Federal Law Journal (June -2025), Volume-4, Issue-1 *pp 67-85*
p- ISSN: 2959-3670 | e-ISSN: 2959-3727

Navigating Rent Laws in Pakistan: A comparative study of federal and provincial laws in the light of landmark judgements

Syed Muhammad Zahid Termizi[1]

Abstract

This research paper aims to analyze the rent laws across various territories in Pakistan, focusing on parallels and differences in rent legislations_as well as discussing the major issues hampering the effective and expeditious adjudication of rent cases. The paper will also examine landmark judgments that have shaped the legal landscape of rent matters in the country. By exploring these aspects, the paper seeks to provide a comprehensive understanding of the complexities involved in rent laws and their implications for the landlords and tenants.

Introduction

The regulation of landlord-tenant relationship is a critical component of urban governance, particularly in developing jurisdictions such as Pakistan, where escalating housing demands necessitate structured legal frameworks. Rent control statutes not only delineate the contractual parameters governing the respective rights and obligations of the parties but also function as mechanisms for socio-economic equity. These laws safeguard tenants against capricious dispossession while simultaneously ensuring that landlords are justly compensated for the lawful use of their property. Rent laws in Pakistan are governed by a mix of federal and provincial legislation, which leads to variations in the legal framework across different regions. Legislation pertaining to rent has evolved over the years to address the complexities of urbanization and housing demands. The legal frameworks

[1] Civil Judge-cum-judicial Magistrate / Research Officer Supreme Court of Pakistan, Termizizahid@gamil.com

governing rental agreements are crucial for maintaining a balance between the rights of landlords and tenants. The complexities of these laws often result in disputes between landlords and tenants, necessitating effective adjudication mechanisms. This paper will explore the key features of rent laws in various provinces, identify the challenges faced in adjudicating rent cases, and analyze landmark judgments that have influenced the interpretation and application of these laws. This paper delves into the aforementioned ordinances and acts, providing a comprehensive overview of their provisions and practical implications.

This research focuses on the examination of legal frameworks, landmark judgments, and the implications of rent laws across various territories in Pakistan. The research further analyzes landmark judgments from various courts, particularly the Supreme Court and High Courts, to identify how judicial interpretations have shaped rent laws. This includes examining specific cases that highlight key legal principles. This research also compares rent laws across different territories, identifying the similarities and differences in legislations. This comparative approach allows for a comprehensive understanding of how various legal frameworks address similar issues and the implications for landlords and tenants.

Overview of Rent Laws in Pakistan

Federal Legislation
Islamabad Rent Restriction Ordinance, 2001

Islamabad Rent Restriction Ordinance, 2001 (hereinafter referred to as IRRO), was enacted to regulate the relationship between the landlord and tenant of rented premises in the Islamabad Capital Territory. This ordinance provides that it shall extend to such Urban area of Islamabad Capital territory as specified by the federal government by notification in official gazette which includes the commercial as well as residential properties. The Hon'ble Islamabad High Court, Islamabad in a recent judgement[2] held that provisions of Islamabad Rent Restriction Ordinance, 2001 shall extend to the

[2] Muhammad Shahbaz Vs District & session judge (East) Islamabad (2024 CLC 274)

whole of Islamabad. IRRO 2001, provides protection to the tenants against arbitrary evictions and ensures that landlords may not terminate the leases without just cause. Likewise, this ordinance ensures that landlord may not suffer at the hands of tenant and both the landlord and tenant may exercise their right as provided in the ordinance. In the following paragraphs, key sections of the IRRO shall be discussed which include, agreement attestation, eviction grounds and appeal etc.

As per section 5 of the ordinance[3] a tenancy agreement shall be in writing, which shall be presented by the landlord before the Rent Controller within thirty days of signing the agreement, who shall affix his official seal upon it. The original agreement shall be returned to the landlord and its copy shall be retained by the Controller. Whereas, section 6[4] provides the tenure of tenancy stating therein that no tenancy shall be valid beyond such period as agreed by the landlord and tenant. In section 8[5] it has been provided that that landlord and tenant shall fix initial rent through mutual agreement and payment of rent shall be made through cross cheque or with proper receipt or against acknowledgement by the landlord. Next, section 10 of the ordinance provides that rent of residential as well as commercial premises shall automatically increase by 10% at the end of every one year, if not otherwise fixed by the landlord and tenant in rent agreement. Whereas, section 14 provides a mechanism to seek direction of the Rent Controller, in a case where landlord interferes in the amenities enjoyed by tenant in rented premises to prejudice his rights under the agreement.

