

THE HIGH COURT OF SINDH KARACHI

BEFORE:

Mr. Justice Muhammad Saleem Jessar

Mr. Justice Nisar Ahmed Bhanbhro

C.P. No. D - 2473 of 2026

[AM Associates and another v. Government of Sindh through Chief Secretary and others]

Petitioners : M/s. Barrister Salahuddin Ahmed, Chaudhry Atif Rafiq, Neha Makhdoom, Muzzamil Iqbal and Sibtain Muhammad Ali, Advocates.

Respondents 1-6 : M/s. Jawwad Dero, Advocate General, Sindh assisted by M/s. Saifullah Khan and Faizan Ahmed Memon, Additional Advocates General, Sindh.

Respondent No.7 : M/s. Barrister Jahanzeb Awan and Shahan Karimi, Advocates.

Date of hearing : 07-05-2026

Date of decision : 07-05-2026

Date of Reasons : 21-05-2026

J U D G M E N T

Nisar Ahmed Bhanbhro, J. Through the instant Petition, the Petitioners have claimed following relief(s):

- A- *Direct the de-sealing of the project site located at Aldin Park, Main Rashid Minhas Road, Block -11, Gulshan - e - Iqbal Karachi and restrain the official Respondents from interfering with into the possession and usage of the project site and Lot-2 Site.*
- B- *Restrain the official Respondents from interfering with the usage and utilization or removal of the petitioners' stocks including but not limited to the steel, construction material, motor vehicles, trucks, machinery, furniture and fittings, shuttering etc.,*
- C- *Restrain the Respondents directly or indirectly from carrying on any works on the project Lot-2 awarded to the Petitioners and from initiating any bidding / tender process in relation to the same;*
- D- *Direct the Nazir of this Honorable Court to make the inventory of the entire stocks of the Petitioners including but not limited to steel, construction material, motor vehicles,*

trucks, machinery, furniture and fittings, shuttering etc lying at the project site and determine the actual works completed by the Petitioners on the Lot - 2 Mosmiat to Numaish of BRT project under the contract;

E- *Costs of the Petition.*

F- *Grant such other relief as may be fit and proper in the facts and circumstances of the case.*

2. Mr. Salahuddin Ahmed, learned Counsel for the Petitioners contended that Petitioner No. 1 & Petitioner No. 2 entered into a joint venture agreement dated 15.11.2020 to jointly bid, acquire and execute "Karachi Bus Rapid Transit" Red Line Project Lot -2 Mosmiyat to Numaish (BRT) under the name and style "CR3-AM Associates JV"; that the Respondent No 7 (M/S TransKarachi) invited tenders for execution of BRT Project; that Petitioners participated in the tender process and remained successful being lowest bidders. He contended that contract against bid value of Rs 15,93,57,01,527 (PKR 15.94 Billion approximately) was awarded to Petitioners and contract agreement dated 04.01.2022 was executed between Respondent No 7 and Petitioners. He contended that Petitioners mobilized at the site, but M/S TransKarachi failed to deliver complete site design; that until now only 50% of Site Design was handed over to Petitioners out of which 80% work was executed at site. He contended that M/S TransKarachi caused delays in execution of project, which resulted in cost escalation for which several claims were made to the Engineer and ultimately referred to Dispute Resolution Board (DRB) per terms and conditions of Contract. That out of five claims made by the Petitioners four were resolved in their favor and an additional amount of Rs 3,77,44,58,690 (PKR 3.775 Billion) has been granted to Petitioners by DRB. Due to non-payment of amounts Petitioners filed Suit No 10325/2025 before the Court of 10th Senior Civil Judge Karachi South, the dispute was referred for arbitration vide order dated 20.04.2026 and an amount of PKR 1.6 Billion has been paid to the Petitioners. He contended that on 21.04.2026 Deputy Commissioner Karachi East, SSP Karachi East, Mukhtiarkar Gulshan e Iqbal and Station House Officer, Police Station Gulshan e Iqbal (Respondents No 3 to 6) along with heavy police and rangers deployment came to project site located at Aladin Park Rashid Minhas Road Karachi and sealed the premises. He further contended that on the same date Petitioners were served with "termination of contract" notice. He argued that entire staff of

the Petitioners was removed from the site forcibly and at the time of sealing huge stocks including construction material was lying at the site. He contended that sealing of the site and forcible removal of the Petitioners from Project Site was unlawful, contrary to the terms of contract, high handedness, and attempt to snatch away the possession of project site. He contended that Petitioners were served a termination notice dated 21.04.2026 for termination of contract within one month's time but impugned action was taken much before the expiry of notice period. He further contended that premises were sealed without any prior notice and Respondents No 3 to 6 were not authorized under any law to take a unilateral decision of sealing of premises. He contended that M/S TransKarachi did never require the sealing of project site and intended actions were taken under some extraneous considerations to further aggravate the agony faced by the people due to delay in execution of project. He contended that writ was maintainable in contractual disputes where the public authority did not act fairly, justly and reasonably and placed reliance upon the judgments in the case of *Airport Services Vs. Airport Manager* (1998 SCMR 2268), *Ramna Pipe Vs. Sui Southern Gas Company* (2004 SCMR 1274), *Wak Orient Power Vs. Ministry of Water & Power* (1998 CLC 1178), unreported judgment in the case of *Anoud Tasveer Vs Federation of Pakistan*). He contended that M/S TransKarachi was a government owned Company and falls within the definition of person and was amenable to writ jurisdiction of this Court and placed reliance upon the judgments in the case of *Salahuddin Vs. Frontier Sugar Mills* (PLD 1975 SC 244), *Pakistan Defence Officers Housing Authority Vs. Col. Syed Jawed Ahmed* (2013 SCMR 1707), *PIA Corporation Vs. Tanveer ur Rehman* (PLD 2010 SC 676). He further contended that though forum for redress of contractual disputes was available within the contract agreement but pending adjudication of disputes before other forum, the interim relief can be granted by this Court under article 199 of the Constitution of Islamic Republic of Pakistan, of 1973 (the Constitution) and relied upon the judgment in the case of *Pak Saudi Fertilizers Ltd. Vs Federation of Pakistan* (2002 PTD 679). He contended that final relief can be granted at the interim stage and relied upon the judgment in the case of *Government of Pakistan Vs. M.I. Cheema, Deoraj Vs State of Maharashtra & others, JDW Sugar Mills Vs. Federation of Pakistan* (PLD 2024 Sindh 348). He contended that by sealing the project site without notice, the Petitioners were not dealt in accordance with law and fundamental rights of the Petitioners as to business were curtailed which tantamount to

violation of guarantee ensured under article 4, 9, 10-A and 18 of the Constitution. He relied upon the unreported judgments in the case of *Samina Alvi and another Vs Province of Sindh & others (CPD No 4934 of 2024)*, *Faisal Hameed Vs. Federation of Pakistan (CPD 803 of 2024)*. He lastly prayed to allow this Petition.

3. Mr. Jehanzeb Awan, Learned Counsel for Respondent No 7 (M/S TransKarachi) contended that Petitioners were awarded contract of BRT Corridor on University Road but they failed to execute the contract in terms of contract agreement, therefore, a termination notice in terms of the said agreement had been given to the Petitioner. He contended that on Petitioners were under an obligation to act upon the termination notice and hand over the site peacefully to Employer (M/S TransKarachi). He contended that if Petitioner fail to comply with directions contained under termination notice, the action in accordance with law shall follow. He contended that project Site was not sealed but Petitioners' Project Office was sealed and M/s TransKarachi had no relation or concern with the sealing of project Office. He contended that writ was not maintainable against the contractual obligations. He contended that on expiry of notice period the contract of Petitioners would be terminated as Petitioners were causing unnecessary delay in project which has resulted in huge inconvenience to people of Karachi. He contended that on termination of Contract bidding process would be conducted afresh. He prayed to dismiss the petition.

4. Mr Jawwad Dero, Learned Advocate General Sindh contended that the Petition was totally misconceived. He contended that Petitioners by twisting the pleadings have made an attempt to get life for the contract which M/S TransKarachi intended to terminate. He contended that no action with regard to the sealing of Project site was taken but Petitioners' project office was sealed. He contended that Petitioners obtained Ten Acres Land on rent from Karachi Metropolitan Corporation (KMC) for establishment of project camp office for three years in July 2022. He contended that premises were leased out to Petitioners on certain terms and conditions which they failed to fulfill. He further contended that on expiry of three years' tenancy period, Petitioners were informed in writing to vacate the premises but despite repeated notices they failed to hand over the possession to KMC, therefore, KMC initiated action to retrieve the

possession. He contended that on KMC's request Commissioner Karachi directed Revenue Authorities for assistance. He contended that ample opportunity was provided to Petitioners to lift articles from the premises therefore, while retrieving the possession it was deemed necessary to seal the premises with sole aim of safety and safeguard of the articles kept in the property. He contended that Petitioners were aware about action taken by KMC but they deliberately did not array KMC as party to proceedings and twisted the relief towards contractual obligations. He contended that Project Site was not sealed it was open, however, government was rehabilitating the portions of University Road to ensure a safe passage for commuters. He contended that Petitioners were awarded contract of BRD Corridor on University Road but due to their in-expertise entire University Road was distributed and closed for traffic resulting into huge public cry. He contended that Petitioners have failed to comply with the contract agreement therefore government has decided to terminate the contract and for fresh bidding. He contended that action of sealing the project office was done in accordance with law. He contended that project land was retrieved on the request of KMC and now possession lies with original owner. He prayed to dismiss the petition.

5. Heard Arguments of Learned Counsel for the parties and perused material made available before us.

6. The crux of controversy involved in the instant petition related to a very important project involving public transport facility for Karachities. It is a much needed Bus Rapid Transit (BRT) corridor on University Road, which remains a limelight of every one's talk.. University Road is lifeline of Karachi, as it not only houses Karachi's largest educational network such as Karachi University, NED University, Federal Urdu University, Dow Medical University, Dawood Engineering University, Islamia College but also is a centre link to Country's major wholesale market. University Road is center part of Karachi and it acts as heart and soul of city. Karachi has expanded as a massive populous and industrial city since the independence. Karachi represents a true picture of Pakistan as it accommodates all federating units and is mother of all cultures in the country. Karachi has loved and welcomed every one with open heart.

7. Karachi is the largest populous city of Pakistan. The population of Karachi is estimated to be around 20.3 million as per Census estimates of 2023. The city's population continues to grow at about 5% per annum, largely thanks to its strong economic base and spans over a metropolitan area of roughly 3,527 square kilometers. The population and demographic distribution in the megacity has undergone numerous changes over the past 80 years. On 14th August, 1947, when Pakistan emerged as an Independent Sovereign state, its population was about 450,000 inhabitants. By 1951, the city population had crossed one million mark. In the following decade, the rate of growth of Karachi was over 80 percent. Today, the city has grown 40 times to its size in 1947. Rapid expansion of Karachi invited many problems, the major one being transport facility to public which caters to the environmental needs of the city.

8. Haphazard increase in population of mega cities round the globe due to a population drift in search of bread and butter exposed various threats including that of environment. Increase in population of Mega Cities already a hub of industrial system multiplied environmental hazards. It resulted in unchecked vehicle augmentation and polluted the environment, that many of the mega cities were treated as humanly not liveable. Karachi also faced similar situation and by now it is indexed amongst some of the worst pollution hit cities.

9. The United Nations met about five decades ago in year 1972 to make world environmental friendly and adopted *Declaration of the United Nations Conference on the Human Environment*, popular as “**Stockholm Declaration**”. The declaration adopted seven proclamations and 26 principles for human environment which reads as under:

The United Nations Conference on the Human Environment, having met at Stockholm from 5 to 16 June 1972, having considered the need for a common outlook and for common principles to inspire and guide the peoples of the world in the preservation and enhancement of the human environment,

Proclaims that:

1. Man is both creature and moulder of his environment, which gives him physical sustenance and affords him the opportunity for intellectual, moral, social and spiritual growth. In the long and tortuous evolution of the human race on this planet a stage has been reached when, through the rapid acceleration of science and technology, man has acquired the power to transform his environment in countless ways and on an unprecedented scale. Both aspects of man's environment, the natural and

the man-made, are essential to his well-being and to the enjoyment of basic human rights the right to life itself.

