

IN THE COURT OF MUHAMMAD AMIR MUNIR,
ADDL. DISTRICT & SESSIONS JUDGE, PHALIA (M.B.DIN).

Civil Appeal No. 11 of 2023
Date of Institution: 01.03.2023
Date of Decision: 28.03.2023.

Muhammad Iqbal s/o Muhammad Din, Caste Choghatta, r/o
Hussain Park Lahore.

(Appellant/Plaintiff)

Vs.

1. Zayad (deceased) son of Muhammad Aalim through legal heirs,
ETC.

(Respondents/Defendants)

CIVIL APPEAL AGAINST ORDER DATED 22.02.2023
PASSED BY MR. MUHAMMAD WASIM IFTIKHAR,
LEARNED CIVIL JUDGE 1ST CLASS PHALIA,
WHEREBY THE APPLICATION U/O 39 RULES 1 & 2 OF
CPC FILED BY THE APPELLANT WAS DISMISSED.

JUDGMENT:

28.03.2023.

**Malik Munawar Hussain Tarar Advocate, learned
counsel for the appellant.**

**Mr. Bashir Ahmad Saithi Advocate, learned counsel for
the respondents.**

A civil suit for specific performance was filed by the appellant against the respondents in terms that the suit property consisting of a petrol pump and other construction situated at khewat No.610, Khatooni No.1244 to 1247 measuring 5 kanal 10 marlas in Mouza Chak Mano was purchased by him from the two predecessors of the present respondents (who are legal heirs of said two alleged vendors) for a valuable consideration of Rs.90,00,000/- through an *iqrarnama*¹ dated 19.08.2016 wherein the earnest money of Rs.20,00,000/- was paid through three cheques and for the remaining amount of Rs.62,00,000/-,

¹ An agreement.

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the time was fixed as 19.02.2017 so that said agreement is executed and property is registered in the name of the appellant/plaintiff. Possession was allegedly handed over to him as part of the alleged transaction.

2. The appellant has allegedly asked the original vendors (Ziyad and Khan Muhammad, both now deceased), a number of times and after their death, to their legal heirs (now answering respondents) to receive the remaining amount and transfer the property in his favor but they kept on promising to complete the transaction in future. It is also alleged that during said period, the respondents have also received Rs.8,00,000/- more at different times as part of the total consideration price. Finally, in December 2019, the respondents had refused to execute the alleged agreement, hence the suit. It is also averment of the appellant that an earlier suit on the same subject was filed in the nature of declaratory suit but which was got dismissed as withdrawn with permission to file the suit afresh and hence the instant suit for Specific Performance of Agreement to Sell was filed.

3. An Application under Order XXXIX Rules 1 & 2 CPC is also filed with the suit duly accompanied by an affidavit where the appellant / plaintiff has requested to grant injunction till the disposal of the suit on merits.

4. The suit and the Application for grant of interim injunction were contested by the answering respondents through written statements/written replies.

5. After hearing the parties on Application u/o 39 Rules 1 & 2 CPC, same was dismissed by the learned trial court through impugned order dated 22.02.2023, the operative para of which reads as under:-

“4. Perusal of record reveals that petitioner has alleged that he is in possession of property on the basis of agreement to sell. He entered into an agreement to sell with regard to suit property on 20.08.2016 and possession was delivered to the petitioner in pursuance of said agreement on the same day. Perusal of copy of alleged Iqarnama regarding property measuring 05K-10M is available on record perusal of which transpires that only

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property measuring 05K-10M situated at Mouza Chak Mano is mentioned in the Iqrarnama whereas no khewat or khatooni number is mentioned in the alleged agreement to sell. Furthermore, petitioner has alleged that he paid 20,00,000/- as earnest money at the time of agreement to sell and thereafter, he paid Rs.8,00,000/- to the defendants on different occasions although copies of cheques worth of Rs.20,00,000/- are available on record but no proof of payment of Rs.8,00,000/- has been produced by the plaintiff/petitioner. As the factual controversy is involved in the lis and contents of agreement to sell dated 20.08.2016 are yet to be proved through evidence therefore, petitioner has failed to make a good prima facie arguable case. Although petitioner is in possession of the property but it is yet to be proved that suit property was delivered to the petitioner in pursuance of agreement to sell.

5. In these circumstances, subject application is hereby dismissed. Ad-interim injunction already granted stands vacated. This order being tentative in nature will not prejudice the merits of the suit.”

6. The appellant, feeling aggrieved, has moved the instant civil Appeal on various grounds mentioned in the Memorandum of Appeal to argue that the appeal be allowed accordingly.

7. The answering respondents have contested this appeal vehemently.

8. Heard. Record perused.

ARGUMENTS.

9. The appellant has argued that partial payment has been received by the answering respondents; that possession is admitted; that question of limitation is already decided to be taken up after evidence by the learned trial court; that the appellant has purchased that portion of the property which was in specific possession of the original vendors; that an application u/s 145 of Cr.P.C by the respondents have been

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dismissed; that the appellant has also deposited the balance consideration amount on court's order; that the question that the three cheques for payment of earnest money were issued by his brother (Arshad) is of no relevance at the moment as the beneficiaries are the vendors; that the suit is arguable; that balance of convenience tilts in favour of the appellant and that in case of dismissal of his Application, he will suffer irreparable loss. He has relied on **2002 SCMR 1417, 2020 CLC 1480, 2022 YLR 910** and **1995 SCMR 514**.

10. Conversely, the respondents have argued that the necessary parties have not been impleaded who are owners of a joint *khewat*²; that cheques were not issued by the appellant; that there is no proof of any further payment of Rs.8,00,000/-; that the original suit was also silent about said fact which was filed earlier on by the appellant; that only in the amended plaint, said amount was shown again; that the property was actually on a *patta* (lease) with one Ahmad Khan from the original owners, predecessors of the respondents; that the appellant has purchased machinery of petrol pump from said Ahmad Khan while the *pattanama* (lease) was never converted into an ownership document in favour of the appellant; that lease was with one Muhammad Arshad but he is not made necessary party; that *iqrarnama* is a bogus document; that suit is badly time barred; that mere possession of disputed property in itself is no ground for grant of injunction; that the matter about the property is also in dispute in some other litigation that has reached up to the Hon'ble Supreme Court of Pakistan; that the appellant is in illegal possession of the property; that the case is neither arguable nor any

² Piece of agricultural land owned jointly by co-sharers.

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irreparable loss will be caused to the appellant nor balance of convenience tilts in his favor particularly when the title documents are in the name of respondents and the appellant has yet to establish his alleged transaction. They have relied upon **2020 CLC 387**.

ANALYSIS:

11. The point for determination before this court is whether the case has *prima facie* three ingredients of grant of injunction, co-existing at the time, i.e., arguable case, balance of convenience and irreparable loss, in favor of the Appellant / plaintiff.

12. After going through the suit file/record and the arguments from both sides, I intend to **DISMISS** this Appeal for the following reasons:-

- i. The first suit for declaration was filed on 02.12.2019 by the appellant which has shown that there is no mention of Rs.8,00,000/- paid to the respondents at different times after the alleged agreement to sell and initial payment of the earnest money. Said suit was got dismissed as withdrawn on 13.10.2020 with permission to file the suit afresh (certified copy available on record). While making said request, the Appellant has not shown that why he has got the suit dismissed as withdrawn and why he needs permission to file the suit afresh. However, he was granted permission by the learned trial court *vide* order of said date. The present suit was filed by the appellant on 17.10.2020, whereafter the amended plaint was submitted on 11.06.2022 which is also without said entry of Rs.8,00,000/-(rupees eight lacs). However, said amount was

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again added in the recent amended plaint filed on 12.09.2022.

It is to be noted that both the amended plaints were due to death of one or the other respondents at different times. The story of payment of Rs.8,00,000/- at different times as shown in its para No.3 of the present plaint is definitely a question of trial and evidence. This has caused the question of genuineness of *iqrarnama*/agreement in doubt and the whole matter about the transaction in question becomes of evidence and trial.

- ii. This has also shown contradictions about the contention of the appellant in his averments as he has not shown that why said fact was not mentioned earlier on and why it has been added now. There is no permission requested by the Appellant to make this correction in the plaint.
- iii. Admittedly, the disputed property is a joint property and the appellant has not shown that the same was partitioned in favor of the alleged vendors. He has not shown on document or record that he has availed the opportunity of fulfilling the requirements of famous legal proverb "let the buyer beware". This also makes the matter as of evidence and trial to show his *bona fide* to enter into the alleged transaction.
- iv. The ownership of the disputed property as part of a joint *khata* is still in the name of the original co-sharers.
- v. A huge transaction of Rs.90,00,000/- is shown to have been effected through merely a *memo* of an agreement to sell by showing that the two alleged vendors were owners in possession of the property. The copy of the said *Iqrarnama* is

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to show that no *Khewat/Khatooni* numbers of disputed property are mentioned in it nor other numerical particulars of the property have been given in said document except its abuttal's. It is also mentioned in this document that some matter about the disputed property is pending in Hon'ble Lahore High Court, Lahore; and that if any other co-sharer will demand any of his/her rights, the responsibility will be on the vendors. This document, *prima facie*, has shown that it is not an 'agreement to sell' in itself as the appellant has not signed this document. This document is thus in itself required to be established first by the appellant as a trigger of his right, which he is seeking to be enforced through this suit for specific performance being a discretionary relief.

- vi. The copies of the disputed cheques available in the file have also shown that they are issued by one Arshad Ali. This question is also to be decided by the learned trial court, after evidence, if those cheques, even if withdrawn by the beneficiary, were linked up with the appellant to be considered as payment of earnest money for the alleged transaction in his favour.
- vii. The appellant has not shown any documentary evidence that the petrol pump on the disputed property has also been transferred to his name or he has moved any application before the authorities concerned for the purpose. It is also a matter of evidence because such type of business cannot be carried out by a person without a valid license. This point is discussed here

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because he has claimed that he purchased the property alongwith the petrol pump in a running condition.

- viii. Para No.2 of the plaint is silent about the names of the witnesses before whom the alleged agreement was entered into between the parties in favor of the appellant. The time and place of execution of such document is also not given. Thus, it is also a question of evidence and trial if the appellant has an arguable case for a suit for specific performance, being a discretionary relief.
- ix. Learned trial court has already formulated a question of limitation to be decided after evidence. Thus, even on this score, the case is not *prima facie* arguable at the moment.
- x. The private document (alleged *Iqrarnama*) is also seriously challenged and the claim of the respondents is that the appellant was in possession of the property through one Khan Muhammad/original leaseholder for running the petrol pump only. Thus, a private document (alleged *iqrarnama*) cannot prevail over the public / revenue record unless same is established after due evidence.
- xi. Very interestingly, the plaint is concealing factum of previous litigation over the property pending in Hon'ble Lahore High Court, Lahore, which in itself is to show that the alleged vendor cannot be considered to have final determination of the possession of 5 kanal 10 marlas property out of khewat No.610 *ibid* in specific khasra. No such litigation is shown on record by the appellant. It means that even the appellant cannot claim

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the property to be specifically in possession of the alleged vendors through abuttal's mentioned in the disputed document. This also makes the matter as of evidence and trial in this regard.

- xii. The copy of *jamabandi* or record of rights of land available in the record has not shown that the appellant is in possession in any capacity over the property, as per its column No.4, which is meant to show who actually is in possession of the property without question of title.
- xiii. The respondents have also argued that the status of the appellant over the disputed property is merely of *pattadar* (lease holder) as per an *igrarnama* dated 21.11.2002, as one of the four *pattadars* (lease holders). The appellant has to establish his status of being sole lawful vendee in this regard in evidence as such. The famous proverb "once a tenant is always a tenant" also needs to be rebutted by the appellant in evidence.
- xiv. The question of payment of amount on court's order in itself is not sufficient to consider that the appellant has fulfilled the three legal requirements to grant injunction u/o 39 rules 1 & 2 CPC, i.e., arguable case, balance of convenience and irreparable loss. It is true that possession of property carries weight but in absence of co-existence of above three elements at one time, injunction cannot be granted under the jurisprudence of Pakistani law. The case law cited at bar by the appellant is thus found distinguishable from the above facts and circumstances while the citation given by the respondents

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is fully attracted to the case at hand. Due effect is given to them as such.