There are few provisions where certain grounds for eviction of tenant from the rented premises have been mentioned, which are as under:

- Default in payment of rent by tenant (Within fifteen days after expiry of time fixed in agreement or sixty days from the period for which rent is payable in absence of agreement)

[3] Section 5 of Islamabad Rent Restriction ordinance 2001
[4] Section 6, ibid
[5] Section 8, ibid

- Subletting of rented premises, or using the same for any other purpose than agreed.
- Impairing value of rented premises.
- Causing nuisance.
- Requirement of landlord for reconstruction of rented premises, but this requirement must be accompanied with sanction of concerned authority and landlord shall be bound to demolish the rented premises within 4 months of taking possession of the same otherwise landlord shall face six months' imprisonment or fine.
- Personal bona fide need of landlord in case of residential and commercial building.

Section 17 of the IRRO, provides instances[6] where landlord cannot seek eviction of tenant on the ground of personal bona fide need when tenancy period of commercial building has not expired. Likewise, this ordinance[7] provides that in case a building has been vacated by the tenant on the plea of personal bona fide need and said landlord fails to occupy the premises within one month or relets to other tenant within a period of six months, said tenant has right to move court of Rent Controller to put him into possession of the rented premises vacated by him.

The IRRO 2001 also provides a mechanism for striking out right of the tenant[8] in case any tenant fails to deposit the rent in compliance of the rent deposit order passed by the court under section 17(8) of the ordinance. Under section 17(9) of IRRO 2001, the right of the tenant on account of default in payment of rent shall be struck off without providing any further opportunity and eviction petition shall be decided forthwith. Section 21 of the IRRO provides that appeal may be filed before the district judge within 30 days of the final order of the Rent Controller and appeal can also be filed against interlocutory order of the Rent Controller as amended[9] in the year 2021. Section 26 of the Ordinance provides compensation for frivolous application; in case any party indulges in abusing the

[6] 17(4) (b), ibid
[7] 17(6) of Islamabad Rent Restriction Ordinance 2001.
[8] 17(9), ibid
[9] Islamabad Rent Restriction (Amendment) Act, 2021 (XLVII of 2021).

process of law by filing Misc. Application etc. While section 28 of the Ordinance provides power of Rent Controller to impose penalty not exceeding Rs.5000/- in case any provision of the ordinance is not complied with.

Amendments in Islamabad Rent Restriction Ordinance, 2001

In the year 2021, major amendments were introduced in the Islamabad Rent Restriction Ordinance (IRRO) 2001 with the spirit of resolving longstanding issues of rent control in Islamabad Capital Territory. Said amendments were made in different sections of IRRO 2001, which included presentation of the rent agreement before the Rent Controller for attestation, rent payment by the tenant through cross cheque or receipt of acknowledgement by the landlord. The major Amendment was introduced by insertion of Section related to Mediation Council[10] in IRRO 2001. Section 16-A of the ordinance provided that there shall be a mediation council consisting of three members and every dispute between landlord and tenant including *Pagri* shall be referred to Council by Rent Controller. After receipt of the dispute by the Council, the parties shall nominate their representatives and the Council shall hear the dispute on day-to-day basis for a maximum period of up to 30 days, thereafter Mediation Council shall intimate the Rent Controller of the assessment.

Provincial Legislations

Punjab Rented Premises Act 2009

Punjab Rented Premises Act 2009, repealed and replaced the earlier legislation i.e. Punjab Rented Premises Ordinance 2007.[11] The new Act was introduced to regulate the relationship between landlord and tenant with the aim to settle their disputes in expeditious and cost-effective manner. This act provides definition of word "*pagri*", however no such definition is available in other rent legislations. Chapter-II of the Act provides that tenancy between the landlord and tenant shall be in writing and said rent agreement shall be presented

[10] Ins. by the Islamabad Rent Restriction (Amendment) Act, 2021 (XLVII of 2021)
[11] Punjab Rented Premises ordinance 2007

before the Rent Controller for endorsement. The Act also provides that in case of non-compliance with provisions of this Act, no petition for eviction of tenant shall be entertained unless tenant and landlord deposit the fine.[12]

Section 15 of the Act provides grounds for eviction of tenant from rented premises which include rent default, expiry of term of lease, breach of terms of tenancy agreement, violation of any obligation enumerated in agreement by tenant, misuse of premises by tenant and subletting of rented premises. Notably, this Act doesn't provide any ground for eviction of tenant on the basis of personal bona fide need as against other legislations on rent.