2. The protection and improvement of the human environment is a major issue which affects the well-being of peoples and economic development throughout the world; it is the urgent desire of the peoples of the whole world and the duty of all Governments.

3. Man has constantly to sum up experience and go on discovering, inventing, creating and advancing. In our time, man's capability to transform his surroundings, if used wisely, can bring to all peoples the benefits of development and the opportunity to enhance the quality of life. Wrongly or heedlessly applied, the same power can do incalculable harm to human beings and the human environment. We see around us growing evidence of man-made harm in many regions of the earth: dangerous levels of pollution in water, air, earth and living beings; major and undesirable disturbances to the ecological balance of the biosphere; destruction and depletion of irreplaceable resources; and gross deficiencies, harmful to the physical, mental and social health of man, in the man-made environment, particularly in the living and working environment.

4. In the developing countries most of the environmental problems are caused by under-development. Millions continue to live far below the minimum levels required for a decent human existence, deprived of adequate food and clothing, shelter and education, health and sanitation. Therefore, the developing countries must direct their efforts to development, bearing in mind their priorities and the need to safeguard and improve the environment. For the same purpose, the industrialized countries should make efforts to reduce the gap themselves and the developing countries. In the industrialized countries, environmental problems are generally related to industrialization and technological development.

5. The natural growth of population continuously presents problems for the preservation of the environment, and adequate policies and measures should be adopted, as appropriate, to face these problems. Of all things in the world, people are the most precious. It is the people that propel social progress, create social wealth, develop science and technology and, through their hard work, continuously transform the human environment. Along with social progress and the advance of production, science and technology, the capability of man to improve the environment increases with each passing day.

6. A point has been reached in history when we must shape our actions throughout the world with a more prudent care for their environmental consequences. Through ignorance or indifference we can do massive and irreversible harm to the earthly environment on which our life and well being depend. Conversely, through fuller knowledge and wiser action, we can achieve for ourselves and our posterity a better life in an environment more in keeping with human needs and hopes. There are broad vistas for the enhancement of environmental quality and the creation of a good life. What is needed is an enthusiastic but calm state of mind and intense but orderly work. For the purpose of attaining freedom in the world of nature, man must use knowledge to build, in collaboration with nature, a better environment. To defend and improve the human environment for present and future generations has become an imperative goal for mankind—a goal to be pursued together with, and in harmony with, the established and fundamental goals of peace and of worldwide economic and social development.

7. To achieve this environmental goal will demand the acceptance of responsibility by citizens and communities and by enterprises and institutions at every level, all sharing equitably in common efforts.

Individuals in all walks of life as well as organizations in many fields, by their values and the sum of their actions, will shape the world environment of the future. Local and national governments will bear the greatest burden for large-scale environmental policy and action within their jurisdictions. International cooperation is also needed in order to raise resources to support the developing countries in carrying out their responsibilities in this field. A growing class of environmental problems, because they are regional or global in extent or because they affect the common international realm, will require extensive cooperation among nations and action by international organizations in the common interest.

The Conference calls upon Governments and peoples to exert common efforts for the preservation and improvement of the human environment, for the benefit of all the people and for their posterity.

Principles

States the common conviction that:

Principle 1

Man has the fundamental right to freedom, equality and adequate conditions of life, in an environment of a quality that permits a life of dignity and well-being, and he bears a solemn responsibility to protect and improve the environment for present and future generations. In this respect, policies promoting or perpetuating apartheid, racial segregation, discrimination, colonial and other forms of oppression and foreign domination stand condemned and must be eliminated.

Principle 2

The natural resources of the earth, including the air, water, land, flora and fauna and especially representative samples of natural ecosystems, must be safeguarded for the benefit of present and future generations through careful planning or management, as appropriate.

Principle 3

The capacity of the earth to produce vital renewable resources must be maintained and, wherever practicable, restored or improved.

Principle 4

Man has a special responsibility to safeguard and wisely manage the heritage of wildlife and its habitat, which are now gravely imperiled by a combination of adverse factors. Nature conservation, including wildlife, must therefore receive importance in planning for economic development.

Principle 5

The non-renewable resources of the earth must be employed in such a way as to guard against the danger of their future exhaustion and to ensure that benefits from such employment are shared by all mankind.

Principle 6

The discharge of toxic substances or of other substances and the release of heat, in such quantities or concentrations as to exceed the capacity of the environment to render them harmless, must be halted in order to ensure that serious or irreversible damage is not inflicted upon ecosystems. The just struggle of the peoples of ill countries against pollution should be supported.

Principle 7

States shall take all possible steps to prevent pollution of the seas by substances that are liable to create hazards to human health, to harm living resources and marine life, to damage amenities or to interfere with other legitimate uses of the sea.

Principle 8

Economic and social development is essential for ensuring a favorable living and working environment for man and for creating conditions on earth that are necessary for the improvement of the quality of life.

Principle 9

Environmental deficiencies generated by the conditions of underdevelopment and natural disasters pose grave problems and can best be remedied by accelerated development through the transfer of substantial quantities of financial and technological assistance as a supplement to the domestic effort of the developing countries and such timely assistance as may be required.

Principle 10

For the developing countries, stability of prices and adequate earnings for primary commodities and raw materials are essential to environmental management, since economic factors as well as ecological processes must be taken into account.

Principle 11

The environmental policies of all States should enhance and not adversely affect the present or future development potential of developing countries, nor should they hamper the attainment of better living conditions for all, and appropriate steps should be taken by States and international organizations with a view to reaching agreement on meeting the possible national and international economic consequences resulting from the application of environmental measures.

Principle 12

Resources should be made available to preserve and improve the environment, taking into account the circumstances and particular requirements of developing countries and any costs which may emanate from their incorporating environmental safeguards into their development planning and the need for making available to them, upon their request, additional international technical and financial assistance for this purpose.

Principle 13

In order to achieve a more rational management of resources and thus to improve the environment, States should adopt an integrated and coordinated approach to their development planning so as to ensure that development is compatible with the need to protect and improve environment for the benefit of their population.

Principle 14

Rational planning constitutes an essential tool for reconciling any conflict between the needs of development and the need to protect and improve the environment.

Principle 15

Planning must be applied to human settlements and urbanization with a view to avoiding adverse effects on the environment and obtaining maximum social, economic and environmental benefits for all. In this respect projects which are designed for colonialist and racist domination must be abandoned.

Principle 16

Demographic policies which are without prejudice to basic human rights and which are deemed appropriate by Governments concerned should be applied in those regions where the rate of population growth or excessive population concentrations are likely to have adverse effects on the environment of the human environment and impede development.

Principle 17

Appropriate national institutions must be entrusted with the task of planning, managing or controlling the environmental resources of States with a view to enhancing environmental quality.

Principle 18

Science and technology, as part of their contribution to economic and social development, must be applied to the identification, avoidance and control of environmental risks and the solution of environmental problems and for the common good of mankind.

Principle 19

Education in environmental matters, for the younger generation as well as adults, giving due consideration to the underprivileged, is essential in order to broaden the basis for an enlightened opinion and responsible conduct by individuals, enterprises and communities in protecting and improving the environment in its full human dimension. It is also essential that mass media of communications avoid contributing to the deterioration of the environment, but, on the contrary, disseminates information of an educational nature on the need to protect and improve the environment in order to enable to develop in every respect.

Principle 20

Scientific research and development in the context of environmental problems, both national and multinational, must be promoted in all countries, especially the developing countries. In this connection, the free flow of up-to-date scientific information and transfer of experience must be supported and assisted, to facilitate the solution of environmental problems; environmental technologies should be made available to developing countries on terms which would encourage their wide dissemination without constituting an economic burden on the developing countries.

Principle 21

States have, in accordance with the Charter of the United Nations and the principles of international law, the sovereign right to exploit their own resources pursuant to their own environmental policies, and the responsibility to ensure that activities within their jurisdiction or control do not cause damage to the environment of other States or of areas beyond the limits of national jurisdiction.

Principle 22

States shall cooperate to develop further the international law regarding liability and compensation for the victims of pollution and other environmental damage caused by activities within the jurisdiction or control of such States to areas beyond their jurisdiction.

Principle 23

Without prejudice to such criteria as may be agreed upon by the international community, or to standards which will have to be determined nationally, it will be essential in all cases to consider the systems of values prevailing in each country, and the extent of the applicability of standards which are valid for the most advanced countries but which may be inappropriate and of unwarranted social cost for the developing countries.

Principle 24

International matters concerning the protection and improvement of the environment should be handled in a cooperative spirit by all countries, big and small, on an equal footing. Cooperation through multilateral or bilateral arrangements or other appropriate means is essential to effectively control, prevent, reduce and eliminate adverse environmental effects resulting from activities conducted in all spheres, in such a way that due account is taken of the sovereignty and interests of all States.

Principle 25

States shall ensure that international organizations play a coordinated, efficient and dynamic role for the protection and improvement of the environment.

Principle 26

Man and his environment must be spared the effects of nuclear weapons and all other means of mass destruction. States must strive to reach prompt agreement, in the relevant international organs, on the elimination and complete destruction of such weapons.

10. The “Stockholm Declaration” has had great significance as it recognized environment a common threat to human lives and resolved to make world environment friendly. Lackadaisical approach of most of the developed and developing countries towards effective implementation of Declaration has posed existential threat to human life on the earth.

11. Traffic chaos in mega cities in different parts of world were identified as major source of pollution and threat to environment that made experts to think and devise strategies to provide cost - effective and environmental friendly transport systems. Brazil in 1970 became the first country in world to initiate Bus Rapid Transit (BRT). By now it has expanded across more than 200 cities today, with a number of new systems in the works. BRT is a form of high-capacity, bus-based Rapid Transit

system. It is distinguished from other forms of mass transit by operating on an exclusive right-of-way, with no access for other vehicles or pedestrians. BRT often features dedicated bus lanes, central busways, off-board fare collection, and frequent operations. These corridors are considered some of the most cost-effective and High Quality Public Transport Solutions. BRT systems offer similar gains in efficiency and cost-effectiveness compared to other rapid transit systems like metro and light rail. BRT is also highly adaptable and can be designed to fit a city's specific needs and constraints, whether accommodating existing road layouts, varying demand levels, or integrating with other transportation systems. BRT corridors offer many benefits for urban mobility, especially as cities face a growing challenge of providing affordable, sustainable, and inclusive access to jobs, education, housing, and public services. As the world becomes more urban with ever-larger cities, the combination of dense development and high-quality mass transit, which reduces travel time and pollution, will be crucial to providing access and mobility for a high quality of life and prosperity. The alternative to this – cities centered around private automobile use – quickly leads to congested streets, neighborhoods, and cities, rendering these areas increasingly polluted, chaotic, and unlivable. BRT stimulates local economies by enhancing access to jobs and education, boosting property values, and encouraging investments along public transport corridors. A BRT corridor's time savings directly impact users' productivity and, consequently, the local economy. Efficient transport also attracts more commercial activity, contributing to commercial vitality at the community level. By enhancing accessibility and inclusivity with universal design measures, BRT can help make public transit feasible for all demographics, including people with disabilities, caregivers, and young and old.

12. BRT is an environment friendly traffic substitute. By shifting commuters from private vehicles to public transport, and by shifting public transport riders from older and more polluting buses to newer and cleaner ones, modern BRT systems can help reduce harmful emissions and air pollution. Implementing electric or hybrid buses on BRT can significantly decrease public transit's environmental footprint, enabling healthier and more prosperous cities for everyone. With growing crises in our environments and economies, developing more efficient and reliable public transport is the cornerstone of cities where access to opportunity, jobs, and growth is guaranteed to all. By reducing the need for private vehicles,

lessening congestion, and improving air quality, BRT plays an important role in the current and future development of any city worldwide.