TESTING THE POTENTIAL OF ARTIFICIAL INTELLIGENCE SOFTWARE CHATBOT ChatGPT-4 ASSISTANCE IN IMPROVING QUALITY OF JUDICIAL DECISION MAKING:

13. Before I embark upon the topic, let me quote from *Change is the Only Constant: Ideas to Help Change the Constitutional and Legal Landscape for the Better*, a recent book authored by Hon'ble Mr. Justice @Fazal Karim.³ His lordship opens up the book, in its "Introduction" with the following words:⁴

"Change is the only constant.

This eternal truth has been captured in the trite words of our Poet Laureate, great philosopher and revivalist, Allama Muhammad Iqbal, in his poem, ستاره :

ثبات ایک تغیر کو بے زمانے میں

And in the *Reconstruction of Religious Thoughts in Islam*, which I regard as the clearest, and the most enlightened exposition of the Islamic 'principle of movement' known as *Ijtehad*, Allama Muhammad Iqbal expresses this view in prose:

"The ultimate spiritual basis of all life, as conceived by Islam, is eternal and reveals itself in variety and change. A society based on such a conception of Reality must reconcile, in its life, the categories of permanence and change. It must possess eternal principles to regulate its collective life, for the eternal gives us a foothold in the world of perpetual change. But eternal principles when they are understood to exclude all possibilities of change, which, according to the Qur'an, is one of the greatest 'signs' of God, tend to immobilize what is essentially mobile in its nature. The failure of Europe in political and social sciences illustrates the former principle, the immobility of Islam during the last 500 years illustrates the latter."

14. His lordship further remarked, aptly:⁵

³ Justice Fazal Karim, *Change is the Only Constant: Ideas to Help Change the Constitutional and Legal Landscape for the Better*, Karachi: Pakistan Law House, 2019.

⁴ Ibid, p. 10.

⁵ Ibid.

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“We adore change because it is the instrument of progress.”

15. The above thoughts are to show that every society has to work under the laws that are organic or like a living tree. Thus, stagnancy or delay in timely change is to affect the progress of society. In the field of law practice, the misery of a lawyer due to late arrival of information technology in Pakistan is well described by a retired District and Sessions Judge Mr. Abid Hussain Qureshi, in his autobiography *Adal Beeti*⁶ when he was a law practitioner. He writes:⁷

مقدمات کی تیاری کا مرحلہ بڑا دلچسپ اور مشکل بھی ہوتا۔ ایک لفافہ میرے سامنے کیا جاتا اور کہا جاتا کہ اس مقدمہ میں کل فلاں فلاں نمٹے پر بحث ہے۔ اپنے حق میں کیس لاء تلاش کرو۔ بڑی ضخیم لائبریری تھی۔ نیٹ اور پاکستان لاء سائٹ کا زمانہ نہ تھا۔ بڑی عرق ریزی سے اور جانفشانی سے میں کچھ فیصلے اعلیٰ عدالتوں کے اپنے حق میں ڈھونڈتا۔ پھر مجھے کہا جاتا اس کے مخالف کیس لاء جو دوسرے وکیل نے صبح پیش کرنا ہے وہ بھی ڈھونڈو تاکہ ہم سارے واقعات و حالات کا پہلے سے جائزہ لے لیں۔ میں رات دوڑھائی بجے گھر لوٹ جاتا۔

In the wake of above, fortunately, Pakistan is now on the track of information technology superhighway. There are lot of institutions where IT is taught both in the fields of software and hardware development. The engagement of IT with law is approximately three decades old here when the Hon’ble Lahore High Court started issuing computerized cause lists.⁸ It has achieved new levels where online court and case management systems are made operational. The orientation of a present day lawyer is altogether different where he or she has access to online case law, statutes and research in cell phone or a tablet right in their hands while arguing before the courts. However, in present times, Artificial Intelligence or AI is a new opportunity for courts and judges to be adopted in their decision-making process, of course, subject to its

⁶ Abid Hussain Qureshi, *Adal Beeti: Yadayn aur Batayn* (عدل بیٹی: یادیں اور باتیں): Lahore: Mavra Publishers, 2021.