The Act also provides mechanism to file application before Rent Controller for deposit of rent by the tenant in case landlord refuses to receive the rent.[13] This very mechanism of filing application by tenant for deposit of rent has not been provided in any other rent legislation. Another important section of this Act is pertaining to concept of leave to contest by the tenant.[14] Under section 22 of the Act, leave to contest is required to be obtained by the tenant for defending the eviction petition, in case no such leave is granted then eviction shall be decided forthwith or in case leave is granted, application seeking leave to contest shall be considered as written reply of the eviction petition. Section 28 of the Act provides that no appeal shall be filed against the interlocutory order.

Sindh Rented Premises Ordinance 1979

Sindh Rented Premises Ordinance, 1979 was promulgated in the year 1979 and amendments in the same were introduced in years 1980 and 1984. This specific legislation provides concept of fair rent[15] as against other rent legislations, which do not provide any such concept. Grounds for eviction[16] of tenant have been provided in the ordinance which are same as enumerated in Islamabad Rent Restriction Ordinance 2001.

[12] Section 21 of Punjab Rented Premises Act 2009
[13] Section 22 of Punjab Rented Premises Act 2009
[14] Section 23 of Punjab Rented Premises Act 2009.
[15] Section 08 of Sindh rented Premises ordinance 1979.
[16] Section 15 of Sindh rented Premises ordinance 1979.

Section 21 of the Ordinance provides that no appeal shall be filed against interlocutory order of Rent Controller and appeal shall be filed before the High Court as against other legislations, wherein appeal against final order can be filed before the District Judge.

Baluchistan Urban Rent Restriction Ordinance, 1959 Khyber-Pakhtunkhwa Urban Rent Restriction Ordinance, 1959

Urban Rent Restriction Ordinance, 1959 provide regulations regarding rent control, eviction procedures and tenant rights. The ordinances outline the concepts of fair rent, no claim of premium by landlord etc. Section 11 of the Ordinance provides that no residential building shall be converted into commercial building unless permission in this regard is given by the Rent Controller, however, no such provision exists in other rent legislations.

Grounds for eviction of tenant have been provided in section 13 of Urban Rent Restriction Ordinance 1959 which include default in payment of rent, subletting, damage to property by tenant, personal bona fide need and if any nuisance is created by tenant in rented premises. Section 15 of both the Ordinances provide that there shall be no appeal against interim order, however under the Khyber-Pakhtunkhwa Urban Rent Restriction Ordinance, 1959, appeal against final order of the Rent Controller may be filed before the District Judge while under the Baluchistan Urban Rent Restriction Ordinance, 1959 appeal may be filed before the High Court[17]

Similarities and Differences in Rent Laws

Rent legislations across Pakistan share significant parallels, largely influenced by the West Pakistan Urban Rent Restriction Ordinance 1959. The Rent Controller's jurisdiction is invoked when the relationship of landlord and tenant is admitted between the parties and thereafter an order is issued by the court for deposit of tentative rent order pertaining to due and future rent. Non-compliance with this order results in the tenant's right being struck off and the ejectment petition being accepted against him. Codified rent

[17] Section 15 subs. first by Baln. Ord. XXI of 1978; and, then, by Baln. Ord. III of 1980.

legislations across the country provide that Rent Controller shall exercise all the powers of a Civil Court in execution of final order passed by the Rent Controller considering the same as a decree of Civil Court. Furthermore, it explicitly states that provisions of Q.SO.1984 and C.P.C are not applicable in rent proceedings before the Rent Controller.

The grounds for eviction of tenants are largely consistent across the various rent legislations, with only minor variations in provincial legislations. Common grounds include expiry of lease agreement, default in payment of rent, personal bona fide need of the landlord, and sublet of rented premises by the tenant. It is provided in all rent legislations that in case any landlord disconnects the amenities enjoyed by the tenant in rented premises, said tenant may approach the court of Rent Controller for restoration of said amenities. It is also provided in all the legislations except Punjab Rented Premises Act 2009 that in case rented premises stand vacated on the basis of personal bona fide need but same is not occupied by landlord within the specified time or relets it, tenant shall have the right to repossess the vacated premises.