13. To explore solution to increasing traffic and resultant pollution menace, governments in past carried out research studies. In year 1987 **Karachi Mass Transit Study (KMTS) was undertaken by Karachi Development Authority** through local and international experts, and assisted by the World Bank and United Nations Development Program (UNDP). The study identified six high-demand corridors with a total length of 87 kilometres of BRTs and Light Rail Transits (LRTs). In 1990, a priority corridor from Sohrab Goth to Tower was selected as the pilot project but could not seek furtherance. Another study by the Japan International Cooperation Agency in 2010 gave the city the meticulously prepared Karachi Transportation Improvement Project 2012-2030 (KTIP). Finalised in 2012, it proposed an 18-year plan including six BRT lines (91.5 km), two LRT lines (41 km) and the revival of the Karachi Circular Railway (KCR – 43 km) for a total network of 175.5 km to be completed by 2030. KTIP remained dormant until 2015, when the federal government initiated and completed 20 km of the Green Line BRT in two years. Under KTIP, the proposed new BRT/ LRT routes are to be linked with the KCR and various localities of the city through 78 feeder routes.

14. Though late, but BRT project on University Road was initiated in year 2020. The proposed project intended to help increase the use of quality public transport in Karachi by delivering the 26.6-kilometer (km) Bus Rapid Transit (BRT) Red Line corridor and associated facilities, directly benefiting 1.5 million people. The project was economically justified by major time savings for BRT passengers; vehicle operating cost savings; and better air quality and reduced carbon emissions through an innovative waste-to-fuel scheme, which will improve the public health and mitigate climate change. Project aimed to make Karachi safer, greener, and more inclusive and competitive.

15. On the First Date of hearing, when petition came for hearing before the Court, it was apprised that soon after issuance of contract termination notice, Project Site was sealed by Revenue Officials accompanied by heavy Police and Rangers personnel. Looking at the anxiety and sensitivity of issue request of Learned Counsel for Petitioners for appointment of Nazir to inspect the site was accepted and vide order dated 22.04.2026 Mr. Muhammad Usman Bhutto was appointed as Nazir to inspect the site and furnish its findings for assistance of Court and matter was adjourned to 29.04.2026.

16. Nazir of the Court visited the premises and furnished its preliminary report which depicted a different picture as what was painted by the Petitioners. For the ease of reference Nazir Report is reproduced below:

**COMMISSIONER INTERIM REPORT IN COMPLIANCE OF
HON'BLE COURT'S ORDER DATED: 22.04.2026.**

Submitted:-

1. The Honourble Court has been pleased to pass Order dated 22.04.2026, the relevant portion of which is reproduced as under:-

“this application is allowed by appointing Mr. Usman Bhutto, Court Associate of this Court as Commissioner to inspect the project site viz. Alladin Park, situated on Main Rashid Minhas Road, Block-II, Gulshan-e-Iqbal, Karachi, make inventory and to submit a report within a period of five days along with photographs.

2. In compliance with the Orders, the undersigned with Mr. Asad Tariq Advocate/Associate of Petitioner counsel proceeded at the subject Project i.e. “Alladin Park, situated on Main Rashid Minhas Road, Block-II, Gulshan-e-Iqbal, Karachi,” where the following Officers and representative of Companies were present as under:-

1. Mr. Asad Tariq Advocate with Mr. Shahryar Faisal Advocate for Petitioner
2. Mr. Zeeshan Bhatti, Admin Officer of Petitioner
3. Mr. Muhammad Ahsan IT Incharge Admin
4. Mr. Ali Ahmed counsel for Trans Karachi, with Mr. Abdul Khaliq Engineer, Mr. Yasir Israr Engineer with Mr. Muhammad Saim Assistant Manager Buildings, Trans Karachi.
5. Mr. Pervaiz Ali Bhutto Mukhtiarkar with Supervising Tepedar, Gulsan -e- Iqbal Karachi with

3. The subject project was inspected on 24.04.2026, 25.04.2026, and 27.04.2026. A comprehensive physical inspection and inventory were also conducted in the presence of the aforesaid officers and authorized representatives of the respective companies. The project is of a large-scale construction nature, comprising a substantial volume of materials, including machinery, equipment, structural components, scrap materials, and ancillary items. The premises are secured with a main access-controlled iron gate, accompanied by a designated security guard post (chowki) for surveillance and monitoring purposes. Furthermore, the entire facility is enclosed by a continuous iron boundary wall on all four sides, ensuring perimeter security and restricted unauthorized access. The detail portion was as under:-

FIRST PORTION:- In this portion, there were lying containers, Rooms constructed with Masonry blocks and covered shades with Fabric sheets having setup of offices of Petitioner. There was also a Masjid with complete set up. During inspection the concerned Mukhtiarkar pointed out that the room of project Manager was tempered and after making inventory the concerned Mukhtiarkar re-seal the same with glue sticks.

SECOND PORTION:- (On Right side), There was a Residential area of Officers in 5 different containers which were found sealed by the Mukhtiarkar concerned.

THIRD PORTION:- (On left side in corner) there were six Rooms which were found sealed by the concerned Mukhtiarkar and there were also common bath Rooms. Hock of one door was found in broken condition and on upper side seal was

intact. On enquiry the Petitioner representative informed that his residential for Engineers. One labour was sleeping in open hall.

MESS/CANTEEN;- (HALL) in this area the seating sets were available for labours. Filter (R.O.Plant), there were three large water tanks with complete set up. (SECOND HALL) this was also for setting set up with cemented tables and chairs. One kitchen portion with two Rooms complete running set up.

LABOUR ROOMS/RESIDENTIAL. There were eight Rooms having mostly bunker beds with A/C and bracket fans in each Rooms and this area was without seal.

BLOCK - D

There were three rooms two were found locked and one was open having stand fans, one ceiling fan and Eight Charpais. Common Wash rooms were also available.

BLOCK - E

There were three rooms two were found locked and one was open having stand fans, one ceiling fans and Eight Charpais. Common Wash rooms were also available.

BLOCK-F

There were five rooms having stand fans, one ceiling fan and Eight Charpais. Common Wash rooms were also available.

BLOCK-G

There were five rooms with shades without seal having labour residential with Charpais and Pedestal Fan.

BLOCK - H

There were six rooms for labour having Charpai with Ceiling Fan, Bracket Fan or Pedestal Fan.

BLOCK - I

There were Six Rooms found locked and one was without door. Security Guards were present for rest purpose. Common Wash rooms were also available.

BLOCK - J

There were four rooms, two were found locked and two were found open having Charpais and Pedestal fans.

BLOCK - K

There were two rooms one was found locked and second was open having Charpais and pedestal Fans.

OPEN AREA This portion bounded with iron walls and security guard of Petitioner was present inside. There were lying M/s pipes, script, M/s Guards sheets, Ms. Plates Liners R.C.C Pipes (3" X 8") ASPHLT Plant Machine and subject area full with such articles.

FILLING STATION (COVERED WITH IRON WALLS) having two dispensers.

OPEN AREA. There were parked following vehicles

- (i) Mazda, Red Color Crane (10 tons),
- (ii) Hino 10 tyres (No. CAK 1001),
- (iii) one Dumper TAR - 029 (12 Tyres)
- (iv) Tanker (RIS 3393 Betumen tanker.
- (v) Mixture (TAQ-875)
- (vi) Pawar Machine CHATTAN
- (vii) ROCKER SHEEP MACHINE
- (viii) WATER DDOZAR (C - 3056)
- (ix) Douzer loader,
- (x) Chaina Loader 630
- (xi) 3 Graders.

WORKSHOP, three Rooms, two were found locked and one was open, one separate room and two other rooms were workshop.

WIGH BRIDGE. Complete set up.

STEEL CUTTING AREA. Bounded with iron walls, having heavy bars, roller's lying in scattered condition scaffold pipes.

STEEL YARDS; in which heavy iron bars in full length which was also founded bounded by iron walls and the same was found locked.

STOCK OF UDVC PIPES.

CONCRET PLANT;- There were three plants two were functional and one was out of services (ideal). One heavy 250 Generators and one Generator of 100.

STORE YARDS;- FOUND LOCKED bounded by wall of iron bars.

OPEN AREA;- heavy wooden plies and sheets were lying therein. Wherein different vehicles were parked there.

- (i) Crane 25 ton (CAJ – 8171)
- (ii) Dumper 12 tyres (TAR-027)
- (iii) Concret Pump (CAJ 818)
- (iv) Two troiller (22 tyres) and other vehicles were parked there.
- (v) Troller 10 tyres
- (vi) Crane 25 Ton (Red color)
- (vii) Dumper 10 tyres

4. During inspection the Petitioner representative informed that the cement is available in two plants for preparing concrete. However, furthermore, there were lying concrete, Raiti, Bajri and sand in large quantity Crush 20 MM and Cruch of 10 MM.

LAB SIDE.

There were rooms found locked and according to Petitioner representative there were drums of 675 chemical and Blue drums chemical of 470.

OPEN AREA;

There large heavy crush in bulk condition out side of camp lying therein.

DISPENSARY ROOM;- this room was found locked.

5. It is respectfully submitted that the inspection of subject area has been carried out as mentioned above and inventory of machineries, material, equipment's and articles were prepared in present of Petitioner, Officer of Trans Karachi and Mukhtiarkar concerned with the assistance of their representative. However during inspection some rooms and stock yard was found locked and keys of such portion was not available with the Petitioner. The Original inventory prepared during inspection which contains 18 pages, are enclosed with this report.

6. Report is respectfully submitted for kind perusal and Orders.

Karachi
Dated: 28.04.2026

COMMISSIONER

17. From perusal of report it transpired that Revenue Authorities had sealed Project Camp Office but not the Project Site as claimed by Petitioners.

Respondents No 1 to 6 also filed reply to petition, which revealed that Petitioners were allotted 10 acres land near Aladin Park Rashid Minhas Road Karachi to establish project camp office over a fixed rental amount for a period of three years vide letter dated 21.07.2022. Before proceeding further it would be conducive to produce the Permission letter which reads as under:

KARACHI METROPOLITAN COPORATION
OFFICE OF THE SENIOR DIRECTOR
ZOO, SAFARI & RECREATION.
Email: karachizookmc@gmail.com
Inisde Karachi Zoological Garden, Nishtar Road, Karachi West,

No. KMC/ZS&R/SR.DIR/364/2022

Dated: 21/7/2022

***M/s. China Railway-3 (CR-3),
Engineering Group of Company
Limited,***

Atten: Mr. S. Abid Ali Zaidi, Project Manager

SUBJECT: PERMISSION TO SUE 10 ACRES RETRIEVED LAND OF ALADIN PARK, FACING RASHID MINHAS ROAD, KARACHI.

REF'NCE: Your Letter# CR3AM-KBRT-0085 dated: 16/6/2022

I am directed to communicate that the Competent Authority i.e. Municipal Commissioner/Administrator, KMC has been pleased to grant permission to use 10 Acres of land of Aladin Park respectively for the establishment of Camp Offices, labour Accommodations, Material Yard and Batching Plants for Karachi Bus Rapid Transit Red Line Project in the best public interest of the City subject to the conditions that:

- i) No Commercial Activity shall be carried out on the above Land.*
- ii) You will pay fixed land rent of Rs.31,46,000/- Per 6 Months (in shape of Pay Order) to Revenue Account of Safari Park KMC effective July, 2022 with 10% escalation every year during the occupancy period which should not exceed 3 years', as mutually agreed upon.*
- iii) The above Firm shall develop an 'Urban Forest' and Public Park at their own cost on 10 Acres of the front area of the Land facing Rashid Minhas Road, in consultation with the concerned authority of KMC in the best public interest.*
- iv) The Contracting Firms, as named above, shall hand over the said land on as and when required by KMC on one month's NOC without let and hindrance/litigation.*
- v) The title of the said given land of 10 Acres shall not be changed in any case nor any part thereof alienated.*

You are, therefore, required to immediately contact the Director Safari Park, Rec, KMC for taking over the site admeasuring 10 Acres of Land after duly measurement / demarcated jointly by the Director Safari Park Rec, KMC and the representative of Land Department, KMC (Mr. Athar Naqvi, Additional Director,

Land, KMC) subject to strict observance of above directives and in anticipation of execution of Agreement.

s/d
SENIOR DIRECTOR
Zoo, Safari & Recreation
Karachi Metropolitan Corporation

Copy for information to:

1. Administrator, KMC.
2. Metropolitan Commission, KMC.
3. Financial Advisor, KMC.
4. Legal Advisor, KMC.
5. Director Land, KMC.
6. Director Safari Park, Rec, KMC.
7. Mr. Asif Ijlal CEO, TransKarachi (C-89, Block-2, Clifton Karachi).