⁷ Ibid, p. 54.

⁸ Muhammad Amir Munir, “Law and Information Technology in Pakistan”. INMIC98 Conference Paper published in *Proceedings of National Multi Topic Conference 1998*. Lahore: LUMS, 1998.

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compatibility with the Pakistani legal system. Most appropriately, it is called ‘court room technology’.

16. New concepts like robot judges, electronic filing, interactive online legal assistance and chatbots⁹, etc., are all based on artificial intelligence. Artificial Intelligence or AI is “... the ability of a digital computer or computer-controlled robot to perform tasks commonly associated with intelligent beings. The term is frequently applied to the project of developing systems endowed with the intellectual processes characteristic of humans, such as the ability to reason, discover meaning, generalize, or learn from past experience.”¹⁰ It is time of robot judges.¹¹ Our neighbor “China has been employing artificial intelligence in the courtroom since 2017. A robot judge is used to hear specific cases such as trade disputes, e-commerce liability claims, and copyright infringements. To date, over 3 million cases have been handled by a robot judge in China.”¹² Brian M. Barry, a law lecturer at the Technological University, Dublin, in his book *How Judges Judge: Empirical Insights into Judicial Decision Making*¹³ has written a separate chapter on “The Future of Judging”. The opening paragraph of this Chapter 8 is apt for our discussion and understanding of use of AI in courts. He writes:¹⁴

“In Hangzhou, the capital of Beijing Province in East China, a litigant with a product liability claim pleads their case before a judge wearing a black robe sitting under China’s national emblem. This judge, however, is an on-screen avatar composed

⁹ Chatter Robots.

¹⁰ <https://www.britannica.com/technology/artificial-intelligence>.

¹¹ Caner Yeşil, Robot Judges & Judicial Actors of Artificial Intelligence, Istanbul University, *ILSA e-MAGAZINE*, available online at <http://www.ilsaederigi.com/en/robot-judges-judicial-actors-of-artificial-intelligence/>.

¹² <https://www.boldbusiness.com/digital/robot-judges-algorithmic-bail/>.

¹³ Brian M. Barry, *How Judges Judge: Empirical Insights into Judicial Decision-Making*, New York, NY: Routledge, 2021.

¹⁴ Ibid, p. 273.

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of pixels rather than flesh and blood. The Hangzhou Internet Court, and others in Beijing and Guagnzhou, have between the accepted 118,764 cases, concluding 88,401 since their introduction in 2017 and December 2019. Importantly, human judges are still the decision makers in these virtual Chinese Courts. That said, recent technological advances have not only changed the court environment like in these examples from China but they have also begun to infiltrate the judicial decision making process itself. Most radically, perhaps, judges increasingly rely on artificial intelligence (AI) technologies to assist them in their decision making in many jurisdictions. In a handful of courts, AI judges have supplanted human judges altogether.”

Professor Tania Sourdin (of University of New Castle School of Law and Justice, Australia) with interest in law and technology writes:¹⁵

“...whilst AI has the potential to replace current human judicial functions in terms of some aspects of adjudicative work, technological advances are more likely to support human judges in their judicial work.” These are to suggest the power of AI and its multi-dimensional “brain” like functioning. Legal databases are being used by the AI machine language programs to provide ‘rational’ answers to the questions put to AI chat programs. Openai.com is one of the most recent of these which has launched Chatbot ChatGPT-4. IBM defines “chatbot”¹⁶ as “... a computer program that uses artificial intelligence (AI) and natural language processing (NLP) to understand customer questions and automate responses to them, simulating human conversation”¹⁷ and that “... the deep learning capabilities of AI chatbots enable interactions to become more accurate over time, building a web of appropriate responses via their interactions with humans. The

¹⁵ Tania Sourdin, Judge v robot? Artificial intelligence and judicial decision-making,(2018) 41(4) *UNSW Law Journal* 1114, available online at https://www.judcom.nsw.gov.au/publications/benchbks/judicial_officers/judge_v_robot.html.

