

## IN THE HIGH COURT OF SINDH, KARACHI

*Before: Salahuddin Panhwar &  
Mohammad Abdur Rahman, JJ,*

**C.P. No.D- 1227 of 2024**

Mohammad Altaf Arabiani & another

Vs.

Province of Sindh & others

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Petitioner: Through Mr. Zamir Hussain Shar, Advocate

Respondent No.1: Through Ms. Naushaba Solongji, A.A.G

Date of hearing: 11 March 2024  
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### **ORDER**

**MOHAMMAD ABDUR RAHMAN, J:** This Petition, maintained under Article 199 of the Constitution of Islamic Republic of Pakistan, 1973, seeks directions be issued by this Court to the Sindh Building Control Authority inter alia to cancel a license issued by the it to the Respondent No.5 for the development of a building project known as “New Bolton Market.

2. The Petitioners each contend that they are allottees of the Respondent No.5 in respect of a shop and a residential apartment each of which has been constructed in a building project known as “Green Line Residencia.” They contended that despite having made all the requisite payments to the Respondent No.5, possession of those units has not been handed over to the Petitioners.

3. They contend that the Respondent No. 5 has now commenced the development of another project in the name and style of “New Bolton

Market". They submit that keeping in mind that the SBCA is responsible for issuance of licenses to such developers it should forthwith cancel all licenses issued by it to the Respondent No.5 on account of the failure of the Respondent No. 5 to conclude it's obligations to the Petitioners.

4. We have no doubt that the SBCA is authorized to issue licenses to persons including, but not limited to, the Respondent No.5 for the development of projects. However, it is apparent that on account of a personal contractual dispute as between the Petitioner and the Respondent No.5, this Petition is being maintained so as to coerce the Respondent No.5. to conclude it's obligations to the Petitioners.

5. Having premised their Petition on their contractual agreements with the Respondent No. 5, this Court will necessarily have to delve into an enquiry of fact and determine as to whether the Petitioner or Respondent No.5 has breached his obligations in respect of the purchase of the two units purportedly allotted in favour of the Petitioner by the Respondent No.5 and which we are unable to go into in our jurisdiction under Article 199 of the Constitution of the Islamic Republic of Pakistan, 1973. This Petition is therefore misconceived.

6. For the foregoing reasons, we are of the opinion that this petition requiring us to determine the culpability for the breach of contractual obligations as between the Petitioner and the Respondent No. 5 cannot be adjudicated by us in our jurisdiction under Article 199 of the Constitution of the Islamic Republic of Pakistan, 1973. The Petitioner is therefore misconceived and was dismissed by us, along with all the pending applications, with no order as to costs on 11 March 2024 and these are the reasons for that order.

J U D G E

J U D G E

Karachi dated 18 March 2024.