18. From perusal of above letter, it transpired that besides payment of rent on bi-annual basis, Petitioners were required to develop Urban Forest and Public Park on front area of the land facing Rashid Minhas Road. Petitioners did not comply with said important terms and conditions of permission to utilize land. KMC on expiry of tenancy period issued notice to Petitioners for vacation of premises but they failed. KMC issued final notice dated 06.04.2026 to the Petitioners for handing over the vacant possession of land within seven days' time but no response. Final Notice reads as under:

KARACHI METROPOLITAN COPORATION
OFFICE OF THE DIRECTOR, SAFARI PARK
RECREATION DEPARTMENT
Main University Road, Karachi, Contact No. 99243357.

No. KMC/Dir(Safari Park)/Rec/2268/2026

Dated: 6/4/2022

M/s. CR-3-AM Associates (JV),
Karachi,

FINAL NOTICE.

SUBJECT: HANDING OVER POSSESSION OF RETRIEVED LAND AT LAADIN PARK, FACING RASHID MINHAS ROAD, KARACHI.

This is to serve as a Final Notice regarding the handing over of possession of the retrieved located at Aladin Park, facing Rashid Minhas Road, Karachi, which remains pending despite prior communications and a clear understanding between the concerned parties.

The Department has previously issued several letters directing you to hand over possession of the subject land; however, no response has been received from your end.

You were required to hand over vacant and peaceful possession of the above-mentioned land within the agreed timeframe. To date, neither compliance has been observed nor has any satisfactory explanation been provided.

You are hereby once again directed to strictly comply with the directions contained in the earlier notices and to:

1. Remove all movable fittings, fixture structures, and installations from the site; and
2. Hand over peaceful, vacant, and unencumbered possession of the allotted land/side to the Karachi Metropolitan Corporation.

You are granted a period of seven (07) days from the date of issuance of this notice to the above obligations.

Please note that failure to comply within the stipulated period shall leave the Karachi Metropolitan Corporation with no option but to initiate immediate legal and administrative action without any further notice.

This notice may be treated as final in all respects.

s/d
DIRECTOR
Safari Park, Recreation, KMC.
Karachi Metropolitan Corporation

Copy for information to:

1. Senior Director Zoo, Safari & Recreation, KMC.
2. Senior Director, Anti Encroachment, KMC for further necessary action, please.
3. P.S to Municipal Commissioner, KMC.
4. Assistant Director (A&A) Safari Park, Recreation, KMC.
5. Office Record.

19. KMC thereafter through letter dated 20.04.2026 sought assistance of Commissioner Karachi for retrieval of Possession. Commissioner Karachi vide letter dated 20.04.2026 directed Deputy Commissioner Karachi East to retrieve the possession of property. On 21.04.2026 Petitioners were dispossessed by Respondents No 3 to 6 and possession of land was handed over to KMC through letter dated 21.04.2026 which reads as follows:

OFFICE OF THE MUKHTIARKAR GULSHAN-E-IQBAL
SUB-DIVISION DISTRICT EAST KARACHI

Office address: Deputy Commissioner, East Complex, Near Civic Centre, Karachi
Tek# 021-99231214-5 (Fax# 021-99230994)

No. Mukh/G.I/€/269/2026 Dated: 21-04-2026

The Assistant Commissioner
Sub-Division Gulshan-e-Iqbal, District East, Karachi.

SUBJECT: COMPLIANCE REPORT IN RESPECT OF DIRECTIONS FOR SECURING POSSESSION OF RETRIEVED LAND AT ALADIN PARK, RASHID MINHAS ROAD, KARACHI

I have the honor to refer to your office letter bearing No. A.C/G.I€/583/2026, received by the undersigned on 20.04.2021, regarding the subject cited above.

In pursuance of the directions conveyed therein, the undersigned along with S.H.O. Police Station Gulistan-e-Jauhar, Anti-Encroachment Force and K.M.C. officials proceeded in the site situated at Aladin Park, Reashid Minhas Road, Karachi, and ensured immediate compliance of the instructions.

It is respectfully submitted that, during the course of the operation, all structures comprising offices and containers erected / placed upon the retrieved land were identified and action was initiated to secure the same. Consequently, the offices and containers, presently at site were duly sealed in order to safeguard Government land, prevent re-encroachment, and maintain status quo.

The entire exercise was carried out transparently, strictly in line with the directions issued by your good office and relevant provisions of law governing encroachment and state land management.

This is submitted for your kind perusal, record and further necessary directions, if.

s/d

**MUKHTIARKAR GULSHAN-E-IQBAL
KARACHI EAST**

Copy to: PA to the Deputy Commissioner, District East, Karachi for Information.

20. When confronted to above factual position Learned Counsel for the Petitioners contended that alleged dispossession was done in violation of laws. He contended that Mukhtiarkar Revenue had no powers to retrieve the land. He emphasized that impugned action was tainted with malice and was a premeditated attempt to deprive Petitioners from execution of Contract. In this regard he referred to press statements of Sindh Minister for Transport quoted as saying that Government was inclined to construct University Road, even if Court direct otherwise. He contended that Petitioners were paying rent to KMC and in support thereof he placed on record a bank voucher for month of December 2025 wherein Petitioners had deposited an amount of about Rs 1.3 Million.

21. We are surprised that Petitioners knew that sealing action was done at the request of KMC but said entity was not arrayed as Respondent in the petition. Petitioners had ample opportunity to get pleadings amended but they did not. As to the powers of Revenue Authority to retrieve possession and seal the premises, the Federal Law "The Federal Government Lands and Buildings (Recovery of Possession) Ordinance 1965 was in the field. Provincial Assembly in Sindh enacted "The Sindh Public Property (Removal of Encroachment) Act, 2010 "(Act-2010) which empowered a government department to remove encroachment from public property.

22. The Act - 2010 provides a complete mechanism for removal of encroachment on public property. The aims and objective of the enactment were to remove encroachment from public property and retrieve possession and provide measures for removal of encroachment and prosecute the outlaws encroaching public property. Preamble of the Act reads "An Act to

provide measures for removal of encroachment from public property and to retrieve possession; WHEREAS it is expedient to provide measures for removal of encroachment from public property and to retrieve possession and for matters ancillary thereto;" The terms "Encroachment" and "Public Property" are defined in section 2(j) and 2(o) as "*encroachment*" means unauthorized occupation of or undue interference with public property; and "**Public Property**" means a building, land, place or premises vesting, in or under the management or control of Government, local council, autonomous body or registered cooperative society or such other authority. The Government or any authority or officer authorized by Government in this behalf have been conferred powers to remove encroachment under section 3 of the Act, which reads that "**3. Removal of encroachment and structures.** (1) Government or any authority or officer authorized by Government in this behalf may require the person directly or indirectly responsible for encroachment to remove such encroachment together with the structure, if any, raised by him on the public property, within the period not less than two days as may be specified in the order. **Explanation.** Lessee or licensee who after the expiry of the period of lease or license or on determination of such lease or license, continues to retain unlawfully possession of any public property shall for the purpose of this subsection, be deemed to be responsible for encroachment." Section 4 of the Act provides a remedy of review against the order of authority for removal of encroachment. On an order passed by the Authority for removal of encroachment, the aggrieved person may prefer a review petition to Government or authority, which will be decided within 15 days confirming, modifying or vacating the order. Section 4 reads that "**4. Review** (1) Any person dissatisfied by the order passed under sub-section (1) of section 3 may, within three days from the service thereof, prefer a review petition to Government or any authority or officer who has passed such order. (2) Government or, as the case may be, the authority or officer as aforesaid may, after perusing the review petition filed under sub-section(1) and giving an opportunity to the petitioner or his duly authorized agent of being heard, confirm, modify or vacate the order within fifteen days on receipt of petition." Section 5 of the Act empowers authorized officers to remove encroachment on conclusion of proceedings under section 3 and 4. Section 6 prescribes the manner in which cost of demolition is to be recovered. Section 7 requires recovery of rent if any from encroach-er as arrears of land revenue.

23. Explanation to Section 3 further provides that on expiry of the period of lease or license or on determination of such lease or license, if the lessee

of licensee continues to retain unlawfully possession of any public property shall for the purpose of this subsection, be deemed to be responsible for encroachment. Admittedly Petitioners' lease / tenancy period expired on July, 20th 2025, further retention of land fell within the definition of encroachment embodied under section 3 of the Act - 2010. Learned Counsel when confronted to above provisions of law, mounted his arguments that the dispossession and issuance of contract termination notices on the same date was not a mere coincidence but a pre-planned and premeditated move to deprive petitioners from execution of contract. He emphasized that since M/S TransKarachi was a public limited company, therefore, was a person falling within the definition of "Person" articulated under article 199 of the Constitution and its actions were amenable to writ jurisdiction of this Court.

24. A careful examination of Contract Agreement between Petitioners and M/S TransKarachi revealed that it contained 20 clauses. Per clause 15 Employer (M/S TransKarachi) in a situation explained under clause 15.2 may terminate the contract after issuance of notice. Contractor was also entitled to terminate contract by invoking clause 16 of the Contract Agreement. Since matter in hand relates to termination by Employer, therefore, it will be conducive to reproduce clause 15 of the Contract Agreement, which reads as under:

15. Termination by Employer

15.1. Notice to Correct

If the Contractor fails to carry out any obligation under the Contract, the Engineer may by notice require the Contractor to make good and failure and to remedy it within a specified reasonable time.

15.2 Termination by Employer

The Employer shall be entitled to terminate the Contract if the Contractor:

- (a) *fails to comply with Sub-Section 4.2 [Performance Security] or with a notice under Sub-Clause 15.1 [Notice Corrected],*
- (b) *abandons the Works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract,*
- (c) *without reasonable excuses fails:*
 - (i) *to proceed with the Works in accordance with Clause 8 [Commencement, Delays and Suspension], or*

- (ii) to comply with a notice issued under Sub-Clause 7.5 [Rejection] or Sub-Clause 7.6 [Remedial Work], within 28 days after receiving it.
- (d) Subcontracts the whole of the Works or assigns the Contract without the required agreement,
- (e) Becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of the creditors, or if any act is done or event occurs which [under applicable laws] has a similar effect to any of these acts or events, or
- (f) Gives or prefers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward:
 - (i) For doing or forbearing to do any action in relation to the Contract, or
 - (ii) For showing or forbearing to show favour or disfavor to any person in relation to the Contract,

Or if any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph (f). However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.

In any of these events or circumstances, the Employer may, upon giving 14 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub-paragraph (e) or (f), the Employer may by notice terminate the Contract immediately.

The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise.

The Contractor shall then leave the Site and deliver any required Goods, all Contractor's Documents, and other design documents made by or for him, to the Engineer. However, the Contractor shall use his best efforts to comply immediately with any reasonable instructions included in the notice (i) for the assignment of any subcontract, and (ii) for the protection of life or property or for the safety of the Works.

After termination, the Employer may complete the Works and/or arrange for any other entities to do so. The Employer and these entities may then use any Goods, Contractor's Documents and other design documents made by or on behalf of the Contractor.

The Employer shall then give notice that the Contractor's Equipment and Temporary Works will be released to the Contractor at or near the Site. The Contractor shall promptly arrange their removal, at the risk and cost of the Contractor. However, if by this time the Contractor has failed to make a payment due to the Employer, these items may be sold by the Employer in order to recover this payment. Any balance of the proceeds shall then be paid to the Contractor.