¹⁶ The term chatbot is coined out of two words: chat and robot. “The term “ChatterBot” was originally coined by [Michael Mauldin](#) (creator of the first [Verbot](#)) in 1994 to describe these conversational programs.” <https://en.wikipedia.org/wiki/Chatbot>.

¹⁷ <https://www.ibm.com/topics/chatbots>.

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longer an AI chatbot has been in operation, the stronger its responses become. So an AI chatbot using deep learning may provide a more detailed and accurate response to a query, and especially to the intentions behind the query, than a chatbot with recently integrated algorithm-based knowledge.”¹⁸ Chatbot may be declarative or conversational.¹⁹

17. AI as a sub-field of IT is being used, in today’s world, by many organizations and industries, and law is no exception. Law firms are already using chatbots even for drafting ‘contracts’ for their clients.²⁰ Why not we, the judges also to take lead and to remain relevant? Why not to test the potential of this powerful human brain like AI ‘assistant’? If courts and judges have research associates who are humans, then they also need to give a test to AI ‘associates’ like ‘chatbots’ for providing some unbelievable, but quite rational, answers to their legal queries based on the machine learning from within the data relevant to the judge or court’s query. Of course, purpose of such assistance is never to let the basic function of judging ‘rented out’ to AI, at least at the moment. However, and on the basis of experiments and results, and as has been done in Dubai,²¹ China²² and other countries, definitely, some part of judging can be allowed to be handled by the AI tools and robots. It will lessen the burden on courts and human judges. This is now; this is future. The beneficiary is the litigant and the society.

¹⁸ Ibid.

¹⁹ <https://www.oracle.com/pk/chatbots/what-is-a-chatbot/>.

²⁰ Legal Chatbots: What can and can’t they do? Available online at <https://www.americanbar.org/groups/journal/podcast/legal-chatbots-what-can-and-cant-they-do/>.

²¹ <https://www.khaleejtimes.com/technology/dubai-to-use-ai-for-litigation-without-a-judge>.

²² <https://learningenglish.voanews.com/a/robot-justice-the-rise-of-china-s-internet-courts-/5201677.html>.

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18. In wake of this brief introduction about the newest technology available, and after giving my own reasons to dismiss this appeal in above paragraphs by application of human judicial mind, I have considered to experiment potential of Chatbot ChatGPT4 (an Openai.com free online program) to see if it can help me, initially to formulate the points²³ which a judge can discuss, to decide this appeal where the appellant/plaintiff is praying for acceptance of his application for grant of temporary injunction till final disposal of suit for specific performance. The purpose is to see how accurate is the existing power of this AI program to be considered relevant for future of judging in the courtrooms.

19. I have asked ChatGPT-4 the question: “What are principles to grant injunction in civil case in Pakistan?”

The answer given by the ChatGPT-4 artificial intelligence software reads as under:-

Injunctions are an important remedy in civil cases in Pakistan that can be granted by courts to prevent harm or to preserve the status quo. Here are some of the principles that are generally considered by courts when granting injunctions in a civil cases in Pakistan.

Irreparable harm:

The court must be satisfied that the harm that the plaintiff is likely to suffer if the injunction is not granted is irreparable, meaning that it cannot be adequately compensated by monetary damages.