Despite these commonalities, notable differences exist across Pakistan's rent legislations, reflecting diverse legal landscapes. Each law has its unique provisions, scope, and enforcement mechanisms, which can significantly impact the rights and obligations of both landlords and tenants. Understanding these differences is crucial for highlighting the core sections of specific legislation. Punjab Rented Premises Act 2009 provides fewer grounds for eviction of tenant as no ground for personal bona fide need is provided in this rent legislation unlike other legislations. Concept of “fair rent” is not provided in all rent legislations as Punjab Rented Premises Act 2009 doesn’t provide any provision as to fair rent in comparison to Islamabad Rent restriction ordinance 2001 and Urban Rent Restriction Ordinance 1959. All the rent legislations provide that appeal against final order of the Rent Controller shall lie to District Judge but forum of appeal in Sindh Rented Premises Ordinance, 1979 and Baluchistan Urban Rent Restriction Ordinance, 1959 is High Court.

There are different penalties provided in respective legislations of rent as Punjab Rented Premises Act 2009 provides that in case of non-compliance of provision of the Act, no eviction petition shall be entertained unless tenant pays 5% and landlord pays 10% of the annual rent, whereas no other legislation has provided this type of penalty. Legislation of rent in Punjab is exhaustive than other provincial legislations as the Punjab Rented Premises Act 2009 provided concept of leave to contest, procedure for recording evidence. It also provided the concept of *pagri* as well, however no other rent legislation contained any such provision. There is also a different rate of increase of rent in rent legislations, as in Sindh and Islamabad it is 10% yearly, whereas in West Pakistan Urban Rent Restriction Ordinance no such yearly increase has been provided.

Case Law Analysis on the Rent Laws

The following case laws depict the jurisprudential discourse on the various questions of laws involved in the relationship between landlord and tenant and how the courts have responded to those questions are worth-mentioning:

Expiry of Fixed Term

Either of Islamabad, Sindh or West Pakistan Urban Rent Restriction ordinance 1959 does not provide any ground for eviction of the tenant on the basis of the expiry of the term/tenure of lease agreement. Prior to judicial clarification in the judgement cited below, eviction petitions in the relevant stated jurisdictions were frequently instituted based on the expiration of lease term. The absence of an explicit statutory ground for eviction of tenant on expiry of term of lease in the aforementioned ordinances resulted in protracted and contentious litigation. It was required from the apex courts to interpret the grounds of eviction provided in the above rent jurisdictions with reference to expiry of term of lease.

The August Supreme Court of Pakistan addressed this issue in a celebrated case of Waqar Zafar Bakhtawari[18], wherein it was held by the August Supreme Court of Pakistan that tenancy shall become

[18] *Waqar Zafar Bakhtawari & others Versus Haji Mazhar Hussain Shah and others* (2018) SCMR 81.

invalid after expiry of the term of tenancy agreed between the landlord and tenant; then the tenant shall lose his right to occupy the rented premises after expiry of the term of lease; that it was reiterated that in case there was no express consent of landlord to extend the tenancy period, the tenant shall be guilty of having infringed the conditions of tenancy, rendering him liable to be evicted. This interpretation by the August Supreme Court of Pakistan established that expiry of tenure/term of tenancy agreement constituted a valid ground for eviction in above referred rent jurisdictions. Needless to mention here that the provincial legislation in Punjab specifically provided that expiry of tenancy period was a valid ground for eviction of a tenant.

Applicability of the Rent Law

Islamabad Rent Restriction Ordinance, 2001 provides that Rent restriction ordinance shall be applicable upon Urban area of Islamabad as notified by the federal Government. However, Hon'ble Islamabad High Court in a recent judgement in case titled as '*Mohammad Shahbaz Vs District and sessions judge east* etc[19]' have held that Islamabad Rent Restriction Ordinance shall extend to entire Islamabad Capital Territory notwithstanding registered, approved or unapproved society or area under CDA or any other Area acquired or non-acquired or even constructed in any part of ICT beyond the Zoning limit. Prior to this judgement, there used to be a confusion as to applicability of rent restriction ordinance in various areas of Islamabad in consequence whereof the suits for possession for eviction of tenants were usually filed by the landlords in certain areas of Islamabad which resulted into delay in adjudication of rent cases.