15.3. Valuation at Date of Termination

As soon as practicable after a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine the value of the Works, Goods and Contractor's Documents, and any other

sums due to the Contractor for work executed in accordance with the Contract.

15.4 Payment after Termination

After a notice of termination under Sub-Clause 15.2 [Termination by Employer] has taken effect, the Employer may:

- (a) proceed in accordance with Sub-Clause 2.5 [Employer's Claims],*
- (b) withhold further payments to the Contractor until the costs of execution, completion and remedying of any defects, damages for delay in completion (if any), and all other costs incurred by the Employer, have been established, and/or*
- (c) recover from the Contractor any losses and damages incurred by the Employer and any extra costs of completing the Works, after allowing for any sum due to the Contractor under Sub-Clause 15.3 [Valuation at Date of Termination]. After recovering any such losses, damages and extra costs, the Employer shall pay any balance to the Contractor.*

15.5 Employer's Entitlement to Termination for Convenience

The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 28 days after the later of the dates on which the Contractor receives this notice or the Employer returns the Performance Security. The Employer shall not terminate the Contract under this Sub-Clause in order to execute the Works himself or to arrange for the Works to be executed by another contractor or to avoid a termination of the Contract by the Contractor under Clause 16.2 [Termination by Contractor].

After this termination, the Contractor shall proceed in accordance with Sub-Clause 16.3 [Cessation of Work and Removal of Contractor's Equipment] and shall be paid in accordance with Sub-Clause 16.4 [Payment on Termination].

15.6 Corrupt or Fraudulent Practices

If the Employer determines, based on reasonable evidence, that the Contractor has engaged in corrupt, fraudulent, collusive or coercive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days notice to the Contractor, terminate the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such termination had been made under Sub-Clause 15.2 [Termination by Employer].

Should any employee of the Contractor be determined, based on reasonable evidence, to have engaged in corrupt, fraudulent or coercive practice during the execution of the work then that employee shall be removed in accordance with Sub-Clause 6.9 [Contractor's Personnel].

[For contracts financed by the African Development Bank]

For the purposes of this Sub-Clause:

- (a) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in the Contract execution; and*
- (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of the Contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission)*

designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

[For contracts financed by the Asian Development Bank]

For the purposes of this Sub-Clause:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;*
- (b) "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;*
- (d) "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.*

[For contracts financed by the Black Sea Trade and Development Bank and by the European Bank for Reconstruction and Development]

For the purposes of this Sub-Clause, the Bank defines, for the purposes of this provision, the terms set forth below as follows:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence a person, or the threatening of injury to person, property or reputation, in connection with the procurement process or in contract execution in order to obtain or retain business or other improper advantage in the conduct of international business;*
- (b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the client, and includes collusive practices among tenderers (prior to or after tender submission) designed to establish tender prices at artificial, non-competitive levels and to deprive the client of the benefits of free and open competition.*

[For contracts financed by the Caribbean Development Bank:]

For the purposes of this Sub-Clause:

- (a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the procurement process or in the Contract execution;*
- (b) "fraudulent practice" means a scheme or arrangement or omission of facts in order to influence a procurement process or the execution of the Contract;*
- (c) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels;*
- (d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their*

participation in the procurement process or affect the execution of a contract.

[For contracts financed by the Inter-American Development Bank]

For the purposes of this Sub-Clause:

The Bank requires that all Contractors adhere to the Bank's Policies for the Procurement of Works and Goods financed by the Bank. In particular, the Bank requires that all Borrowers (including grant beneficiaries), the executing agencies and contracting agencies, as well as all firms, entities and individuals bidding for or participating in a Bank-financed project, including, inter alia, applicants, bidders, contractors, consulting firms and individual consultants (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Bank all suspected acts of fraud or corruption of which it has knowledge or becomes aware, during the Bidding Process and throughout the negotiation or execution of a Contract. Fraud and corruption are prohibited.

Fraud and corruption include acts of:

- (a) bribery,*
- (b) extortion or coercion,*
- (c) fraud, and*
- (d) collusion.*

The definitions of actions set forth below cover the most common types of corrupt practices, but are not exhaustive. For this reason, the Bank shall also take action in the event of any similar deed or complaint involving alleged acts of corruption, even when these are not specified in the following list. The Bank shall in all cases proceed in accordance with Sub-Clause 15.6.

In pursuance of this policy:

- (a) the Bank defines the terms set forth below as follows:*
 - (i) "bribery" meaning the offering or giving of anything of value to influence the actions or decisions of third parties or the receiving or soliciting of any benefit in exchange for actions or omissions related to the performance of duties;*
 - (ii) "extortion" or "coercion" meaning the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force, where potential or actual injury may befall upon a person, his/her reputation or property;*
 - (iii) "fraud" meaning any action or omission intended to misrepresent the truth so as to induce others to act in reliance thereof, with the purpose of obtaining some unjust advantage or causing damage to others; and*
 - (iv) "collusion" meaning a secret agreement between two or more parties to defraud or cause damage to a person or entity or to obtain an unlawful purpose;*
- (b) if the Bank, in accordance with its administrative procedures, demonstrates that any firm, entity or individual bidding for or participating in a Bank-financed project including, inter alia, applicants, bidders, contractors, consulting firms, individual consultants, borrowers (including grant beneficiaries), purchasers, executing agencies and contracting agency (including their respective officers, employees and agents) engaged in an act of fraud or corruption in connection with Bank-financed projects, the Bank may:*

- (i) *decide not to finance any proposal to award a contract or a contract awarded financed by the Bank;*
 - (ii) *suspend disbursement of the operation if it is determined at any stage that evidence is sufficient to support a finding that an employee, agent or representative of the Borrower, Executing Agency or Contracting Agency has engaged in an act of fraud or corruption;*
 - (iii) *cancel and/or accelerate the payment of, the portion of a loan or grant earmarked for a contract, when there is evidence that the representative of the Borrower, or Beneficiary of a grant, has not taken the adequate remedial measures within a time period which the Bank considers reasonable, and in accordance with the due process guarantees of the Borrowing country's legislation;*
 - (iv) *issue a reprimand in the form of a formal letter of censure of the firm, entity or individual's behaviour;*
 - (v) *issue a declaration that an individual, entity or firm is ineligible, either permanently or for a stated period of time, to be awarded contracts under Bank-financed projects except under such conditions as the Bank deems to be appropriate;*
 - (v) *refer the matter to appropriate law enforcement authorities; and/or;*
 - (vii) *may impose other sanctions that it deems to be appropriate under the circumstances, including the imposition of fines representing reimbursement of the Bank for costs associated with investigations and proceedings. Such other sanctions may be imposed in addition to or in lieu of other sanctions;*
- (c) *the Bank has established administrative procedures for cases of allegations of fraud and corruption within the procurement process or the execution of a contract financed by the Bank which are available at the Bank's website (www.iadb.org), as updated from time to time. To that effect any complaint shall be submitted to the Bank's Office of Institutional Integrity (OII) for the appropriate investigation. Allegations may be presented confidentially or anonymously;*
- (d) *payments are expressly conditional upon the claimant's participation in the procurement process conformed with all applicable Bank policies on Fraud and Corruption described in this Sub-Clause 15.5; and*
- (e) *the imposition of any sanction referred to paragraph (b) of this Sub-Clause will be public;*

The Bank will have the right to require that a Contractor permit the Bank to inspect their accounts and records and other documents relating to the submission of bids and contract performance and to have them audited by auditors appointed by the Bank. The Bank will have the right to require that Contractors to:

- (a) *maintain all documents and records related to the Bank-financed project for five (5) years after completion of the work; and*
- (b) *require the delivery of any document necessary for the investigation of allegations of fraud or corruption and the availability of employees or agents of the contractor with*

knowledge of the Bank-financed project to respond to questions from the Bank.

If the Contractor refuses to comply with the Bank's request, the Bank, in its sole discretion, may take appropriate action against the Contractor.

The Contractor represents and warrants:

- (a) that they have read and understood the Bank's prohibition against fraud and corruption and agrees to abide by the applicable rules;*
- (b) that they have not engaged in any violation of policies on fraud and corruption described herein;*
- (c) that they have not misrepresented or concealed any material facts during the procurement or contract negotiation processes or performance of the contract;*
- (d) that neither they nor any of their directors, officers or principal shareholders have been declared ineligible to be awarded Bank-financed contracts or have been convicted of a crime involving fraud or corruption;*
- (e) that none of their directors, officers or principal shareholders has been a director, officer or principal shareholder of any other company or entity that has been declared ineligible to be awarded a Bank-financed contract or has been convicted of a crime involving fraud or corruption;*
- (f) that all commissions, agents' fees, facilitating payments or revenue-sharing agreements related to the Bank-financed contract or consulting agreement have been disclosed;*
- (g) that they acknowledge that the breach of any of these warranties constitutes a basis for the imposi[tion] of any or a combination of the measures described in this Sub-Clause.*

[For contracts financed by the World Bank]

In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:*

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;*

In this context, "another party" refers to a public official acting in relation to the procurement process or contract execution]. In this context, "public official" includes World Bank staff and employees of other organisations taking or reviewing procurement decisions.

- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*

In this context, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

- (iii) *"collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;*

In this context, "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

- (iv) *"coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;*

In this context, "parties" refers to participants in the procurement process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

- (v) *"obstructive practice" is*

(A) *deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or*

(B) *acts intended to materially impede the exercise of the Bank's inspection and audit rights.*

In this context, "party" refers to a participant in the procurement process or contract execution.

25. By invoking the above provisions of agreement M/S TransKarachi issued contract termination notice dated 21.04.2026 which reads as under:

TransKarachi

Operator of the Karachi Breeze System

Ref: TK/BRT-RL/GM-P&I/2026-0170

Dated: April 21, 2026

To,

M/s China Railway No.3 Engineering Group Co. Ltd.

AND

M/s AM Associates

(Collectively, CR3-AM Associates JV)

Office No. 1 & 2, Basement, Magnum Arcade,

North Commercial, E-11/2, Islamabad.

Phone: +92 51 2706653, +92 52 840033

Email: CR3PKBRT@126.com, info@amassociates.com.pk

PROJECT: **KARACHI BUS RAPID TRANSIT RED LINE PROJECT**
BID IDENTIFICATION NO. OCB/KBRT-CW-01, LOT-2

SUBJECT: **NOTICE OF TERMINATION UNDER SUB-CLAUSE 15.2**
OF THE CONDITIONS OF CONTRACT

Reference: PMCSC/Contract/PMD/LOT-2/01081/3245/3-2026, dated March 19, 2026
PMCSC/Contract/PMD/LOT-2/01081/3246/3-2026, dated March 22, 2026
PMCSC/Contract/PMD/LOT-2/01081/3248/3-2026, dated March 25, 2026
PMCSC/Contract/PMD/LOT-2/01081/3259/3-2026, dated March 31, 2026
PMCSC/TK/PMD/01081/3310/4-2026, dated April 20, 2026

1. Having regard to the Contract Agreement dated 4 January 2022, the Supplementary Agreement dated 29 May 2024 and the Memorandum of Understanding dated 18 December 2025 and following the repeated failure of the Contractor to remedy its defaults despite the issuance of above Notices to Correct under Sub-Clause 15.1 of the Conditions of Contract, the Employer hereby gives **fourteen (14) days notice under Sub-Clause 15.2** that the Contract shall stand terminated upon expiry of the said period from receipt of this Notice.

2. For the sake of clarity, the **Notices to Correct dated 22 March 2026 and 25 March 2026 were issued by the Engineer under Sub-Clause 15.1**, each providing a defined period for compliance. Such periods have expired without the Contractor remedying the identified defaults, contractors' response dated March 26 2026 were rejected. Termination is hereby initiated strictly on the basis of non-compliance with the said Notices to Correct and continuing breaches of the Contract. No indulgence, forbearance or time granted by the Employer shall constitute a waiver of its rights under the Contract.

