

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI
Constitutional Petition No. D-5297 of 2024

Date	Order with signature of Judge
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1. For order on Misc. No.23453/2024 (Urgent/ App)
2. For order on Misc. No.23454/2024 (Exemption/ App)
3. For hearing of main case.

23.10.2024

Mr. Ramiz Naseem, Advocate for the petitioner.

1. Urgency granted.

2&3. Through instant Constitutional Petition, the petitioner seeks directions for the respondent No.1 to 3 to release immediately the remaining amount i.e. Rs.31,73,783/- in respect of work completed by the petitioner.

Learned counsel for the petitioner contends that the petitioner is a registered company working as a Civil Contractor and pursuant to a publication dated 11.07.2012, it submitted a tender for the work of repairing trenches and improving the road located in front of B-129 and surrounding streets in Block-13-D-II in Gulshan-e-Iqbal Zone, DMC East, which was accepted by the respondent No.2 and consequent thereto an award letter was issued on 02.01.2012 for a total cost of Rs.99,19,338/- in favour of the petitioner by the respondent. Learned counsel further contends that although the petitioner has completed the awarded work, an amount of Rs.31,73,783/- is still outstanding and has not been paid by the respondents despite the passage of more than eleven (11) years.

Heard and perused the record.

It is an admitted position that the alleged work was assigned to the petitioner by the respondents through a contract. It is a settled principle of law that contractual obligations cannot be adjudicated through a Petition under Article 199 of the Constitution of Islamic Republic of Pakistan, 1973. In this respect reliance can be placed on the decision in the case of *Pakcom Limited & Others Vs. Federation of Pakistan & Others (PLD 2011 SC 44)*, wherein the Supreme Court of Pakistan, while examining the issue of enforcement of contractual obligations, has held that “*the contractual rights, commitments, undertakings and obligations have to be enforced through courts of ordinary jurisdiction which should not be interfered with by the High Court while exercising its Constitutional jurisdiction especially in those matters arising out of a contractual obligations*”. In the said decision it was further held by the Apex Court that “*In such like eventualities the normal remedy to law being a suit for enforcement of contractual rights and obligations would be availed instead of invocation of Article 199 of the Constitution merely for the purpose of enforcing contractual obligations*”.

In view of the above, this petition, being not maintainable, is dismissed in limine, along with the listed application, leaving the petitioner at liberty to approach the relevant forum under usual mode of proceedings, if so advised and permissible under the law.

JUDGE

JUDGE

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