

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI
CP.No.D-2397 of 2024



Date

Order with signature of Judge

1. For orders on Misc. No. 10922 of 2024 (U/A)
2. For orders on Misc. No. 10923/2024 (Ex/A)
3. For orders on Misc. No. 10924/2024 (Stay/A)
4. For hearing of main case.

20th May 2024

Mr. Mukhtair Ahmed Kuber, advocate for petitioner.

-0-0-0-

Through this petition, petitioner has prayed that:-

- (a) To direct the respondents to withdraw/abandon/cancel the above said Final Notice bearing reference No.TMC / DIR / PARK / NK/ 275/2024 dated 26.04.2024 as the same has been issued without any lawful authority.
- (b) To direct the respondents to compensate the petitioner about the losses caused to him due to the above said acts/omissions of the acts of the respondents for visiting the said park and issuing threats for dire consequences as he had invested more than 6 million upon the renovation, construction, leveling, wear and tear and maintenance of the said park.
- (c) To restrain the respondents, their agents, subordinates, officials, employees, administrator, men from handing over the said park to any third party and /or cancel the above said agreement dated 17 April 2023 in respect of the above said Zoo park, without any lawful authority.
- (d) To restrain the respondents, their agents, subordinates, officials, employees, administrator, men from harassing, blackmailing, threatening the petitioner for illegal and unlawful eviction from the said property on the basis of above said Final notice and further restrain them from demanding illegal gratification/fees/charges.
- (e) Any appropriate order for enforcement of fundamental rights of the petitioner.
- (f) Any other relief which this Honourable Court may deem fit and proper under the circumstances of the case.
- (g) Cost of the petition.

Perusal of memo of plaint as coupled with prayer clause and agreement between the petitioner and District Municipal Corporation reflects that petitioner is seeking enforcement of agreement which falls within the scope of

contractual obligations. It is pertinent to mention that in *writ of mandamus* this exercise cannot be undertaken. However, civil court is competent to decide the fate of contract between the petitioner and private respondents. Accordingly petition is dismissed *in limine* alongwith listed applications.


20/5/24
JUDGE


JUDGE



SAIID