Balance of convenience:

²³ This being my first experiment on judge-Chatbot interaction for writing judgment, therefore, I have limited the ‘assistance’ I am taking from Chatbot GPT4. Based on my experience, I will try to involve free chatbots more to see the results as to how much they help, while remaining within the mainstream jurisprudence of Pakistan law, to decide future cases. I am sure the parties, their learned counsel, Hon’ble Superior Courts, legal and judicial researchers, judicial academies, law professors, IT experts, public, media and all other readers of this judgment will understand that in this experiment, I am not asking Chatbot GPT 4: “You Decide.” Rather, I am asking it to “assist” the Court with its power of AI in terms that finally “I will Decide”. Of course, this Court will keep the application of judicial mind on everything suggested by Chatbot GPT 4 so that we can rule out any ‘irrelevant’, ‘improper’, ‘biased’, ‘prejudiced’, ‘illegal’, or ‘misdirected’ assistance. It is merely a ‘new way’ of doing same ‘old thing’.

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The court must consider whether the inconvenience caused to the defendant by granting the injunction is outweighed by the harm that the plaintiff would suffer if the injunction is granted.

Prime facie case:

The court must be satisfied that the plaintiff has made out a prima facie case, which means that the plaintiff has established a strong likelihood of success in the underlying case.

Good faith:

The court must be satisfied that the plaintiff has approached the court in good faith and not for any ulterior motive or for the purpose of harassing the defendant.

Public interest:

The court must consider whether granting the injunction would be in the public interest or not.

Equitable considerations:

The court must consider the equitable considerations of the case, such as whether the plaintiff has any clean hands, whether the defendant has been guilty of any misconduct, or whether the injunction would cause any under hardship to the defendant.

It is important to note that each case is unique and the principles for granting an injunction may vary depending on the facts and circumstances of the case. The ultimate decision to grant an injunction is at the discretion of the court, based on the specific facts and applicable law.

20. This is to show that, as per Artificial Intelligence, going through the data available with ChatGPT-4, the courts in Pakistan have also to consider question of good faith, public interest, and equitable considerations while granting or refusing an Application for injunction. These points formulated by the ChatGPT-4 are very impressive as our law of Civil Procedure (Code of Civil Procedure, 1908), developed over the years has also guided the courts to deliberate on these dimensions while deciding such an application, if circumstances so justify. However, generally, for deciding an application for Injunction, we formulate three points for determination, i.e., arguable case, balance of convenience and irreparable loss. The remaining three points shown by the ChatGPT-4 are also within the domain of our statutory laws and precedents developed over the years. However, their formulation is different only in

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its form and not in its substance. For example, question of public interest is discussed by Hon'ble Superior Courts of Pakistan with reference to injunctions in 2011 SCMR 1028, PLD 2014 Sindh 268 and 2011 CLC 1866. The point on good faith, in fact, is that the party has a *prima facie* a good arguable case. The point on equitable considerations is also discussed in our decisions under the heading balance of convenience. So nothing suggested by the ChatGPT-4 is violative of our laws. Instead, it is helpful in crafting a quality order or judgment by a judge.

21. The Chatbot ChatGPT-4 has provided that an injunction can be confirmed subject to six elements to co-exist in favour of a petitioner seeking injunction. This court has already discussed the first three, i.e., *prima facie* case, balance of convenience and irreparable loss. Let us discuss these three further elements, recommended by the ChatGPT-4, for present controversy as well.

GOOD FAITH.

22. The well settled law under the Specific Relief Act is that it is a discretionary relief and for activating a court, the appellant/plaintiff has to show that his motion was in good faith without ulterior motives. In the given circumstances of the case at hand, as discussed above, it can safely be concluded that the only purpose of the appellant to file the suit is to deprive the original owners from taking lawful acts about the disputed property. He has yet to establish his good faith for the reasons discussed above and that the transaction in question is bona-fide.

PUBLIC INTEREST.

