

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

Present:

Nadeem Akhtar, J
Yousuf Ali Sayeed, J

HCA No. 330 of 2023

Umar Baloch Enterprises (Pvt). Limited.....Appellant

Versus

Province of Sindh and others.....Respondents

Hakim Ali Khan, Advocate for the Appellant.

Date of hearing : 04.10.2023

ORDER

YOUSUF ALI SAYEED, J. - The Appellant has impugned the Order dated 15.09.2023 made by a learned Single Judge of this Court on the Original Side, so as to dispose of Suit No.1501 of 2023 with directions to the present Respondents in their capacity as the Defendants as follows:

- i. Official Defendants shall immediately hold a meeting with Plaintiff in the line of their Correspondence dated 15.05.2023 and if the claim of Plaintiff is found genuine with regard to suffering losses, the shortfall can be paid back by the officials Defendants.
- ii. Auction proceeding shall immediately commence in which all eligible person are entitled to participate and in the event present Plaintiff (Umar Baloch Enterprises [Pvt.] Limited) is successful, then the officials Defendants can make the adjustment of the shortfall of the current Contract with the price of the contract offered by Plaintiff and if it is awarded to the latter by official Defendants, but, strictly in accordance with Rules.”

2. The backdrop to the matter is that the Appellant is said to have obtained a contract for collection of certain fees via participation in a public auction, with it being alleged that a fresh auction was set to be conducted on the same subject notwithstanding the subsistence of that contract, hence the Suit eliciting relief in the following terms:-

“i. A declaration that the process intended by / under Public Notice dated 26.08.2023 is illegal and unlawful;

ii. (Without prejudice) a declaration that auction / reauction by the Defendants is subject to satisfactory discharge of the Plaintiff's lien;

iii. A Permanent Injunction restraining the Defendants (including persons acting under them, through them, and / or on their behalf) from administering the auction / reauction proclaimed under Public Notice dated 25.08.2023;

iv. A Permanent Injunction restraining the Defendants (including persons acting under them, through them, and / or on their behalf) from obstructing the Plaintiff's continued discharge of functions;

v. All other relief(s) deemed permissible, just, necessary, and appropriate in the given circumstances;

vi. Costs of proceedings.”

3. Be that as it may, a perusal of the impugned Order reflects that the learned Single Judge was inclined to dispose of the Suit in the aforementioned manner for the reason that two other Suits filed by the Appellant under analogous circumstances, being Suit Nos. 1082 of 2023 and Suit No.1148 of 2023, had already been disposed of in like terms. On query posed to learned counsel for the Appellant as to whether those Suits had indeed been disposed of in the manner recorded, he acknowledged that it was so. Furthermore, he conceded that no appeal had been preferred.

4. Additionally, when queried as to whether the contract said to have been executed in favour of the Appellant had been terminated, he conceded that no such step had been taken by the Respondents as yet.

5. While we are clear that none of the prayers advanced through the plaint were maintainable in the circumstances underpinning the Suit, in as much as the only claim that could conceivably arise in favour of the Appellant would be one for damages in the event of wrongful termination of his contract, we nonetheless see no error or infirmity in the approach adopted by the learned Single Judge, which appears to be consistent with that taken in earlier proceedings, as aforementioned. As such, no interference is warranted, and we accordingly dismiss the Appeal in *limine*, along with pending miscellaneous application.

JUDGE

JUDGE

Karachi
Dated