

**IN THE HIGH COURT OF SINDH,  
AT KARACHI**

**C. P. No. D-1846 of 2022**

**Present:**

Ahmed Ali M. Shaikh, CJ  
and Yousuf Ali Sayeed, J

Petitioners : M/s. Khudda Suleman Cartage Contractor & others through Dildar Khan Jehangiri, Advocate.

Respondents : Nemo.

Date of hearing : 29.03.2022.

**ORDER**

**YOUSUF ALI SAYEED, J.** - The Petitioners claim to be independent contractors, who profess to obtain oil tankers under private arrangement with the owners thereof so as to then modify/convert the same, as per prescribed standards, to meet the requirements and transport needs of the Respondent No.1. It is said that such modification/conversion is undertaken by the Petitioners at considerable expense, hence the Respondent No.1 is said to have earlier facilitated the Petitioners by disallowing the tanker owners from transferring their affiliation to some other contractor(s). As such, the enlistment of tankers is said to thus have borne an endorsement signifying that it was “Non-transferable from “Carriage to Carriage”.

2. The grievance espoused by the Petitioners is that the Respondent No.1 has now acceded to the demand of a fresh arrangement with the Oil Tankers Contractors Association (i.e. the Respondent No.3) wherein such restrictions no longer finds place and in fact contemplates that the Respondent N.1 would have no objection in that regard. It is said that such an Agreement has come to pass due to external pressures, with the relevant Paragraphs of the Petition on that score reading as follows:-

“4. That recently certain elements in order to cause losses to the contractors and the oil company, started blackmailing and set up a campaign to pressurize both the Respondents No.1 and 3 to delete the words “Not Transferable” from the approval letters of enlistment of Tank Lorry. The said gunda elements blocked the roads by giving “DHARNA” arranged Dance parties on roads, raising commotion, slogans, and blocking the way to pressurize Oil company’s officials and contractors movement.

5. That due to such DHARNA of the said gunda elements, movements of the officials of Respondent No.1 & 3 have been curtailed and insecured. They compelled the Respondents to bow down before them. They wanted to delete from approval letters the main condition of “Not transferable from carriage to carriage”, wherein they succeeded.

6. That the Respondent No.1 PSO and the Respondent No.3 under the influence and blackmailing of the said gunda elements i.e. brokers, blackmailers, and the persons engagement in illegal trade of oil, got signed a fresh agreement (nil dated) thereby giving free hands to the tanker owners change their affiliation and to enlist them with some other contractor.”

3. In that backdrop, the Petitioners have preferred the instant Petition, seeking that the relevant condition of the new Agreement said to have been arrived at between the Respondents No.1 to 3 be cancelled and that the Respondents be restrained from giving effect thereto so as to maintain the earlier position as to non-transferability.
4. Having considered the matter, we are of the view that the case setup by the Petitioners proceeds on vague and evasive grounds, inasmuch as it is the case is predicated on a general assertion that such a development is the product of external pressures, that too exerted by unspecified persons. Even otherwise, no case as to the violation of any fundamental right stands made out, and the relief sought is also beyond the pale of Article 199 of the Constitution.
5. Under the given circumstances, the Petition is evidently misconceived and devoid of force, hence while granting the request for urgency, we dismiss the Petition *in limine* along with other pending miscellaneous applications.

JUDGE

CHIEF JUSTICE

Karachi.  
Dated: