IN THE HIGH COURT OF SINDH, CIRCUIT COURT, LARKANO

Civil Revision Application No. S-33 of 2025

Applicants The Province of Sindh & others	:	Through Mr. Liaquat Ali Shar Addl. A.G assisted by Mr. Aftab Ahmed Bhutto, Asst. A.G.
Respondent Shabir Ahmed Abbasi	:	Through Mr. Zamir Ali Shah, Advocate
Date of hearing	:	15.09.2025
Date of judgment	:	18.11.2025
Date of announcement	:	27.11.2025

JUDGMENT

Muhammad Saleem Jessar, J.- Through this Civil Revision Application filed under Section 115 of Civil Procedure Code, the Applicants have challenged the Judgment and Decree, both dated 29.01.2025 passed by learned IInd Additional District Judge, Larkano (**Appellate Court**) in Civil Appeal No.133/2024 whereby he has *set aside* the judgment and decree dated 07.11.2024 passed by learned Senior Civil Judge-II, Larkano (**Trial Court**) in FC Suit No.122 of 2024.

2. Briefly, the facts of the case are that Respondent Shabbir Ahmed filed FC Sui No.194 of 2022 against the Applicants herein stating therein that the Plaintiff/Respondent is a Government Contractor. In the month of July 2020, Defendant No.1, who has been arrayed as Applicant No.3 herein, issued Notice Inviting Tenders (NIT) for supply of diet to the patients of Chandka Medical College Hospital and Shaikh Zaid Women Hospital, Larkano (hereinafter referred to as **"the hospitals"**) for the year 2020-21 in various newspapers. The Plaintiff joined such bid and after succeeding, he was awarded contract vide letter dated 18.08.2020 and was advised to start the supply of diet as per requirements/demand of Diet Incharge. Plaintiff supplied such diet until the end of contract till

30.06.2021 and he was issued all payments thereof. Thereafter, after ending of the said contract, the tender for financial year 2021-22 was to be commenced from the month of July, 2021, but Defendant No.1 could not complete such formalities; however, vide letter No. CMCHL/ACCTTS:/11044/49 Plaintiff was demanded to supply diet material for the hospitals for the financial year 2021-22 at the rates of previous year till finalization of tender process for the year 2021-22. On such demand, the Plaintiff supplied diet material for the months of July, August and September 2021 and Plaintiff was paid amount of such supply of diet except for an amount of Rs.9,00,800/- which was withheld from the month of September 2021. Meanwhile, Defendant No.1 after making publications in newspaper and cancelling tenders several times, issued new tender in which Plaintiff and others joined to bid but none of the bidders was granted such tender. However, the Plaintiff upon demand of Defendant No.1, continued supplying diet material to the hospitals and submitted such bills but he was not issued payment for the month of October 2021; due to such non-payment Plaintiff also made written request to do the needful. Thereafter, two months before end of the financial year, Defendant No.1 again issued fresh Notice Inviting Tenders for the financial year 2021-22 in the Daily Kawish newspaper's issue dated 04.04.2022 which was again cancelled by publishing another advertisement in the same newspaper's issue dated 12.04.2022. However, the Plaintiff continued to supply food items as per demand of Defendant No.1. The Plaintiff continuously supplied the diet material to the hospitals till end of the financial year i.e. June 2022 and kept submitting bills of each month to Defendant No.1 but the Plaintiff was not made any payment as Defendant No.1 kept him on hopes of awarding the fresh NIT. Thereafter, Plaintiff filed CP No. D-354/2022 before the Honourable High Court of Sindh, Circuit Court Larkano wherein Defendant No.1 filed comments admitting therein, that bills of the Plaintiff were under process and the delay had been caused due to pendency of NIT process for the year 2021-22 and after completion of the same, bills of the Plaintiff would be finalized in accordance with law. After being satisfied on such comments, the Plaintiff did not press the petition which was dismissed accordingly. On 01.08.2022, Defendant No.1 wrote to Defendant No.2 requesting him for grant of funds of Rs.100,574,765/- for diet of patients to clear the liabilities for the financial year 2021-22, the Plaintiff also approached Defendant No.2 for recovery of funds but he also did not give

proper response. Plaintiff tried his best to recover his amount of Rs.100,574,765/- and lastly he got issued legal notice to Defendants No.1 & 2 through his counsel but of no avail. Therefore, the Plaintiff filed above noted suit in which he sought following prayers:

> a) That this Honourable Court may be pleased to decree the suit of Plaintiff for recovery of Rs.100,574,765/- as amount of Diet material to the patients of 'Hospitals' on account of mutual contract/work order and extending of contract order.
>
> b) To direct the Defendants to pay such amount along with 10% interest till realization of amount.
>
> c) Award costs of the suit to the Plaintiff.
>
> d) Any other relief which this Honourable Court deems fit and proper, be granted to the Plaintiff.

3. Upon service, Defendant No.1 appeared and filed written statement wherein he denied all assertions of the Plaintiff and stated that on the request of Plaintiff the then Medical Superintendent/Chairman, Procurement Committee of Chanka Medical College issued such letter in order to continue diet to the hospitals, but the real fact is that without passing the NIT, the Defendant No.1 is not bound to pay the alleged huge amount to the Plaintiff. It was further averred that as per Section 5 of Contract Act, 1872, the invitation of bid is mere invitation of proposal and it is not binding on other party to come into the shape of agreement. It was further stated that conduct of the Plaintiff shows that he is a greedy person and he wants to obtain a huge amount from the Government in the shape of diet and wants to cause an irreparable loss to the Government exchequer. It was further stated that as per SPPRA Rules, 2010 (Amended in 2017), the answering Defendant reserve all the rights to grant or cancel all or any tender at any time even without any reason. Moreover, supply of food by the Plaintiff was his sweet will and answering Defendant is not bound to pay as there was no fresh NIT. The answering Defendants by virtue of their portfolio carry huge responsibility to impart their duty and same was performed with profound care. Moreover, the answering Defendants had submitted their comments before the High Court of Sindh, Circuit Court Larkano in CP No.D-354 of 2022 which was disposed of. The Defendants were ready and willing to comply with order/observations of High Court, Circuit Court Larkano and accordingly the Plaintiff was advised to appear before the Redressal Committee along with relevant record and his grievance would be resolved within the ambit of law of land. However, the Plaintiff did not appear before the answering

Defendants or before the Redressal Committee in order to get his grievance resolved and he preferred to utilize different source in order to exert pressure upon the answering Defendant for illegally and unlawfully obtaining said unjust amount. The office of answering Defendants never received such notice. The answering Defendant is bestowed with great responsibility in order to take care of the hospitals and other office work, hence he mostly remains engaged in office work as well as welfare work of deserving patients admitted in Government Hospitals. The Plaintiff wants to obtain the excess huge amount from the answering Defendants by using foul tactics and it apparently seems impossible that any person dare to spend such huge amount in Billions from his own pocket in short time of 9 months without fulfilment any codal formalities. It was lastly prayed in the written statement that the suit may be dismissed with special costs.

4. On the basis of pleadings of the parties, the trial court framed issues and proceeded to record evidence. After hearing the arguments of counsels for the parties, trial court dismissed the suit of the Plaintiff / Respondent vide judgment and decree dated 27.02.2024. The Plaintiff / Respondent assailed the said judgment by preferring Civil Appeal No.38/2024 before VIth Additional District Judge, Larkano. The Appellate Court after hearing the advocates for the parties vide judgment dated 03.8.2024 allowed the appeal, *setting aside* the judgment and decree passed by the trial Court and remanded the case to the trial Court with direction to rehear the arguments of both the parties and pass fresh judgment in accordance with law.

5. After remand, the trial Court re-numbered the case as F.C. Suit No.122/2024 and assigned the same to IInd Senior Civili Judge, Larkano for deciding the matter afresh. After hearing the parties, the trial court dismissed the suit vide judgment dated 07.11.2024.

6. The Plaintiff / Respondent again challenged the said judgment by preferring Civil Appeal No.133/2024 before II-Additional District Judge, Larkano. The Appellate Court allowed the said appeal, set aside the judgment and decree passed by the trial Court vide impugned judgment and decree dated 29th January, 2025. The Appellate Court directed the Defendants/Applicants to make payment of the decretal amount to the

Plaintiff /Respondent within a period of two months. It was further ordered that in case of failure to make payment, the Plaintiff would be entitled to profits/returns on the decreed amount at the rate of six (6) percent per annum but the same shall not be compounded.

7. The applicants/Defendants have impugned the judgment and decree passed by the Appellate Court by means of instant Civil Revision Application.

8. I have heard learned counsel for the parties and have perused the material available on the record.

9. Learned Additional A.G. assisted by learned Assistant A.G. appearing on behalf of the Applicants submitted that the suit filed by the Respondent was rightly dismissed by the trial Court twice; however, the appellate Court erred while firstly remanding the case for hearing fresh arguments, and then in the second round, decreeing the suit without proper appreciation and appraisal of the evidence as well as the relevant law and the rules; even the appellate Court did not discuss the issues settled down by the trial Court. They further went on to say that no documentary evidence was adduced by the Respondent/Plaintiff to substantiate his claim to the extent of award/execution of contract, which by virtue of Section 5 of the Contract Act was void. They further submitted that no NIT was issued or approved, even the amount so claimed was huge one, therefore, it was mandatory to advertise the contract/NIT through three large and widely circulated newspapers or electronic media and without completion of said codal formalities, the claim of Respondent, if it is presumed to be true even then cannot be awarded or approved. They also referred Rule 17 of SPPRA Rules, 2010. They, therefore, submitted that learned trial Court rightly dismissed the suit filed by the Respondent and the appellate Court has committed gross illegality, which apparently warrants interference by this Court in exercise of its Revisional Jurisdiction; hence, prayed for grant of instant Revision Application and *setting aside* the impugned judgment and decree passed by the Appellate Court.

10. On the other hand, Mr. Zamir Ali Shah, learned Counsel for the Respondent/Plaintiff, opposed the revision application and by referring

para-4 of the plaint, available at page-95 of the Court file, submitted that the contract awarded to the Respondent for the year 2020-21 vide Ex.22-B ended on 30.06.2021 and the amount so invested by him was paid to him. He next submitted that no fresh contract was issued; however, by virtue of Ex.22/C the Respondent/Plaintiff was directed to continue the supply for the year 2021-22; however, out of said contract the Respondent/Plaintiff paid the amount from July to September, 2021 and later from October, 2021 to June, 2022 no payment was made and that before filing the civil suit, the Respondent/Plaintiff had also maintained a petition being C.P. No.D-354/2022 before this Court (page-189), which upon the statement of the Applicants/Defendants was disposed of by way of order dated 07.6.2022, which is available at page-221 of the Court file, whereby the Applicants/Defendants had admitted claim of the Respondent/Plaintiff. He further argued in rebuttal that Section 5 of the Contract Act has got no relevancy with this case, as by virtue of Rule 25 of the SPPRA Rules, if the payment is denied, the concerned department is under obligation to return the things or benefits they earned, which by way of Rule 16(b) of SPPRA Rules provides alternate method of the payment. He while going through the evidence submitted that the applicants/Defendants had issued many letters to the department for payment, which subsequently were not responded to by the department; hence the Respondent/Plaintiff was constrained to maintain the suit, which ultimately was decreed by the appellate Court. Hence, contract so awarded to the Respondent was not *void* and in case it may be presumed to be *void*, he urged that by virtue of Section 65 of the Contract Act, 1872 the Applicants/Defendants are under obligation to return the benefits extended to them by the answering Respondent/Plaintiff. In support of his contentions, he placed reliance upon the cases reported as 2014 CLD 337, 2021 SCMR 1805, 2008 CLC 1043, 2007 Appellate Cases (AC) 280 and 2021 CLC 1296. As far as documentary evidence is concerned, he placed reliance upon the case reported as 2011 SCMR 873 and in respect of public procurement upon the case reported as 2010 CLC 1253. Lastly, he submitted that the trial Court had erred while dismissing his suit, therefore, the impugned judgment and decree passed by the appellate Court do not suffer from any illegality or infirmity, which may warrant interference by this Court; hence, he prayed for dismissal of the Revision Application.

11. In order to arrive at a just and proper conclusion it would be advantageous to reproduce hereunder the relevant rules of the SPPRA, 2010:

> **16. ALTERNATE METHODS OF PROCUREMENTS**.- (1) A procuring agency may utilize following alternative methods of procurement of goods, services and works, namely –
>
> (a) **Request for Quotations**.-
>
> (i) request for quotation is the method based on comparing price quotations obtained from at least three suppliers, contractors, and service providers, in the case of services other than consulting services, to assure competitive prices;
>
> (ii) a procuring agency shall engage in this method of procurement only if the following conditions exist;
>
> (A) the cost of object of procurement is below the prescribed limit of one hundred thousand rupees and above the financial limit prescribed for petty purchase, as provided in clause (d);
>
> (B) the object of procurement has standard specifications;
>
> (C) the object of the procurement is purchased from the supplier offering the lowest price;
>
> (D) requests for quotations shall indicate the description and quantity of the goods or specifications of works, as well as desired delivery, or completion time and place. Quotations may be submitted by letter, facsimile or by electronic means;
>
> (E) the evaluation of quotations shall follow the same principles as applicable to open competitive bidding.
>
> **(b) Direct Contracting.-** This method means procurement from a single source without competition and shall only be applicable under any of the following conditions –
>
> (i) standardization of equipment or spare parts, to be compatible with the existing equipment:
>
> Provided that the competent authority certifies in writing the compatibility of the equipment or spare part(s) to be procured;
>
> (ii) the required item(s) is of proprietary nature and obtainable only from one source:
>
> Provided that the Head of the Department certifies in writing the proprietary nature of the item(s) to be procured;
>
> (iii) the contractor responsible for a process design requires the purchase of critical items from a particular supplier as a condition of a performance guarantee;
>
> (iv) where civil works are to be contracted and are a natural extension of an earlier or on-going job and it can be ascertained that the engagement of the same contractor will be more economical and will ensure compatibility of results in terms of quality of work subject to clause (e) below;

