

ORDER SHEET
IN THE HIGH COURT OF SINDH, CIRCUIT COURT, HYDERABAD
CP No.D-249 of 2025

[M/S Rizwan Babu and Sons vs. Federation of Pakistan and others]

DATE: **ORDER WITH SIGNATURE(S) OF JUDGE(S)**

1. For orders on M.A No.1212/2025
2. For orders on office objections
3. For orders on M. A. No.1213/2025
4. For orders on M.A No.1214/2025
5. For hearing of main case

13.3.2025

Mrs.Razia Ali Zaman Patoli, Advocate for the Petitioner

The petitioner has invoked the constitutional jurisdiction of this Court under Article 199 of the Constitution of Pakistan, seeking directions to the respondents for the continuation of a temporary contract and to allow the petitioner participation in any fresh auction for selling handicrafts in trains operated by Pakistan Railways.

2. Heard the learned counsel for the petitioner and meticulously examined the contents of the petition and the documents annexed thereto. Upon a thorough perusal, it is apparent that the petitioner had previously instituted F.C. Suit No. 336/2024 before the Court of VII-Senior Civil Judge, Hyderabad, concerning the subject matter raised in the present petition. The record reveals that the plaint in the said suit was initially rejected under Order VII Rule 11 C.P.C; however, upon appeal, the appellate Court set aside the rejection and remanded the case to the trial court for further proceedings. Subsequently, the petitioner voluntarily opted to withdraw the suit based on the statement made by the counsel representing the defendants, who had undertaken to adopt a legal procedure in relation to the matter in question. This withdrawal was recorded and endorsed by the trial court in its order dated 16.10.2024 (available on page 97 of the Court file).

3. In light of the above factual backdrop, it is evident that the petitioner had already availed an adequate alternative remedy by approaching the civil Court for redressal of grievances but chose to withdraw the same after securing an assurance from the defendants/respondents regarding procedural compliance. The petitioner has now approached this Court under Article 199 of the Constitution, primarily seeking relief of a contractual

nature, which falls outside the ambit of fundamental rights expressly protected by the Constitution. Furthermore, the petitioner has not presented any extraordinary or compelling circumstances that would warrant interference by this Court under its constitutional jurisdiction. It is settled law that the extraordinary jurisdiction of this Court under Article 199 is not intended to serve as an alternative forum for adjudication of purely contractual disputes, particularly where a viable alternative remedy has already been availed. The petitioner's reliance on this Court's jurisdiction to address issues of a contractual character after having pursued and subsequently withdrawn a civil suit on the same subject matter is inconsistent with the principles governing the exercise of constitutional jurisdiction. Absent any demonstrable breach of fundamental rights or extraordinary circumstances, the petition is devoid of merit. Accordingly, it is abundantly clear that the constitutional petition, as presented, is not maintainable under the law. The petitioner has failed to justify why this Court should exercise its extraordinary jurisdiction concerning contractual rights and administrative procedures.

4. In view of the above, the petition is found to be not maintainable and is hereby **dismissed** in *limine* along with the other miscellaneous applications.

JUDGE

JUDGE

AHSAN ABRO