

ORDER SHEET  
IN THE HIGH COURT OF SINDH, KARACHI

Constitutional Petition No. D-61 of 2026  
(Irfan Ahmed versus the Regional Manager HBFC & another)

Date	Order with signature of Judge
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1. For order on Misc. No.270/2026 (Urgency)
2. For order on office objection No.1
3. For order on Misc. No.271/2026 (Exemption)
4. For hearing of main case

**08.1.2026**

Mr. Irfan Ahmed advocate / Petitioner in person

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**ORDER**

**Adnan-ul-Karim Memon, J.** Petitioner prayed to:

1. *Direct the Respondents to provide the Petitioner, being an Advocate, the loan facility under Section 12 of the Lawyers Welfare & Protection Act, 2023, and to release the loan amount in accordance with the Annual Income Estimation Report, as all legal requirements have been duly fulfilled.*
2. *Grant any other relief deemed just and proper under the circumstances of the case.*

2. It is the case of the Petitioner that he is a practicing Advocate of this Court and a Member of the Sindh Bar Council, Karachi, bearing Registration No.1784/HC/KHP, and is a person of good character and reputation among the legal community. He submitted that he applied for a loan facility of Rs.45 million for the purchase of a flat in Karachi and submitted all relevant documents required for processing the said loan facility. He submitted that Respondents/HBFC officials received the Petitioner's application, and an income estimation report was also obtained from a third-party organization, International Credit Information Pvt. Ltd., Karachi. The HBFC officials assured the Petitioner that loan facility would be granted in accordance with the Annual Income Estimation Report. He next submitted that he repeatedly contacted HBFC officials at the Head Office and also personally visited their office; however, despite the Annual Income Estimation Report, the requested loan facility has not been provided. He emphasized that he being an Advocate, is entitled to loan facility under Section 12 of the Lawyers Welfare & Protection Act, 2023. However, despite fulfillment of all legal and procedural requirements, the Respondents/HBFC officials failed to provide the loan facility, thereby violating Section 12 of the said Act. He pointed out that under Section 12 of the Lawyers Welfare & Protection Act, 2023 the Petitioner is legally entitled to the grant of loan facility. He emphasized that the Constitution is a living document that ensures the welfare of advocates and must be applied in its true spirit; therefore, HBFC officials have no

lawful justification to refuse the loan facility to the Petitioner. He also referred to Section 17 of the Lawyers Welfare & Protection Act, 2023, if the HBFC officials were facing any difficulty in providing loan facility to the Petitioner, they were required to approach the Federal Government for removal of such difficulty; however, even then the loan facility ought to have been granted to the Petitioner. He emphasized that the Constitution of the Islamic Republic of Pakistan, 1973 guarantees the promotion of social and economic well-being of the people and obligates the State to provide basic necessities of life, including housing. The Respondents, by denying the loan facility, have violated the principles of policy of the Constitution, 1973. He prayed to allow this petition.

3. We have heard the Petitioner on the maintainability of the petition and perused the record with his assistance.

4. In the light of the record and the submissions advanced, it is noted that the Petitioner has failed to point out any statutory right that has been infringed or any actionable illegality committed by the Respondents. The provisions of the Lawyers Welfare & Protection Act, 2023, relied upon by the Petitioner, do not create an automatic or unconditional entitlement to the grant of loan facility, nor do they override the essential financial prudence, eligibility criteria, and internal policies of lending financial institutions. Grant of a loan remains subject to independent assessment of creditworthiness and risk by the competent financial authority, and no writ can be issued to compel the Respondents to advance a loan as a matter of course. Mere expectation or assurance, without a concluded sanction or enforceable promise, does not give rise to any enforceable legal right. No element of mala fide, discrimination or violation of any fundamental right has been substantiated.

5. In these circumstances, the petition is misconceived and devoid of merit, and is accordingly dismissed in *limine*.

6. These are the reasons for our short order of even date.

JUDGE

JUDGE

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