Role of Mediation Council

Through major amendment of year 2021 in IRRO 2001, section 16-A was added and Mediation Council was established. The primary aim of the Mediation Council was kept to facilitate the resolution of disputes between the landlords and tenants through mediation in a more amicable and efficient manner. By inserting this section; focus was shifted from purely adversarial legal process to more

[19] Mohammad Shahbaz Vs District and sessions judge east etc. (2024) CLC 274.

collaborative system and this was aimed to quickly resolve the matter between the parties resulting in reduced burden on the courts of law. However, in order to effectively achieve the goal of said amendment and to curb the un-necessary delays in the rent proceedings; the Hon'ble Islamabad High Court, Islamabad in a judgement titled '*Miss Memoona Zainab Kazmi versus Additional district judge (mcac) Islamabad west,'* reported as *(2023) CLC 207*, has explained the role of Mediation Council and also provided guidelines for the rent tribunals.

In the referred judgement, it was directed by The Hon'ble High Court that before referring the matter to the Mediation Council, rent tribunal shall pass order directing the tenant to deposit all due rent. It was also directed that before referring the matter, Rent Tribunal shall determine that default of rent is not apparent or lease term has not expired, otherwise such matter/eviction petition shall not be referred to the Mediation Council. The guidelines and directions passed by the Hon'ble High Court in above referred judgement have resulted into effective adjudication of mandate provided to Mediation Council and it also curbed the un-necessary delays in eviction proceedings by tenants. Needless to mention that it is need of the hour to effectively enforce and implement the spirit of section 16-A in order to monitor and evaluate the Council's performance.

Non-Applicability of Q.S.O 1984 & Civil Procedure

In the case of Muhammad Azhar [20] The Hon'ble Islamabad High Court held that provisions of Q.S.O 1984 and Civil Procedure Code 1908 are not applicable in rent proceedings and Rent Controller has to adopt the procedure as enumerated in section 17 of the IRRO 2001. It was further held in the referred judgement that Rent Controller before passing order under sections 9,14,15,17,18 shall conduct an inquiry after affording opportunity of hearing to the tenant. It has further been held that the Rent Controller possesses the authority to summon and enforce the attendance of individuals, examine witnesses under oath, compel the discovery and production of documents and material evidence, and issue commissions for the examination of witnesses. These powers are exercised to ensure the

[20] Muhammad Azhar through Attorney and 6 others versus additional district judge-vii, west, Islamabad and 2 others *(2020) YLR 932.*

proper adjudication of disputes arising under tenancy laws and facilitate the administration of justice within the scope of rent-related proceedings.

Guidelines for Early Disposal of Rent Cases

In case titled as Muhammad Akbar Chohan[21], The Hon'ble Islamabad High Court provided guidelines to the Rent Controllers for swift and early disposal of rent cases. This judgment has significantly improved the efficiency of the courts by streamlining processes and encouraging the courts to decide the cases within statutory time period. Directions issued in the judgement facilitated quicker resolutions in rent-related disputes, thereby reducing the backlog of cases and expediting the judicial process. The protracted and intricate nature of rent litigation in Islamabad, characterized by years-long decision periods for rent petitions, was significantly addressed by this judgment of the Islamabad High Court. This judicial intervention empowered Rent Tribunals to adjudicate such matters within the statutorily prescribed timeframe. The High Court's ruling provided clearer legal interpretations, mandated stricter procedural timelines, and potentially standardized processes, thereby enabling more efficient resolution of rent disputes and mitigating the chronic delays previously experienced. This has resulted in a more expeditious dispensation of justice in rent matters within the Islamabad jurisdiction

Summary Disposal of Rent Matters without Evidence

In the case of Shuja Ahmed[22], The Islamabad High Court provided a complete analysis of the scope and meaning of "inquiry" under Section 24 of the Islamabad Rent Restriction Ordinance, 2001 (IRRO), and clarified the manner in which eviction proceedings should be conducted under this law. This judgment serves as a precedent for interpreting the legislative intent of IRRO, ensuring an efficient balance between landlord-tenant relationships while expediting rent dispute resolutions. The referred judgment emphasized that Rent Controllers must consider all documents on record and afford parties a hearing. If the matter falls squarely under

[21]Muhammad Akbar Chohan versus Rent Controller, Islamabad and others *(2017) MLD 53*
[22] Shuja Ahmed v. Additional District Judge (West), Islamabad, and others (2019) MLD 590

Section 17 (e.g., violation of lease terms apparent from admitted documents), a summary judgment akin to cases of default or lease expiry is permissible. This interpretation streamlined proceedings by obviating the need for protracted trials in cases where the core issues are evident from the documents and admitted facts. It empowered the Rent Tribunals to decide cases more expeditiously by focusing on the essential aspects of the "inquiry" – investigation and hearing – rather than adhering to the exhaustive procedures of a regular civil suit, thus aligning with the legislative intent of timely resolution of rent disputes under the IRRO.

The Term 'Landlord' Defined Extensively

In numerous tenancy disputes, upon the demise of the property owner/landlord, the tenant frequently contests the legal succession of the landlord-tenant relationship, asserting that no such privity of contract existed between the tenant and the legal heirs of the deceased owner. This assertion often results in the tenant's refusal to remit due rent and/or to vacate the subject property. Such circumstances commonly led to protracted litigation, effectively achieving the tenant's objective of delaying the resolution of the tenancy dispute. In the referred judgement, the High Court has expounded upon the legal definitions of "landlord" and "property owner" in this context. In case of Nasir Khan[23], The August supreme Court of Pakistan has defined the word landlord in words that landlord may not be owner of property. It was held by the Court that a landlord may not be essentially an owner of the property and ownership may not always be a determining factor to establish the relationship of landlord and tenant between the parties.

However, in the normal, circumstances, in the absence of any evidence to the contrary, the owner of the property by virtue of his title is presumed to be the landlord and the person in possession of the premises is considered as a tenant under the law. The Court held that the "respondent was the 'landlady' under Section 2(g) of the Islamabad Rent Restriction Ordinance, 2001, as she was legally recognized as the heir of the deceased owner. The petitioner's/tenants claim of ownership did not negate the landlord-

[23] Nasir Khan Vs Nadia Ali Butt etc. (2024) SCMR 452

tenant relationship; he could not remain in possession of the property merely by asserting ownership without a court ruling in his favour".

Denial of Landlord Tenant Relationship

It is a well-established practice within various rent jurisdictions that respondents in eviction petitions frequently contest the proceedings by denying the existence of a landlord-tenant relationship. This denial is often predicated on the assertion that the respondent entered into an agreement to sell the subject property with the petitioner, be it the landlord, landowner, or a co-owner. Consequently, Rent Tribunals are compelled to frame a preliminary issue concerning the establishment of a landlord-tenant relationship, as the absence of such a relationship would divest the tribunal of its jurisdiction to adjudicate the eviction petition.[24] The Honourable Supreme Court of Pakistan has, in a consistent line of jurisprudence concerning such matters, articulated the principle of "*once a tenant, always a tenant*." This principle dictates that a party who initially entered into possession of the premises as a tenant is first obligated to vacate the said premises. Subsequently, the former tenant retains the right to pursue the establishment of his asserted ownership rights through the appropriate competent court of jurisdiction.[25]

In the above referred judgements, it has been held by the court that mere assertion of ownership over rented premises, coupled with the institution of a declaratory suit to that effect, does not entitle the occupant to remain in possession of the said premises. This interpretation by the August supreme court has helped to prevent abuse of process by tenants from using baseless ownership claims and delay the proceedings of pending eviction petition.[26] Established jurisprudence of the apex court on the above subject safeguards the integrity of the landlord-tenant relationship, upholding the primacy of the initial contractual agreement. Furthermore, it ensures the efficient resolution of disputes by channeling ownership claims to the competent civil courts, thereby preserving the summary nature of eviction proceedings within rent

[24] *Muhammad Nisar v. Izhar Ahmed Shaikh*, PLD 2014 SC 347.
[25] *Mst. Mussarrat Shaheen v. Mst. Verbeena Khan Afroz*, (2024) SCMR 1796.
[26] *Nasir Khan v. Nadia Ali Butt*, (2024) SCMR 452.

tribunals.[27] Ultimately, this legal stance protects the rights of landlords against indefinite deprivation of their property based on unsubstantiated assertions, allowing eviction processes to proceed based on the established tenancy while ownership claims are adjudicated separately before the appropriate forum.