(v) where a change of supplier would oblige the procuring agency to acquire material having different technical specifications or characteristics and would result in incompatibility or disproportionate technical difficulties in operation and maintenance:

Provided that the competent authority certifies in writing the compatibility of the materials to be procured;

(vi) when the price of goods and works and service related thereto, is fixed by Government or any other authority, agency or body duly authorized by the Government, on its behalf;

(vii) for purchase of locally manufactured motor vehicle from local manufacturers or their authorized agents at manufacturer's price;

(viii) in cases of emergency:

Provided that the Head of the Department or any other officer not below BS-20 to whom such powers have been delegated by the Head of the Department, declares that a situation of emergency has arisen and reasons for making such a declaration shall be recorded in writing.

(C). ---- xxx

(D). ----

(E). -----

14. Whereas, the requirement for and advertisement procedure is provided under Rule 17 which is as under,

17. METHODS OF NOTIFICATION AND ADVERTISEMENT.- (1)

Procurements over one hundred thousand rupees and up to one million rupees shall be advertised by timely notifications on the Authority's website and may in print media in the manner and format prescribed in these rules.

[(1A) All procurement opportunities over one million rupees shall be advertised on the Authority's website as well as in the newspapers as prescribed.]

(2) The advertisement in the newspapers shall appear in at least three widely circulated leading dailies of English, Urdu and Sindhi languages.

(3) The notice inviting tender shall contain the following information – (a) name, postal address, telephone number(s), fax number, e-mail address (if available) of the procuring agency; (b) purpose and scope of the project; (c) schedule of availability of bidding documents, submission and opening of bids, mentioning place from where bidding documents would be issued, submitted and would be opened; (d) amount and manner of payment of tender fee and bid security; (e) any other information that the procuring agency may deem appropriate to disseminate at this stage;

(4) In cases, the procuring agency has its own website; it shall also post all advertisements concerning procurement on that website as well.

(5) A procuring agency utilizing electronic media shall ensure that the information posted on the website contains all the information mentioned in sub-rule (3) above.

(6) In the case of international competitive bidding, the notice shall be advertised in two widely circulated local English language newspapers in accordance with sub-rules (1) (3) (4) and (5) above, and shall also be posted in English language on an internationally known website dedicated for the particular goods, works or services, or any widely circulated English language international newspaper.

[18. RESPONSE TIME.- The procuring agency shall give due consideration to the scope, magnitude and nature of procurement, while deciding the response time, which shall not be less than fifteen days in case of National Competitive Bidding and forty five days in case of International Competitive Bidding:

Provided that the Notice Inviting Tenders (NIT) shall be hoisted on Authority's website in case of Procurements up to rupees one million and published in newspapers in case of over rupees one million on or before the date of issuance of bidding documents.]

19. EXCEPTIONS.- Under following circumstances deviation from the requirements under Rules 17 and 18 is permissible –

(1) **In cases of emergency**, minimum time periods, specified in Rule 18 may be reduced subject to the prior approval with reasons to be recorded by the Head of Department or an officer not below BS-20 who has been delegated such powers.

(2) In cases of procurement related to national security, the requirement of advertisements and publication under Rule 17 may be waived, provided the Head of Department declares beforehand that such a publication could jeopardize national security objectives.

(3) The requirement of advertisement and publication under Rule 17 may be waived in a case of procurement, if it relates to disclosure of information, which is proprietary in nature or falls within the definition of intellectual property, which is available from a single source provided that, the approval of the Head of Department has been sought beforehand.

