

IN THE HIGH COURT OF SINDH, CIRCUIT COURT,
LARKANA

*Constitutional Petition No. D-105 of 2026
(Sardar Khan Vs. P.O Sindh and others*

DATE	ORDER WITH SIGNATURE OF JUDGES
------	--------------------------------

Present:

*Mr. Justice Adnan Iqbal Chaudhry
Mr. Justice Ali Haider 'Ada'*

1. *For orders on M.A No. 482/2026. (Urgency Application)*
2. *For order on office objection.*
3. *For orders on MA No. 492/2026. (Exemption Application)*
4. *For hearing of main case.*

03-02-2026.

Mr. Faiz Muhammad Larik, Advocate for the petitioner

.....

Ali Haider 'Ada', J.:-Through this constitutional petition, the petitioner seeks payment of his contractual dues, being a contractor, and claims the remaining amount in respect of a scheme pertaining to the year 2014.

It is a recognized principle of law, as laid down by the Honourable Apex Court in *Zonal Manager, UBL and another v. Mst. Parveen Akhtar* (PLD 2007 SC 298), that the normal and adequate remedy for enforcement of contractual rights and obligations lies in filing a civil suit. In this regard, a Division Bench of this Court in *M/s S.S. Engineering Services through its Proprietor v. Federation of Pakistan* (PLD 2014 Sindh 378) has also observed that an alternate and efficacious remedy is available before the civil Courts for enforcement of contractual obligations against the authorities.

Further perusal of the record shows that the petitioner has approached this Court after an inordinate and unexplained delay of more than eleven years, as the scheme in question pertains to the year 2014. Thus, the petition is also hit by the doctrine of laches. Reliance in this regard is placed upon *Jawad Mir Muhammad and others v. Haroon*

Mirza and others (PLD 2007 SC 472) and Chairman, PCSIR v. Dr. Mrs. Khalida Razi (1995 SCMR 698).

Keeping in view the above facts and circumstances, this constitutional petition is dismissed accordingly.

JUDGE

JUDGE

Abdul Salam P.A