Execution in Rent Cases

A significant challenge arises in execution of ejectment order due to dilatory tactics employed by tenants, such as the filing of unwarranted objection petitions. In addressing such scenarios, the Honourable Supreme Court has held that execution proceedings are strictly limited to the enforcement of adjudicated judicial decisions and do not encompass a re-examination of the substantive legal questions previously determined.[28] Consequently, a Rent Controller in execution proceedings is legally obligated to act solely to implement the eviction order, devoid of any authority to scrutinize, question, or revisit the merits of the original judgment.

The fundamental idea conveyed is that once a Rent Controller has passed eviction order of tenant, the Court must confine its actions strictly to putting that order into effect. The execution stage is not an opportunity for the tenant to re-argue the case or raise new objections that challenge the validity or correctness of the eviction order itself. The Supreme Court emphasizes[29] that the executing court's role is purely ministerial to enforce the decision already made on the substantive issues. Attempts by tenants to introduce new factual or legal arguments through objection petitions in execution proceedings, aimed at delaying the implementation of the eviction order, are impermissible as they fall outside the scope of the executing court's jurisdiction. The Rent Controller is bound by the law to enforce the order as it stands, without the discretion to review its merits. This principle aims to ensure the finality and efficacy of judicial decisions and prevent the indefinite protraction of litigation through obstructive tactics in the execution phase.

[27] *Rehmatullah v. Ali Muhammad*, (1983) SCMR 1064.
[28] *Muhammad Ain-ul-Haq v. Abdul Ali*, (2024) SCMR 1767.
[29] *Muhammad Ain-Ul-Haq Versus Abdul Ali* (2024) SCMR 1767

Service of Notice/ Tactics of Delay

In numerous eviction petitions, tenants deliberately avoid to appear before the Court until an ex-parte eviction order is issued, their subsequent appearance at the execution stage being primarily aimed at delaying the execution and seeking the restoration of the original eviction petition. The Honourable Supreme Court held that where the court has duly adopted all prescribed modes to ensure service of summons upon the tenant, the ex parte eviction order shall remain valid and the tenant's non-appearance shall be deemed a wilful absence[30]. This principle underscores that a tenant cannot strategically absent himself from the initial stages of an eviction proceeding and then appear solely to obstruct the execution of a lawfully issued ex parte order. If the court has diligently followed the legal procedures to serve the tenant with notice of the lawsuit, the tenant's failure to appear constitutes a deliberate choice. In such instances, the ex parte eviction order, passed in their absence, retains its legal force and validity. The executing court is not obligated to set aside the eviction order or restore the original petition simply because the tenant belatedly appears at the execution stage with the primary intention of delaying the inevitable outcome of their wilful non-participation in the substantive proceedings. This stance reinforces the importance of timely engagement in legal proceedings and prevents the abuse of the execution process to circumvent the consequences of deliberate absence during the initial adjudication.

Payment of Rent to Previous Landlord

In the case titled as *Alay Javed Zaidi*[31] *and Ghulam Samdani versus Abdul Hameed* reported as (1992) SCMR 1170**,** The Supreme Court of Pakistan dismissed a Civil Petition challenging an order of the High Court of Sindh, which had upheld the decisions of the Rent Controller and the appellate court regarding willful default by a tenant and the fixation of fair rent. The apex court affirmed that the tenant's continued deposit of rent in the name of the previous landlady, despite having knowledge of the change in ownership, constituted willful default under Section 15 of the Sindh Rented Premises Ordinance, 1979. The Court reasoned that the previous

[30]Sadaqat Ali Versus Mst. Nasreen Akhtar (2025) SCMR 358

[31] Alay Javed Zaidi vs Habibullah and others (2024) SCMR 781.

landlady's explicit communication to the tenant regarding the sale and the new owner's demand for rent served as sufficient intimation of the change in ownership, satisfying the requirements of Section 18 of the SRPO, 1979. Furthermore, the Court held that the institution of an application for the determination of fair rent by the new landlord under Section 8 of the Sindh Rented premises ordinance, 1979, in itself constituted substantial compliance with the intimation requirements.

Judicial Challenges in Adjudication of Rent Cases

The effective adjudication of rent cases by Rent Controllers in Pakistan is impeded by several judicial challenges. The judicial challenges faced by Rent Controllers in Pakistan include jurisdictional ambiguities, compliance issues with rent orders, protracted, contentious litigation, contested grounds for eviction, limited applicability of procedural laws, and difficulties in restoring amenities. Addressing these challenges is essential for improving the efficiency and effectiveness of rent adjudication in the country.