3. The Engineer issued a valid Notice to Correct on 22 March 2026 under Sub-Clause 15.1 (Ref: PMCSC/Contract/PMD/LOT-2/01081/3246/3-2026) identifying, inter alia, the Contractor's failure to achieve the required progress against the Approved Revised Programme and the agreed MoU Progress Milestones, the Contractor's failure to comply with the Supplementary Agreement and the MoU and the Contractor's persistent failure to mobilize adequate resources. The said Notice recorded that the Contractor had consistently failed to achieve the minimum milestone progress of 3% per month as set out in the Contract and had consistently missed the target progress by more than the permissible 3% stipulated in the Supplementary Agreement.

4. A further **Notice to Correct was issued on 25 March 2026** (Reference No: PMCSC/Contract/PMD/LOT-2/01081/3248/3-2026) addressing the Contractor's non-compliance with traffic management and safety requirements, specifically the removal of flagmen from multiple locations along the corridor in direct violation of the Contract requirements, the Approved Traffic Management Plans and the instructions issued by the Engineer under Sub-Clause 3.3. The Engineer recorded that the provision of flagmen is a paid item under the Bill of Quantities and that its removal constitutes a serious breach of contractual obligations.

5. The Contractor has failed to demonstrate any meaningful compliance with the said Notices to Correct within the prescribed periods. The Contractor has not submitted a Revised Programme for Completion as instructed, has not mobilized adequate resources, has not complied with HSE requirements and has not improved its execution process to the required level. This failure constitutes a material and persistent breach of **Sub-Clauses 8.1, 8.2, 8.3, 4.7, 4.8 and 3.3 of the Conditions of Contract**.

6. Reply dated March 31, 2026[6] and the Engineer's Progress Assessment Report dated 3 March 2026 (Ref: PMCSC/TK/PMD/LOT-2/01081/3210/3-2026) demonstrates that the Contractor's progress remains substantially behind the required rate of production. Despite the execution of the Supplementary Agreement and the commitments made under the MoU, the Contractor has not demonstrated the level of mobilization necessary to achieve meaningful delay recovery. The cumulative variance has continued to escalate, reaching -57% (approx.) in April 2026. The said defaults are continuing in nature and remain unremedied as of the date of this Notice.

7. The Contractor has achieved an average monthly progress of only 1.27% (average) since the Binding MoU was executed, against a contractual requirement of 3% per month. The Engineer has recorded that the abnormally slow progress is primarily attributable to the Contractor's inadequate deployment of resources, including insufficient manpower, equipment, machinery and formwork required for structural works.

8. The Contractor has also persisted in serious and repeated Health, Safety and Environmental violations across multiple work fronts. The Notice of Non-Compliance with HSE Requirements dated 19 March 2026 (Ref: PMCSC/Contract/PMD/LOT-2/01081/3245/3-2026) identified open excavations left exposed near live traffic, removal of protective fencing resulting in uncontrolled access to active construction areas, gaps between Jersey barriers, stockpiling of excavated material along trench edges, absence of flagmen, inadequate traffic control arrangements, unsafe storage of construction materials, unsatisfactory housekeeping and inadequate safety supervision. The Engineer recorded that these conditions constitute a material breach of **Sub-Clauses 4.8 and 4.7** and expose workers, road users and the general public to unacceptable risks.

9. Notwithstanding the availability of work fronts, the Contractor has failed to utilize them. The left-hand side Mixed Traffic Lane (MTL) remains available for work related to drainage, stations, U Turns and other activities, yet the Contractor has not deployed resources to maintain progress without further delays. Furthermore, the substructure and superstructure of the Civic Center elevated station have not commenced, as the relevant drawings were issued to the Contractor a considerable time ago.

10. Notwithstanding the above, the Employer in the interest of timely completion of the Project through the Supplementary Agreement of 29 May 2024 granted contractual relief to the Contractor, including: (a) amendment of the **Price Adjustment Schedule** in favour of the Contractor to counteract inflation; (b) retrospective application of the Revised Price Adjustment with bulk payment of adjusted amounts; (c) release of an **additional interest free loan of 7.5%** of the Accepted Contract Price; (d) **extension of Time for Completion to 30 June 2026**; and (e) Employer's undertaking to consider Health and Safety items through Contract Variations. These measures however have not resulted in commensurate improvement in performance. The Contractor has failed to respond proportionately to these recovery.

11. Despite of payment made against the Memorandum of Understanding dated 18 December 2025 and IPC 17 totaling a release of **Rs 2.37 billion**, the Contractor delivered a mere 3.83% progress, which is highly disproportionate.

12. The Contractor confirmed its acceptance of the deferral of payment of IPC No. 16 until 31 May 2026 through its letter Ref: CR3AM-1915 dated 16 February 2026. Supposed payment issued do not relieve the Contractor of its obligations under Sub-Clause 8.1 to proceed with the Works with due expedition and without delay.

13. The Contractor's obligations to execute the Works safely and to protect the public, personnel and property at all times are absolute and continuing and the contractor reply dated March 26, 2026 stand rejected by the Engineer.

14. The Employer has already incurred significant costs as a result of the Contractor's defaults, including additional monitoring and inspection costs, compensation for delay and disruption, additional financing charges, increased costs due to price adjustment provisions, escalation in operational costs, disruption to coordination with stakeholders and authorities and reputational risk management costs, subject to the provisions of the Contract and applicable law. A notice under Sub-Clause 2.5 (Employer's Claims) was issued on 12 July 2025 (Ref: PMCSC/Contract/PMD/LOT-2/01081/2582/7-2025) and the Employer hereby reserves all rights to claim full compensation for all losses and expenses arising

from the Contractor's defaults, including but not limited to delay damages (liquidated damages) under Sub-Clause 8.7, the cost of completing the Works and all other losses recoverable under the Contract and applicable law.

15. *Further, the Employer reserves the right to recover all damages from the Contractor in accordance with the Contract and applicable law.*

16. *The Engineer, vide reference (Ref: PMCSC/PMD/01081/3310/4-2026), has formally recommended termination of the Contract under Sub-Clause 15.2, confirming that the Contractor's defaults are continuing, material, and incapable of remedy, and that termination remains the only appropriate course of action available to the Employer.*

17. *The Employer is entitled under **Sub-Clause 15.2** to terminate the Contract upon giving 14 days' notice where the Contractor fails to comply with a Notice to Correct. The Contractor has abandoned the Works in a contractual sense by persistently failing to progress the Works in accordance with the Contract, by failing to maintain the required rate of progress, by failing to mobilize adequate resources and by failing to comply with fundamental safety obligations. The Contractor has persistently failed to proceed with the Works in accordance with Sub-Clause 8.1, has failed to maintain the required rate of progress and has failed to mobilize adequate resources and comply with fundamental safety obligations.*

18. *Upon termination taking effect, the Contractor shall, in accordance with **Sub Clause 15.4**:*

- a. *immediately cease all further work on the Site except such work as may be necessary for the safety of the Works, the Site or adjoining property,*
- b. *vacate the Site and make the Site and the Works available to the Employer,*
- c. *deliver to the Engineer all Contractor's Documents, drawings, records and other information required for the completion of the Works; and*
- d. *remove its Contractor's Equipment from the Site within a reasonable period as instructed by the Engineer, provided that the Employer reserves the right, at its sole discretion, to instruct the Contractor to leave all or any part of such Contractor's Equipment on the Site for the Employer's use in completing the Works. Any Contractor's Equipment left on Site following such instruction shall be at the Contractor's sole risk and cost and the Employer shall have a lien and security interest over the same for all sums due or to become due from the Contractor under the Contract. The Contractor shall take all necessary measures to protect the Site, the Works and adjoining property pending the Employer's assumption of control.*

19. *Upon termination, the Employer shall be entitled to:*

- a. *Complete the Works itself or by engaging other contractors, including by using any Contractor's Equipment retained on Site under paragraph 17(d) above,*
- b. *recover from the Contractor all additional costs incurred in completing the Works,*
- c. *recover delay damages under Sub-Clause 8.7 for the period from the Time for Completion until actual completion of the Works,*

- d. retain any Plant, Materials or other things of the Contractor on the Site, and
- e. exercise all other rights and remedies available under the Contract and at law. The Contractor shall remain liable for all losses and damages suffered by the Employer as a result of the termination.

20. Upon expiry of the above 14 day notice period, the termination shall take effect and the provisions of **Sub-Clause 15.4** shall apply.

21. This Notice is issued without prejudice to any other rights or remedies available to the Employer under the Contract, including but not limited to the Employer's right to claim delay damages under **Sub Clause 8.7**, to recover all costs of completing the Works, to claim under any guarantees or securities furnished by the Contractor, to pursue any other claims arising from the Contractor's defaults and to recover any damages as stated in paragraph 15 above.

s/d
NIAZ ALI
GM – Planning & infrastructure

Cc:

1. Chairman, TransKarachi Board
2. Chief Executive Officer, TransKarachi
3. PS to The Secretary T&MTD, GoS
4. Chief Financial Officer, TransKarachi
5. Manager Procurement & Contract, TransKarachi
6. Manager Legal Affairs, TransKarachi
7. Contract Specialist, TransKarachi
8. Manager Implementation (Lot-2), TransKarachi
9. Manager Infrastructure, TransKarachi
10. Senior PM/TL (the Engineer), Minconsult-EA-CEC JV (PMCS)
11. PM/DTL, Minconsult-EA-CEC JV (PMCS)
12. Resident Engineer (Lot-2), Minconsult-EA-CEC JV (PMCS)
13. Master File

26. Petitioners were awarded contract by M/S TransKarachi to construct BRT Lot - 2 through Competitive bidding in year 2022 against an estimated cost of Rs 16 Billion. Contract agreement between parties stipulated the execution of project within 24 months' time. We required Learned Counsel for the Petitioners to provide us details of payments made to them and work done at the site but they avoided. We asked M/S TransKarachi and Government of Sindh to place on record payment details and quantum of work done at site but they did not. Learned Advocate General Sindh verbally informed the Court that as against total project cost of Rs Sixteen Billion M/S TransKarachi had paid an amount of Rs Fifteen Billion to Petitioners. As set out in Para 5, Petitioners have completed only 40% work on site against 96% payment of project cost.

27. Scanning of the record revealed that Petitioners' claims for escalation charges were entertained by M/S TransKarachi to the tune of 600%, which speaks volumes about the misuse of public funds by Company, entrusted with public exchequer to utilize it in a transparent manner. But unfortunately

M/S TransKarachi and Petitioners were treating BRT project as Duck delivering Gold Eggs.

28. Response of M/S TransKarachi to the instant Petition was quite surprising. Instead of contesting petition, TransKarachi filed an application under Rule 10(2) of Order I CPC seeking deleting of its name from the array of respondents, reason thereof, that TransKarachi had no nexus with the issue under lis. It will be appropriate to reproduce the contents of application and affidavit sworn in support of application:

IN THE HIGH COURT OF SINDH AT KARACHI
(CONSTITUTIONAL JURISDICTION)
CONSTITUTIONAL PETITION No. D-2473 of 2026
CMA No. 10894 of 2026

AM ASSOCIATES & ANOTHER PETITIONER
VERSUS
GOVERNMENT OF SINDH & OTHERS RESPONDENTS

APPLICATION UNDER ARTICLE 199 OF THE CONSTITUTION OF THE ISLAMIC REPUBLIC OF PAKISTAN, 1973, READ WITH ORDER I RULE 10(2) CPC AND ALL OTHER ENABLING PROVISIONS OF LAW FOR DELETION OF RESPONDENT NO.7 FROM THE ARRAY OF RESPONDENTS

For the reasons set out in the accompanying affidavit, it is most respectfully prayed on behalf of Respondent No. 7, i.e., TransKarachi, a company incorporated under Section 42 of the Companies Act, 2017 ("TransKarachi"), that it has been impleaded without any cause and in any event, is neither a necessary nor a proper party to the instant Petition. It is, therefore, prayed that this Honourable Court may graciously be pleased to delete Respondent No. 7 from the array of Respondents in the above-captioned Constitutional Petition.

The prayer is made in the interest of equity, justice and good conscience.