12. Rule 17 (1A) of the SPPRA, rules 2010 provides that all procurement opportunities over one million rupees shall be advertised on the Authority's website as well as in the newspapers as prescribed. Sub-rule (2) provides that the advertisement in the newspapers shall appear in at least three widely circulated leading dailies of English, Urdu and Sindhi languages. From the wording of the abovesaid provision of law, it seems that the same are mandatory requirements in respect of all procurement opportunities over one million rupees. In this view of the matter unless NIT process is completed after fulfilment of aforesaid requirements, the contract of the goods cannot be termed to be in accordance with the law and relevant rules. However, Clause (b) to Rule 16 provides Direct

Contracting from same source / contractor. However, sub-clause (iv) to Clause 16(b) provided that such direct contracting can be done only where civil works are to be contracted and are a natural extension of an earlier or ongoing job and it can be ascertained that the engagement of the same contractor will be more economical and will ensure compatibility of results in terms of quality of work subject to Clause (e).

13. Clause (e) to Rule 16(1) defines "Repeat Orders" as procurement of additional quantities of the item(s) from the original contractor or supplier, where, after the times originally envisaged for the project or scheme have been procured through open competitive bidding, and such additional quantities of the same item(s) of goods or works are needed to meet the requirement of the project or scheme. Proviso to Clause (e) makes it subject to the condition that the cost of additional quantities of item(s) shall not exceed 15% of the original contract amount; and that the original supplier and contractor are willing to supply goods or carry out additional work on the same prices as agreed in the original contract; and that in case of goods, it shall be permissible only within the same financial year, and in case of works, during the currency of the project(s) or scheme(s).

14. Clause (viii) to Rule 16(1)(b), which relates to emergency situation, is very much relevant and is reproduced hereunder:

> **(viii) in cases of emergency:**
>
> Provided that the Head of the Department or any other officer not below BS-20 to whom such powers have been delegated by the Head of the Department, declares that a situation of emergency has arisen and reasons for making such a declaration shall be recorded in writing.

15. Rule 19 is also very important, which provides exceptions and exemptions to fulfill conditions as stipulated in Rules 17 and 18, as quoted above. As per Rule19(1) in case of **emergency**, minimum time periods, specified in Rule 18 may be reduced **subject to the prior approval with reasons to be recorded by Head of Department or an officer not below BS-20** who has been delegated such powers; Sub-rule (2) to Rule 19 provides that in cases of procurement related to national security, the requirement of advertisements and publication under Rule 17 may be waived, **provided the head of Department declares beforehand that such a publication could jeopardize national security objectives;**

whereas Sub-rule (3) provides that the requirement of advertisement and publication under Rule 17 may be waived in a case of procurement, if it relates to disclosure of information, which is proprietary in nature or falls within the definition of 'intellectual property', which is available from a single source provided that the approval of the head of Department has been sought beforehand.

16. After a thorough scrutiny of the abovesaid provisions of law, it is abundantly clear that a complete procedure and mechanism has been provided in the shape of NIT and advertisements etc. for procurement of opportunities over two million rupees. The claim of the Plaintiff, is to the tune of Rs.100,574,765/-, thus the same being over two million rupees, cannot be awarded without adopting and following the process of NIT as prescribed in Rule 17. In the instant case, no situation of **emergency** was declared by the Head of the Department or the Officer not below the rank of BS-20 as provided in Clause (viii) to Rule 16(1)(b) of the Rules, 2010. Besides, as provided in Rule 19, neither there was any state of emergency, nor the procurement related to **national security** or, for that matter the same related to disclosure of information, which was proprietary in nature or fell within the definition of **'intellectual property'**, which was available from single source. Needless to emphasize that Clause (viii) to Rule 16(1)(b) and Sub-rules (1), (2) and (3) to Rule 19 envisage, in unequivocal terms, that in order to confirm that there was a situation of **emergency,** or that other exceptions, as mentioned in Rule 19(2) and (3), exist in any case, then it would be mandatory that prior approval should be obtained with reasons to be recorded from the Head of Department or an officer not below the rank of BS-20 who has been delegated such powers. The Plaintiff has miserably failed to prove during the trial of the suit that such prior approval had been obtained from the competent authority.

17. In this context, the main, rather sole, stress laid on behalf of the Respondent/Plaintiff, is; on the letter dated 01.7.2021 (Ex.22/C) addressed by the Medical Superintendent, Chanka Medical College Hospital, Larkano to the Respondent/Plaintiff. For the sake of convenience and ready reference, it would be beneficial to reproduce hereunder the contents of the said letter:

> **"You are winner of Diet Tender for the Financial Year 2020-2021 on the basis of lowest rates and your contract agreement ended on 30th June 2021, So you are hereby**

directed to continue the supply of Died material for Chankda Medical College Hospital / Shaikh Zaid Women Hospital, Larkano on the rates of previous year for the current Financial year 2021-22 till finalization of Tender process of current Financial Year.