There are different rent legislations which have been enacted across the country, having different grounds for eviction and related matters. This enactment of different rent legislations has resulted in different interpretations of law by the superior courts leading to complexity. The jurisdiction of Rent Controllers is often clouded by ambiguities regarding their authority to hear specific cases. This is particularly evident in instances where the relationship between landlord and tenant is in dispute. Such ambiguities lead to delays and complications in the adjudication process. The lengthy nature of rent litigation is a persistent issue. The courts expressed concern over the protracted trials that can extend for several years, causing significant distress to both landlords and tenants. The need for expeditious processes is critical to ensure timely resolutions of disputes. On the contrary, the exclusion of the provisions of the Code of Civil Procedure (C.P.C) in rent proceedings can also create challenges in terms of procedural fairness. Lack of uniformity in rent legislations across Pakistan complicates the legal landscape, as decisions rendered by federal and provincial courts connote different tendencies.

However, there is a need for a cohesive legal framework to address these discrepancies. Khyber Pakhtunkhwa and Baluchistan have retained the original Urban Rent Restriction ordinance 1959 which despite being foundational, now shows signs of procedural rigidity and outdated rent control mechanism. So much so, some jurisdictions i.e. Islamabad and Punjab have modernized their rent laws with procedural efficiency and alternative dispute resolution mechanisms, while other remain tethered to outdated mechanisms. Although reforms such as Mediation Councils (Section 16-A IRRO 2001) marked a progressive step, their implementation has been uneven and largely ceremonial. There is often no real incentive or penalty structure for non-cooperation in mediation. Furthermore, rent tribunals frequently bypass these Councils, or refer matters unsuited for amicable resolution, especially where default or lease expiry is clear-cut. Thus, the transformative potential of ADR mechanisms remains unrealized., Despite the *Shuja Ahmed*[32] judgment's clear guidance and the availability of summary procedures under various statutes (such as "leave to contest" in Punjab), Rent Controllers often exhibit a reluctance to robustly employ these tools. This hesitation largely stems from a fear of appellate reversal, a conservative judicial approach that inadvertently promotes full-scale trials even in clear-cut default cases. This judicial timidity contributes significantly to case backlogs, directly undermining the intended summary nature of rent adjudication and the legislative goal of efficient dispute resolution highlighted in the *Shuja Ahmed* ruling. Moreso, tenants usually evade service of summons to delay proceedings until an ex-parte eviction order is passed, after which they appear during execution and move for restoration. Courts have, at times, entertained such restorations generously, even where service was duly effected, undermining the finality of proceedings. The jurisprudence developed by the Supreme Court of Pakistan on willful absence in recent case laws needs to be more strictly implemented by subordinate courts to prevent this manipulation.

[32] Shuja Ahmed v. Additional District Judge (West), Islamabad, and others (2019) MLD 590

Conclusion

Based on the analysis of the current rent laws and the challenges faced in their implementation, it is recommended to establish a cohesive legal framework for rent laws across Pakistan to address the discrepancies and variations in provincial legislations. This would help in creating consistency in the interpretation and application of rent laws, thereby reducing confusion and litigation. There is a need to implement measures to expedite the adjudication process for rent cases. This could include setting specific timelines for hearings and decisions through judgements to minimize protracted litigation as held by the Islamabad High Court Islamabad. It has also helped to adjudicate the rent cases effectively by rent tribunals in Islamabad.

To truly alleviate the burden on Rent Controllers and courts, and to realize the transformative potential of Alternative Dispute Resolution (ADR) mechanisms, it's crucial to empower Mediation Councils. This requires not only strengthening their role and ensuring consistent utilization but also establishing clear guidelines for appropriate case referral and creating tangible incentives for good-faith participation. There is also need to reassess the grounds for eviction provided in various rent legislations to ensure they are fair and just, particularly concerning personal bona fide needs of landlords, which are inconsistently addressed across different laws. More so, landmark judgments can be utilized as guiding principles for future cases to ensure that the legal landscape remains consistent and predictable for both landlords and tenants. These recommendations aim to enhance the effectiveness of rent laws in Pakistan, ensuring a balanced approach that protects the rights of both landlords and tenants while facilitating efficient dispute resolution. Further research should address the impact of rapid urbanization on the effectiveness of existing rent laws in major cities of Pakistan, and how can these laws be adapted to meet the real time challenges posed by urban growth?