ADVOCATE FOR THE RESPONDENT NO.7

Karachi
Dated: 02-05-2026

AFFIDAVIT FOR APPLICATION UNDER ARTICLE 199 OF THE CONSTITUTION OF THE ISLAMIC REPUBLIC OF PAKISTAN, 1973, READ WITH ORDER I RULE 10(2) CPC AND ALL OTHER ENABLING PROVISIONS OF LAW FOR DELETION OF RESPONDENT NO.7 FROM THE ARRAY OF RESPONDENTS

I, Zubair Ahmed, s/o Allah Warayo Channa, adult, holding C.N.I.C. No. 42301-1976874-9, having an office at Karachi, do hereby state on oath as under:

- 1. That I am the only authorized representative of the Respondent No.7 and I am fully conversant with the facts of the instant case.*
- 2. That the instant Application is being filed on behalf of Respondent No. 7, namely TransKarachi, seeking its deletion from the array of respondents in the above-captioned Constitutional Petition, on the ground that the*

Petition is wholly not maintainable against the said Respondent and no cause of action whatsoever has been disclosed/acrued against it.

3. *That Respondent No. 7 is a company incorporated under Section 42 of the Companies Act, 2017, engaged in the implementation and oversight of the Karachi Bus Rapid Transit (BRT) Red Line Project, including Lot-2 (Mosamiyat to Numaisht), for which the Petitioners were engaged under a contractual framework. The relationship between the Petitioners and Respondent No. 7 is purely commercial and contractual in nature, governed exclusively by the terms of the Contract Agreement executed inter se the parties, as is also evident from the memo of Petition itself.*
4. *That it is an admitted position that any dispute between the Petitioners and Respondent No. 7 arises out of and is regulated by the contractual arrangement, which provides for a comprehensive dispute resolution mechanism. In fact, the Petitioners have already invoked such mechanisms, including recourse to the Dispute Resolution Board and subsequent proceedings culminating in reference to arbitration. In these circumstances, the invocation of constitutional jurisdiction against Respondent No. 7 is ex facie misconceived and legally not maintainable.*
5. *That a plain reading of the Petition demonstrates that the entire grievance raised therein pertains to the alleged actions of the official Respondents, including the sealing of the project site and coercive measures taken by governmental authorities. No act, omission or statutory function attributable to Respondent No. 7 has been identified which could attract the constitutional jurisdiction of this Honourable Court under Article 199 of the Constitution.*
6. *That the Petitioners have, however, sought to create a misleading narrative by unnecessarily impleading Respondent No. 7 in order to lend colour to a fundamentally untenable case. Such conduct not only disentitles the Petitioners from any discretionary relief but also demonstrates lack of bona fides in invoking the constitutional jurisdiction of this Honourable Court.*
7. *That Respondent No. 7 reserves its rights to act strictly in accordance with the contractual agreement (now terminated), with the Petitioners in relation to the contract works, which in any event is not the subject matter of the present Petition and cannot be agitated in these proceedings.*
8. *That the impleadment of Respondent No. 7 is thus wholly misconceived, amounts to misjoinder of parties and is a clear abuse of the process of this Honourable Court. The Petitioners, if at all aggrieved in relation to any alleged claims against Respondent No. 7, are bound to pursue the same strictly in accordance with the agreed contractual dispute resolution mechanism and not through constitutional proceedings.*
9. *That the continued presence of Respondent No. 7 in the array of parties would unnecessarily prejudice its rights, subject it to unwarranted litigation, and impede the expeditious adjudication of the real controversy, which lies exclusively between the Petitioners and the official Respondents.*
10. *That in the facts and circumstances of the case, Respondent No. 7 is neither a necessary nor a proper party to the present Petition. Furthermore, the instant Constitutional Petition is not maintainable against Respondent No. 7 in light of the admitted position that the relationship between the Petitioners and Respondent No. 7 is governed by a contractual arrangement and any claims arising therefrom are*

required to be pursued strictly in accordance with the agreed dispute resolution mechanism.

11. *That accordingly, Respondent No. 7 is liable to be deleted from the array of respondents in the interest of justice.*

Karachi
Dated: 02-05-2026

s/d
DEPONENT
CNIC No. 42301-1976874-9
MOBILE No. _____

29. From the perusal of contents of affidavit, it can be deduced that there was a collusion between the contractor and Company. M/S TransKarachi para 7 of the affidavit was still willing to act in accordance with contractual agreement. This conduct on the part of M/S TransKarachi cannot be appreciated. A public limited company works as a public trust and utmost efforts should be made to secure that trust reposed by public.

30. Nearly four years' time has gone past but project has yet to finalize. As the time passes by, the project augments in the miseries and sufferings of people of Karachi. It has badly affected lives in Karachi, due to the bad management of Employer (M/S TransKarachi) and Petitioner Contractors. University Road should never have become stagnant during the construction of BRT Corridor. While constructing road M/S TransKarachi and Petitioners were required to prioritize the smooth flow of traffic on road which they failed. As mentioned supra traffic life on University Road gives life to Karachi and closure of university road badly affects economic life of people in general and in particular those settled on that road, for which contractor and M/S TansKarachi are responsible to compensate. The people residing and running commercial concerns on University Road would be within their rights to sue M/S TransKarachi & Petitioners and claim damages for the inconvenience caused due to the lethargic and non-professional approach adopted by them during execution of the project.

31. Petitioners' emphasis for taking judicial notice of the violations of contractual obligations by M/S TranKarachi under writ jurisdiction of this Court was not tenable under the law. Clause 20 of the Contract Agreement envisaged a platform for resolution of claims and disputes. Clause 20 reads as under:

20. *Claims, Disputes and Arbitration*

20.1 Contractor's Claim

If the Contractor considers himself to be entitled to any extension of the Time for Completion and/or any additional payment, under any Clause of these Conditions or otherwise in connection with the Contract, the Contractor shall give notice to the Engineer, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable, and not later than 28 days after the Contractor became aware, or should have become aware, of the event or circumstance.

If the Contractor fails to give notice of a claim within such period of 28 days, the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Sub-Clause shall apply.

The Contractor shall also submit any other notices which are required by the Contract, and supporting particulars for the claim, all as relevant to such event or circumstance.

The Contractor shall keep such contemporary records as may be necessary to substantiate any claim, either on the Site or at another location acceptable to the Engineer. Without admitting the Employer's liability, the Engineer may, after receiving any notice under this Sub-Clause, monitor the record-keeping and/or instruct the Contractor to keep further contemporary records. The Contractor shall permit the Engineer to inspect all these records, and shall (if instructed) submit copies to the Engineer.

Within 42 days after the Contractor became aware (or should have become aware) of the event or circumstance giving rise to the claim, or within such other period as may be proposed by the Contractor and approved by the Engineer, the Contractor shall send to the Engineer a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

- (a) this fully detailed claim shall be considered as interim;*
- (b) the Contractor shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as the Engineer may reasonably require; and*
- (c) the Contractor shall send a final claim within 28 days after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by the Contractor and approved by the Engineer.*

Within 42 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by the Engineer and approved by the Contractor, the Engineer shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

Within the above defined period of 42 days, the Engineer shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine (i) the extension (if any) of the Time for Completion (before or after its expiry) in accordance with Sub-Clause 8.4 [Extension of Time for Completion], and/or (ii) the additional payment (if any) to which the Contractor is entitled under the Contract.

Each Payment Certificate shall include such additional payment for any claim as has been reasonably substantiated as due under the relevant provision of the Contract. Unless and until the particulars supplied are sufficient to substantiate the whole of the claim, the Contractor shall only be entitled to payment for such part of the claim as he has been able to substantiate.

If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer to the Dispute Board in accordance with Sub-Clause 20.4 [Obtaining Dispute Board's Decision].

The requirements of this Sub-Clause are in addition to those of any other Sub-Clause which may apply to a claim. If the Contractor fails to comply with this or another Sub-Clause in relation to any claim, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim, unless the claim is excluded under the second paragraph of this Sub-Clause.

20.2 Appointment of the Dispute Board

Disputes shall be referred to a DB for decision in accordance with Sub-Clause 20.4 [Obtaining Dispute Board's Decision]. The Parties shall appoint a DB by the date stated in the Contract Data.

The DB shall comprise, as stated in the Contract Data, either one or three suitably qualified persons ("the members"), each of whom shall be fluent in the language for communication defined in the Contract and shall be a professional experienced in the type of construction involved in the Works and with the interpretation of contractual documents. If the number is not so stated and the Parties do not agree otherwise, the DB shall comprise three persons.

If the Parties have not jointly appointed the DB 21 days before the date stated in the Contract Data and the DB is to comprise three persons, each Party shall nominate one member for the approval of the other Party. The first two members shall recommend and the Parties shall agree upon the third member, who shall act as chairman.

However, if a list of potential members has been agreed by the Parties and is included in the Contract, the members shall be selected from those on the list, other than anyone who is unable or unwilling to accept appointment to the DB.

The agreement between the Parties and either the sole member or each of the three members shall incorporate by reference the General Conditions of Dispute Board Agreement contained in the Appendix to these General Conditions, with such amendments as are agreed between them.

The terms of the remuneration of either the sole member or each of the three members, including the remuneration of any expert whom the DB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment. Each Party shall be responsible for paying one-half of this remuneration.

If at any time the Parties so agree, they may jointly refer a matter to the DB for it to give its opinion. Neither Party shall consult the DB on any matter without the agreement of the other Party.

If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.

The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DB (including each member) shall expire when the discharge referred to in Sub-Clause 14.12 [Discharge] shall have become effective.

20.3 Failure to Agree on the Composition of the Dispute Board

If any of the following conditions apply, namely:

- (a) the Parties fail to agree upon the appointment of the sole member of the DB by the date stated in the first paragraph of Sub-Clause 20.2, [Appointment of the Dispute Board]*
- (b) either Party fails to nominate a member (for approval by the other Party), or fails to approve a member nominated by the other Party, of a DB of three persons by such date,*
- (c) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DB by such date, or*
- (d) the Parties fail to agree upon the appointment of a replacement person within 42 days after the date on which the sole member or one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,*

then the appointing entity or official named in the Contract Data shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the remuneration of the appointing entity or official.

20.4 Obtaining Dispute Board's Decision

If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, either Party may refer the dispute in writing to the DB for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this Sub-Clause.

For a DB of three persons, the DB shall be deemed to have received such reference on the date when it is received by the chairman of the DB.

Both Parties shall promptly make available to the DB all such additional information, further access to the Site, and appropriate facilities, as the DB may require for the purposes of making a decision on such dispute. The DB shall be deemed to be not acting as arbitrator(s).

Within 84 days after receiving such reference, or within such other period as may be proposed by the DB and approved by both Parties, the DB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.

If either Party is dissatisfied with the DB's decision, then either Party may, within 28 days after receiving the decision, give a Notice of Dissatisfaction to the other Party indicating its dissatisfaction and intention to commence

arbitration. If the DB fails to give its decision within the period of 84 days (or as otherwise approved) after receiving such reference, then either Party may, within 28 days after this period has expired, give a Notice of Dissatisfaction to the other Party.

In either event, this Notice of Dissatisfaction shall state that it is given under this Sub-Clause, and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 20.7 [Failure to Comply with Dispute Board's Decision] and Sub-Clause 20.8 [Expiry of Dispute Board's Appointment], neither Party shall be entitled to commence arbitration of a dispute unless a Notice of Dissatisfaction has been given in accordance with this Sub-Clause.

If the DB has given its decision as to a matter in dispute to both Parties, and no Notice of Dissatisfaction has been given by either Party within 28 days after it received the DB's decision, then the decision shall become final and binding upon both Parties.

20.5 Amicable Settlement

Where a Notice of Dissatisfaction has been given under Sub-Clause 20.4 above, both Parties shall attempt to settle the dispute amicably before the commencement of arbitration. However, unless both Parties agree otherwise, the Party giving a Notice of Dissatisfaction in accordance with Sub-Clause 20.4 above should move to commence arbitration after the fifty-sixth day from the day on which a Notice of Dissatisfaction was given, even if no attempt at an amicable settlement has been made.

20.6 Arbitration

(a) *If the contract is with foreign contractors*

(i) *for contracts financed by all participating Banks except under sub-paragraph (a) (2) below:*

international arbitration (1) with proceedings administered by the arbitration institution designated in the Contract Data, and conducted under the rules of arbitration of such institution; or, if so specified in the Contract Data, (2) international arbitration in accordance with the arbitration rules of the United Nations Commission on International Trade Law (UNCITRAL); or (3) if neither an arbitration institution nor UNCITRAL arbitration rules are specified in the Contract Data, with proceedings administered by the International Chamber of Commerce (ICC) and conducted under the ICC Rules of Arbitration; by one or more arbitrators appointed in accordance with said arbitration rules.

(ii) *for contracts financed by the Asian Development Bank:*

international arbitration (1) with proceedings administered by the arbitration institution specified in the Contract Data and conducted under the rules of arbitration of such institution unless it is specified in the Contract Data that the arbitration shall be conducted under the rules of the United Nations Commission on International Trade Law (UNCITRAL) and if UNCITRAL Rules are so specified then the named arbitration institution shall be the appointing authority and shall administer the arbitration); or (2) if an arbitration institution is not specified in the Contract Data, with proceedings administered by the Singapore International Arbitration Centre (SIAC) and conducted

under the SIAC Rules, by one or more arbitrators appointed in accordance with the said arbitration rules.

- (b) *if the Contract is with domestic contractors, arbitration with proceedings conducted in accordance with the laws of the Employer's country.*

The place of arbitration shall be the neutral location specified in the Contract Data; and the arbitration shall be conducted in the language for communications defined in Sub-Clause 1.4 [Law and Language].

The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the Engineer, and any decision of the DB, relevant to the dispute. Nothing shall disqualify representatives of the Parties and the Engineer from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

Neither Party shall be limited in the proceedings before the arbitrators to the evidence or arguments previously put before the DB to obtain its decision, or to the reasons for dissatisfaction given in its Notice of Dissatisfaction. Any decision of the DB shall be admissible in evidence in the arbitration.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the Parties, the Engineer and the DB shall not be altered by reason of any arbitration being conducted during the progress of the Works.

20.7 Failure to Comply with Dispute Board's Decision

In the event that a Party fails to comply with a final and binding DB decision, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 20.6 [Arbitration]. Sub-Clause 20.4 [Obtaining Dispute Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply to this reference.

20.8 Expiry of Dispute Board's Appointment

If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DB in place, whether by reason of the expiry of the DB's appointment or otherwise:

- (a) *Sub-Clause 20.4 [Obtaining Dispute Board's Decision] and Sub-Clause 20.5 [Amicable Settlement] shall not apply, and*
- (b) *the dispute may be referred directly to arbitration under Sub-Clause 20.6 [Arbitration].*

32. It further transpired from record that parties during intervening period referred claims and disputes to a Dispute Resolution Board and decisions thereof came in favor of Petitioners. In case of termination of Contract Petitioners may resort to clause 20 of the Contract Agreement. Even otherwise in para 9 of the Petition, Petitioners have waived the claim against contractual obligations. Para 9 of the Petition reads as under:

- 9- *That the instant petition is not arising from the contractual dispute between the Petitioner and Respondent No.7 but is against the sealing,*

high handedness, use of force and unlawful policing powers of the official respondents to snatch away the possession of the project site and to pilferage the stocks and machinery mentioned above which is lying at the project site.

33. Respondents No 3 to 6 took sealing action of property at the request of KMC which is not a party to the proceedings. KMC in its letter to Commissioner Karachi had sought assistance for retrieval of land and there was no request on the part of KMC for sealing of machinery. Implicitly sealing action was taken to secure the machinery and other material. However, during proceedings Respondents No 3 to 6 failed to demonstrate any justification for sealing of property and Petitioners ought to have been given ample opportunity to lift material and machinery from premises. Hence, we feel no hesitation to hold that machinery and material was sealed without any legal justification. As such We direct that material and machinery be restored to the Petitioners, if not required by M/S TransKarachi. If Petitioners feel aggrieved of action of retrieval of possession, and think that they still hold valid tenancy rights, they may avail remedy provided under Act-2010.

34. No doubt this Court, under its writ jurisdiction, can issue directions to the entities performing functions in connection with the affairs of Federation and province, on application of an aggrieved person complaining infringement of fundamental rights. This Court does not interfere in every issue of public concern under Article 199 of the Constitution but only where the action of the executive authority is in violation of law and raises the question of enforcement of a Fundamental Right. In the instant matter petitioners seek enforcement of contractual obligations, such a relief falls outside the purview of article 199 of the Constitution. Even this Court cannot treat the grievance of Petitioners as Public Pro bono as stressed that due to termination of contract, the execution of scheme will be delayed, because Petitioners themselves had a fiduciary interest in the matter.

35. Honorable Supreme Court of Pakistan in the case of Javed Ibrahim Paracha v. Federation of Pakistan reported in PLD 2004 SC 482 has held as under:

"a person can invoke the Constitutional jurisdiction of the superior Courts as pro bono publico but while exercising this jurisdiction, he has to show that he is litigating, firstly, in the public interest and, secondly, for the public good or for the welfare of the general public. The word 'pro

bono publico' as defined in Black Law Dictionary, Chambers Dictionary and Oxford Dictionary generally means 'for the public good' or 'for welfare of the whole' being or involving uncompensated legal services performed especially for the public good. 'Public interest' in the Black Law Dictionary, has been defined as the general welfare of the public that warrants recognition and protection. Something in which the public as a whole has a stake; esp., an interest that justifies governmental regulation. It thus signifies that in case of public interest litigation, one can agitate the relief on his own behalf and also on behalf of the general public against various public functionaries, where they have failed to perform their duties relating to the welfare of public at large which they are bound to provide under the relevant laws. Viewing the bona fide of petitioner in the above contest, we are of the opinion that the petitioner has not been able to show that he was aggrieved person within the meaning of Article 199 of the Constitution and can agitate his grievance as *pro bono publico*."

36. In another case of Muhammad Bashir v. Abdul Karim reported in PLD 2004 SC 271, Honorable Supreme Court of Pakistan while dealing with the powers of High Court under writ jurisdiction has held as follows:

17. *This power is conferred on the High Court under the Constitution and is to be exercised subject to Constitutional limitations. The Article is intended to enable the High Court to control executive action so as to bring it in conformity with the law. Whenever the executive acts in violation of the law, an appropriate order can be granted which will relieve the citizen of the effects of illegal action. It is an omnibus Article under which relief can be granted to the citizens of the country against infringement of any provision of law or of the Constitution. If the citizens of this country are deprived of the guarantee given to them under the Constitution, illegally or, not in accordance with law, then Article 199 can always be invoked for redress".*

37. Development Schemes fall within the policy making domain of the Federal and Provincial Government. The Principles of Policy enshrined in Part II - Chapter 2 of the Constitution holds state

responsible for promotion of social and economical well being of the people. Federal and Provincial Government in order to provide basic facilities to people necessary for promotion of social, economic well-being of the people devise policy planning and execution of development projects on the basis of need and priorities. The implementation of projects is not an easy task, it sucks hard earned money of tax payers. Articles 29 and 38 of Chapter 2, Part-II of the Constitution in this regard make state responsible to invent policy for socio economic development subject to financial resources. Executive enjoys powers to conceive development project, and such exercise cannot be ordinarily interfered with by this Court by invoking its jurisdiction under Article 199 of the Constitution, unless shown to be mala fide or in violation of the fundamental rights guaranteed under the Constitution to every citizen of this Country, thereby affecting the interest of public at large.

38. Honorable Supreme Court of Pakistan in the case of Watan Party and another v. Federation of Pakistan and others reported in PLD 2013 Supreme Court 167 has held as follows:

6. We are afraid that at the instance of petitioners, in order to expedite the progress of the Project, we cannot assume the functions of policy making or determining the priorities of various development projects in the country, which are the exclusive domain and functions of the Federal and Provincial Government, as the case may be, who have their own ministries, departments, commissions and consultants, etc. for policy making, determining the priorities of various development projects and its implementation. It is pertinent to mention here that under the scheme of the Constitution having its structure based on trichotomy of power amongst its different organs i.e. legislature, executive and judiciary, each of its organ has to work and exercise its authority strictly within its mandate, without encroaching upon or usurping the jurisdiction/functions of any other organ of the State.

39. Case laws relied upon by learned counsel for the Petitioners are on different footings and with due reverence are distinguishable.

40. For the aforementioned reasons instant petition was disposed of vide short order dated 14.05.2026, which is reproduced below:

For the reasons to follow and subject to any modification or alteration(s) in the detailed order instant petition is being disposed of in the following manner:-

- i. The petitioner had obtained 10 acres of land near Aladin Park on Rashid Minhas Road, Block-11, Gulshan-e-Iqbal, Karachi on rental basis through order dated 21.07.2022 issued by the Senior Director Zoo Safari and Recreation, KMC for a period of 3 years. The land was rented out against six months payment of Rs.3,146,000/- for establishment of Camp office, labour accommodations, material yard and batching plants for Karachi Bus Rapid Transit Red Line Project. The tenancy period of three years expired on 20.07.2025 therefore through final notice dated 06.04.2026 KMC demanded possession of the land within seven days. On failure to handover the land, the Commissioner Karachi was requested by KMC to retrieve the possession and accordingly on 20.04.2026 possession of the land was taken over alongwith the machinery and other material and handed over to KMC. Since possession of the land now lies with KMC and petitioner has not arrayed owner of the property as party to the proceedings therefore no writ can be issued against a person who is not party in the proceedings.*
- ii. Since the Revenue Authorities had acted under the directives of KMC for retrieval of possession, for which due notice was given to the petitioner, as such the petitioner if aggrieved by an action of the Authority had a remedy under the provisions of Sindh Public Property (Removal of Encroachment) Act, 2010 to file a review petition, or as the case may be, to approach the concerned Tribunal.*
- iii. While retrieving possession of the property machinery of the petitioner was also sealed. Since KMC or even the Trans Karachi has not claimed any right of the ownership of the machinery therefore the actions of the Authorities of sealing the machinery at the behest of KMC is declared illegal. However, if the Trans Karachi is of the view that in terms of clauses 17, 18 and 19 of the contract agreement the machinery is required by them they may approach the Dispute Resolution Board for retaining the machinery and in case the Board fails to decide the request of the Trans Karachi within thirty days' time the machinery shall be handed over to the petitioner as per endorsement of the Commissioner appointed by this Court, and inventory prepared by him.*
- iv. As far as the contract on Bus Rapid Transit (BRT) is concerned, Employer Trans Karachi has already given a contract termination notice to the petitioner contractor and in terms of the contract agreement the same falls within the contractual dispute to be resolved by the Dispute Resolution Board or through Arbitration. The petitioner company shall be at liberty to avail the remedies available under the contract agreement.*
- v. Since the contract was awarded to the petitioner company to an estimated cost of Rs. 16 billion and per the statement of learned Advocate General, Sindh that an amount of Rs.15 billion has already been disbursed to the contractor, the Trans Karachi shall be at liberty to claim the delay and defect liability payments against each other through mechanism provided under the*

contract agreement and vice versa if petitioner has any grievance in that regard.

- vi. *Since it has been informed that the contract of the petitioner company has been terminated and the public in Karachi was/is suffering badly due to the bad condition of the University road, the Government of Sindh is directed to ensure that the University road is made full functional within a period of two months from the date of the order and there shall be no hindrance of any manner for the public and private transport on the University road. For that reason Government of Sindh may earmark additional funds directly or through re-appropriation.*
- vii. *As far as BRT is concerned, it is expected that as per the timeline given to the Court, i.e. October, 2027, the BRT shall be made functional within the said period. However, it is made clear that the construction of BRT shall not in any manner effect smooth flow of traffic on the University road.*

Office is directed to send copy of this order to the respondents and the Chief Secretary, Sindh as well as Secretary Local Government for compliance. Learned MIT-II to ensure compliance.

JUDGE

JUDGE

HEAD OF THE CONST. BENCH

*PS/SADAM

APPROVED FOR REPORTING