This is for your information."

18. From a careful reading of the contents of above-quoted letter, it seems that there is no mention, at all, that the authority competent under the Rules, 2010, has declared that it was a case of **emergency** or that procurement related to **national security** or it related to disclosure of information, which is proprietary in nature or falls within the definition of **intellectual property**, which is available from single source. The aforesaid letter only contains a direction issued to the Plaintiff/Respondent to continue the supply of Diet material for the hospitals mentioned therein. However, it was specifically mentioned in the said letter that such arrangement was effective **till finalization of Tender process of current financial year** i.e. 2021-22. This clearly shows that the Plaintiff/Respondent was not awarded contract for the year 2021-22, rather it was only a tentative arrangement till the **finalization of Tender process**. In this view of the matter, the plea raised on behalf of the Plaintiff/Respondent is totally misconceived.

19. Moreover, as per Rule 16 (b) (iv) where civil works are to be contracted and are a natural extension of an earlier or ongoing job and it can be ascertained that the engagement of the same contractor will be more economical and will ensure compatibility of results in terms of quality of work subject to clause (e). Repeat Orders as per Clause (e) mean procurement of additional quantities of the item(s) from the original contractor or supplier, where, after the times originally envisaged for the project or scheme have been procured through open competitive bidding, and such additional quantities of the same item(s) of goods or works are needed to meet the requirement of the project or scheme. Proviso (iii) to Clause (e) provides that in case of goods, it shall be permissible **only within the same financial year**, and in case of works, during the currency of the project(s) or scheme(s). Admittedly, the alleged contract of the Plaintiff related to supply of **goods** without NIT, but the same did not pertain to the same financial year, thus the said provision also does not support the case of the Plaintiff/Respondent.

20. Upshot of above discussion is that fulfilment of the procedure and process contained in Rule 17 of the Rules, 2010 was mandatory in nature without which the contract could not be termed as legal.

21. It is a well settled law that where the law prescribes a thing to be done in a particular manner by following a particular procedure, it shall be done in the same manner by following the provisions of law without deviating from the prescribed procedure, and where a power is given to do a certain thing in a certain way, the thing must be done in that way or not at all.

22. In this context, reference may be made to the case of **Messrs TRI-STAR INDUSTRIES (PVT.) LIMITED Vs. TRISA BURSTENFABRIK AG TRIENGEN and another**, reported as 2023 SCMR 1502, wherein it was held by the Honourable Supreme Court as under:

> "10. Where the law prescribes a thing to be done in a particular manner following a particular procedure, it shall be done in the same manner following the provisions of law without deviating from the prescribed procedure, and where a power is given to do a certain thing in a certain way the thing must be done in that way or not at all. It would be a misconceived notion that grant of extension is merely a matter of procedure and hence it cannot be challenged. The Registrar has been vested with the power to grant the extension within a prescribed procedure and parameters that should be adhered to while considering applications for extension. The discretion is not unbridled but it is controlled by the ambiance of rule purposely and due to deviation and non-compliance of it in stricto sansu, the other side had rightly invoked the appellate jurisdiction of the High Court. It is a fundamental canon of interpretation and understanding that the statute should be read in its mundane, natural and grammatical meaning in order to give effect with proper construction. If the language of the statute is plain and instantly recognizable then there should be no question of its construction or interpretation by the Court. A construction which diminishes the statute to a futility has to be avoided rather it should be construed as a workable instrument. It is the foremost sense of duty of the Court to figure out the intention of the legislature through word for word meaning and if it admits only one meaning, no further interpretation is required except that meaning which should be put into effect in view of the legal maxims `absoluta sententia expositore non indiget' (clear and unambiguous text should be read according to its plain meaning rather than with reference to secondary sources of interpretation) and `ut res magis valeat quam pereat' (An enacting provision or a statute has to be so construed to make it effective and operative); A verbis legis non recedendum est. (A provision of the law shall not depart or from the words of law, there must be no departure). If a statute provides for a thing to be done in a particular manner, then it has to be done in that manner and in no other manner, the same

elucidation of law is virtually enlightened and deducible from the following judicial precedents:

1. Chaudhry Shujat Hussain v. The State (1995 SCMR 1249). It is well-settled principle of interpretation of statute that where any provision couched in negative language requires an act to be done in a particular manner then it should be done in the manner as required by the statute otherwise such act will be illegal.
2. Khalid Saeed v. Shamim Rizvan and others (2003 SCMR 1505). It is time and again held by this Court that if a method is prescribed to do a thing in a particular manner, it must be followed in letter and spirit.
3. State Life Insurance Corporation of Pakistan through Chairman and another v. Director-General, Military Lands and Cantonments, Rawalpindi and others (2005 SCMR 177). When the statute specifically requires a public functionary to act in a particular, manner, it must act in that manner and the Courts have all the power to see as to whether it acted in that manner or not.
4. Muhammad Akram v. Mst. Zainab Bibi (2007 SCMR 1086). When the law requires a thing to be done in a particular manner then it would be a nullity in the eyes of law, if not performed in that very prescribed manner.
5. Province of Punjab through Secretary, Excise and Taxation Department, Lahore and others v. Murree Brewery Company Limited and another (2021 SCMR 305). This Court referred to some foreign precedents that the test to determine whether a provision is directory or mandatory is by ascertaining the legislative intent behind the same. The general rule expounded by this Court is that the usage of the word 'shall generally carries the connotation that a provision in mandatory in nature. However, other factors such as the object and purpose of the statute and inclusion of penal consequences in cases of non-compliance also serve as an instructive guide in deducing the nature of the provision. If the provision is couched in prohibitive or negative language, it can rarely be directory, the use of peremptory language in a negative form is per se indicative of the interest that the provision is to be mandatory.
6. Federation of Pakistan through its Secretary, Finance, Islamabad and another v. E-Movers (Pvt.) Limited and another (2022 SCMR 1021). The Constitution of the Islamic Republic of Pakistan is the fountainhead of the rule of law in Pakistan. 'To enjoy the protection of law and to be treated in accordance with law is the inalienable right of every citizen.' The rule of law constitutes the bedrock of governance. When the law stipulates that something has to be done in a particular manner that is how it should be done. And any person who exercises authority must do so in accordance with law.
7. Nazir Ahmad v. King Emperor [1936 SCC OnLine PC 41] It is well settled that if a particular procedure in filling up the application form is prescribed, the application form should be filled up following that procedure alone. This was enunciated by Privy Council "that where a power is given to do a certain thing in a certain way the thing must be done in that way or not at all. Other methods of performance are necessarily forbidden."

> 8. Chandra Kishore Jha v. Mahavir Prasad and others [(1999)
> 8. SCC 266]. It is a well-settled salutary principle that if a statute provides for a thing to be done in a particular manner, then it has to be done in that manner and in no other manner. (See with advantage: Nazir Ahmad v. King Emperor [(1935-36) 63 IA. 372 : AIR 1936 PC 253 (II)] , Rao Shiv Bahadur Singh v. State of V.P. [AIR 1954 SC 322 : 1954 SCR 1098] , State of U.P. v. Singhara Singh [AIR 1964 SC 358: (1964) 1 SCWR 57]."

23. In view of above legal position, without adopting and adhering to the mandatory provisions of Rule 17, 18 and 19 of the SPPRA Rules, 2010, the Respondent/Plaintiff could not be awarded contract for the financial year 2021-22 and, thus, his such demand does not seem to be in accordance with the law and relevant rules.

24. Needless to emphasize that even otherwise a Plaintiff is bound to prove his case himself by adducing tangible evidence and producing authentic documents and he cannot take benefit and shelter of the weakness, if any, surfaced in the Defendant's case. In the instant case the Plaintiff has not succeeded in proving that he was entitled to be awarded contract for the financial year 2021-22 and that the supply of diet made to the hospitals by him, was on account of emergency condition.

25. In the case of ***NAEEM RAFI*** Vs. ***WASEEM and 8 others***, reported in **2024 Y L R 1360 [Balochistan],** it was held as under:

> ***"7. No doubt the Plaintiff is duty bound to prove his case on the strength of his own evidence. Under Article 117 of the Qanun-e-Shahadat Order, 1984 the burden of proof lies on person who desires the court to give decision in his favor. The Plaintiff must prove the case on its own leg he cannot take benefit from the weakness of Defendant's side. In this regard reliance is placed on the case of Nasir Ali v. Muhammad Asghar 2022 SCMR 1054, whereby it has been observed as under:***
>
> > ***"6. According to the Article 117 of the Qanun-e-Shahadat Order, 1984, if any person desires a court to give judgment as to any legal right or liability, depending on the existence of facts which he asserts, he must prove that those facts exist and burden of proof lies on him. The terminology and turn of phrase "burden of proof" entails the burden of substantiating a case. The meaning of "onus probandi" is that if no evidence is produced by the party on whom the burden is cast, then such issue must be found against him. The burden of proof for the deceitful transaction rests normally on the person who impeaches it. In a suit for declaration alleging that the sale was fictitious, the***