23. This treatment becomes relevant to decide an application for injunction particularly when the court has to see if by granting such

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type of injunction, public interest suffers. It is so because if on the basis of available facts and circumstances in this case an injunction is granted, then it will be to perpetuate the conduct of a party alleging property rights without following the line of action required under the laws of this country starting from the Constitution of Pakistan—property rights being fundamental rights. Therefore, to seek an injunction against a property, which is in the name of respondents in public document/revenue record, the appellant/plaintiff was required to be very straight in every of his steps to acquire the property lawfully and unless he has not shown, on the face of record, that his steps are *prima facie* to support his case, he has to wait for the trial. Until that determination at the end of trial, grant of injunction will be to deprive the real owners from the benefits of the property. Thus, public interest is in terms that courts are not to deprive owners by injunction in such like cases so that the stream of law remains consistent and rights in property are not curbed without due process.

EQUITABLE CONSIDERATIONS.

24. The Chatbot ChatGPT-4 has also recommended that the appellant must have come to court with clean hands. In this regard, and for the above reasons already discussed, it is found that the appellant is not with clean hands at the moment and on apparent assessment of record. As a sub-set of this point, the artificial intelligence also recommends that the court can also look into the conduct of the respondents/defendants as well if it has to consider grant of injunction. In this regard, so far the appellant/plaintiff could not show that the defendants misconducted themselves. Another sub-set of this equitable consideration is whether the grant of injunction would cause any undue

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hardships to the defendants. It is well settled law in Pakistan that a legal owner of a property cannot be deprived from taking any lawful steps about a disputed property regarding its disposal etc, or otherwise. If in the given circumstances of this suit and on tentative assessment of the record, injunction is granted, the appellant will be at an undue advantage merely on the basis of a private document which he has yet to establish and which was never signed by the respondents or their predecessors and which has not yet culminated in a formal agreement to sell to be enforced at law.

25. Thus, the chatboat ChatGPT-4 assistance is also found relevant and in accordance with settled law in Pakistan to consider even the additional points to see if an injunction is to be granted. This court has reached at the conclusion that none of the said points are in favour of the appellant at the moment.

26. In the light of above discussion, when we look at the impugned order passed by the learned civil judge, it is found that same is well within the bounds of law. We all are also well aware that the principle of *lis pendence* is also applicable in a running suit between the parties and said provision is also to be highlighted for a little discussion. Section 52 of the Transfer of Property Act 1882 has shown that any suit property has to be dealt by any party to the suit under the authority of the court and of such terms and it may impose. This provision is quite a help in for both the parties to save their rights, if any, during the pendency of the suit but under the orders of learned trial court. The arguments of the appellant that availability of this provision does not bar acceptance of application u/s 39 rules 1 & 2 CPC, are lawful arguments but in the

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given circumstances as discussed above, when he has not made out a case for grant of such an injunction, he cannot merely seek injunction on the basis of cited authorities and this line of argument. This court has already observed that the citations of the appellant are distinguishable from the facts and circumstances of this case.

CONCLUSION.

27. For the above reasons, the impugned order is found within the bounds of law which is also speaking, reasonable and calls for no interference by this court under this appeal. The instant appeal stands **DISMISSED** with costs throughout on the appellants.

28. Before parting with this judgment, I deem it necessary to send a copy of the same to Hon'ble Lahore High Court as well as to the Law and Justice Commission of Pakistan to consider discussion on Artificial Intelligence in this Civil Appeal as a law reform proposal.

29. Record of this suit be sent back by annexing a copy of this judgment.

30. File of this court be consigned to the record room by Ahlmad Mr. Muhammad Awais Gondal after its due completion.

Announced.
28.03.2023.
Sajjad Ali

Muhammad Amir Munir,
Addl. District & Sessions Judge, Phalia.

*Certified that this judgment consists of **twenty (20)** pages, which has been dictated, read, corrected and signed by me.*

Addl. District & Sessions Judge, Phalia.

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Present:
28.03.2023.

Malik Munawar Hussain Tarar Advocate, learned counsel for the appellant.

Mr. Bashir Ahmad Saithi Advocate, learned counsel for the respondents.

Arguments heard and record perused.

Vide my separate detailed judgment of even dated written in English language, the impugned order is found within the bounds of law which is also speaking, reasonable and calls for no interference by this court under this appeal. The instant appeal stands **DISMISSED** with costs throughout on the appellants.

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