> ***onus is on the Plaintiff to prove the same. Where the evidence of Plaintiff was self- contradictory and not confidence inspiring then he must fail and where the case is doubtful, the decision must be given in favour of Defendant rather than the Plaintiff. It is a well settled exposition of law that the Plaintiff must succeed on the strength of his own case rather than the weakness of the Defendant. The lawsuits are determined on preponderance or weighing the scale of probabilities in which Court has to see which party has succeeded to prove his case and discharge the onus proof which can be scrutinized as a whole together with the contradictions, discrepancies or dearth of proof It is the burdensome duty of the Court to detach the truth from the falsehood and endeavor should be made in terms of the well-known metaphor, "separate the grain from the chaff" which connotes and obligates the Court to scrutinize and evaluate the evidence recorded in the lis judiciously and cautiously in order to stand apart the falsehood from the truth and judge the quality and not the quantity of evidence.***

26. In the judgment passed by this Court in the case of ***PAKISTAN through Secretary, Ministry of Defence, Islamabad and 2 others*** Vs. ***WADERO LAL BUX***, reported in 2021 C L C 1609 [Sindh], it was held as under:

> ***"46. As per Articles 117, 118 and 122 of Qanun-e-Shahadat, heavy burden was on the shoulders of the Respondent*** *(Plaintiff in the suit)* ***to prove his affirmative case of ownership through cogent and reliable evidence, which was in his special knowledge but he miserably failed to prove the same. It is also well settled principle of law that party approaching Court for grant of relief would have to discharge his own burden and stand on his own legs to succeed and could not avail benefit of any weakness in the case of opposite party. Reliance placed on the case-law reported in 2010 SCMR 1630.***
>
> (Clarification \ made for the sake of convenience)

27. The case-laws relied upon on behalf of the Respondent/Plaintiff are distinguishable, as in none of such cases, it has been held that where the law prescribes a thing to be done in a particular manner and where a power is given to do a certain thing in a certain way, even in such an eventuality, deviation from the same could be made. In the instant case, of course, the provisions of Rule 16 provide certain exceptions and exemptions from following the procedure and process stipulated in Rule 17 and 18, however such provisions of Rule 16 have also been made subject to strict compliance of the pre-conditions mentioned in Rule 19 of the Rules, 2010 and clause (viii) to Rule 16(1) (b), thus without following the same, the exceptions and exemptions provided in Rule 16 cannot be made available to the Respondent/Plaintiff.

28. The upshot of above discussion is that the trial Court had rightly dismissed the suit of Respondent Shabbir Ahmed and the findings of reversal given by the Appellate Court in the judgment impugned herein are not in accordance with the law and the relevant rules and the same are contrary to the principles enunciated by the Superior Courts. Consequently, instant Civil Revision Application is hereby **allowed**, with the result the **Judgment and Decree, both dated 29.01.2025 passed by learned IInd Additional District Judge, Larkan, in Civil Appeal No.133/2024 are set aside and the judgment and decree dated 07.11.2024 passed by learned Senior Civil Judge-II, Larkano in FC Suit No.122 of 2024 are** maintained and the suit of Respondent Shabbir Ahmed stands **dismissed**.

29. Before parting with the case, it may be observed that the Defendants in their written statement filed in the suit instituted by Respondent Shabbir Ahmed, had stated that after disposal of CP No.D-354 of 2022, the Plaintiff was advised by the Defendants to appear before the Redressal Committee of the Defendant along with relevant record and his grievance would be resolved within the ambit of relevant law. However, the Plaintiff did not appear before the Defendants or before the Redressal Committee in order to get his grievance resolved. In fact, such mechanism has been provided in Rule 31 of the SPPRA Rules, 2010. Sub-rule (1) to Rule 31 is reproduced hereunder for the sake of convenience:

> ***"31. Mechanism for Redressal of Grievances.---(1) The procuring agency shall constitute a committee for complaint redressal comprising odd number of persons, with appropriate powers and authorizations, to address the complaints of bidders that may occur during the procurement proceedings.***

30. In this view of the matter, the Respondent/Plaintiff Shabbir Ahmed shall be at liberty to approach the Redressal Committee constituted under Rule 31 of the SPPRA Rule, 2010, by moving proper complaint/representation along with relevant record for redressal of his grievance. Such complaint/representation shall be decided by the Rederssal Committee within a reasonable time but not later than six months.

Larkano, JUDGE
Dated: 18-11-2025
Approved for Reporting