

**IN HIGH COURT OF SINDH, CIRCUIT COURT  
HYDERABAD**

**C.P. No.D-496 of 2026**

[M/s Meesam Construction Company v. Province of Sindh & others]

**Before:**

**Mr. Justice Arbab Ali Hakro**

**Mr. Justice Riazat Ali Sahar**

1. For order on MA No.1999/2026.
2. For order on office objection.
3. For order on MA No.2000/2026.
4. For hearing of main case.

Petitioner : M/s Meesam Construction Company  
through Mr. Ghulam Murtaza Shaikh,  
Advocate.

Respondents : Nil.

Date of Hearing : 05.03.2026

Date of Decision : 05.03.2026

**ORDER**

**RIAZAT ALI SAHAR. J.** - Through this petition, the petitioner is seeking following reliefs:-

- a) *That this Honourable Court may be pleased to pass appropriate Order by directing the respondent No.1 to 10 regarding completion work of 26 Schemes which is already approved by the District Oversight Committee, hence the petitioner is under apprehension that the respondents may usurp the budget to another project.*
- b) *That this Honourable Court may be pleased to direct the official respondents complete the Minutes of Meeting of District Oversight Committee regarding the approval Schemes in District Dadu as per law.*
- c) *That this Honourable Court may be pleased to direct the respondents to redress the grievance of the petitioner which were pending since 2023 and till date.*
- d) *That this Honourable Court may be pleased to grant any other relief which the Honourable Court deems fit and proper.*

2. In the instant petition filed under Article 199 of the Constitution of the Islamic Republic of Pakistan, 1973, the petitioner claims to be a duly registered construction company with the Pakistan Engineering Council holding a valid license in Category C.A (No Limits) since the year 2011 and engaged in government contracting works. It is stated that pursuant to a meeting dated 12.11.2022 held under the chairmanship of respondent No.5, sixty-six development schemes worth Rs.3836.401 million under the Special M&R Program for District Dadu were approved by the District Oversight Committee with directions to complete all codal formalities through the Finance Department. Thereafter, a Notice Inviting Tender (NIT) was published and the petitioner, after participating in the tender process, was awarded a work order relating to one of the schemes and directed to commence work on an emergent basis owing to the flood situation prevailing in the district. According to the petitioner, he commenced and completed the work and also undertook certain additional works allegedly at the directions of officials in view of the emergency circumstances.

3. It is further stated that although partial payment was released to the petitioner, substantial amounts relating to twenty-six schemes executed by various contractors allegedly remain outstanding. The petitioner relied upon a series of communications exchanged between the respondents during February and March 2023, whereby requests were forwarded by the concerned officers to higher authorities and the Finance Department for release of funds amounting to approximately Rs.221.811 million for clearance of liabilities of the contractors. The grievance of the petitioner is that despite repeated correspondence between the departments and alleged completion of the schemes, the outstanding amounts have not been released and the respondents have failed to redress the petitioner's claims. The petitioner further stated that after an order passed by this Court in another petition relating to one scheme, the respondents have initiated

steps for approval of that particular scheme alone while ignoring the remaining schemes. Hence, the petitioner has invoked the constitutional jurisdiction of this Court seeking directions for completion of the formal approval process and payment of the alleged dues.

4. Learned counsel for the petitioner contended that the petitioner executed the works during an emergency situation declared after the floods of 2022 and invested substantial financial resources for completion of the schemes at the behest of the district administration. He contended that the respondents themselves have acknowledged completion of the schemes through official correspondence and therefore are legally bound to release the outstanding payments. At this juncture, a query was put to the learned counsel as to whether the petitioner possesses any formally sanctioned work orders for all twenty-six schemes and whether the alleged liability has been verified and admitted by the competent authority in accordance with the relevant financial rules. Learned counsel, however, could not satisfactorily point out any material demonstrating final approval, verification of the claims or a specific order of the competent authority acknowledging the petitioner's entitlement to the amounts claimed.

5. We have heard the learned counsel for the petitioner and have carefully perused the material available on record.

6. At the outset, it may be observed that the jurisdiction of this Court under Article 199 of the Constitution is extraordinary and discretionary in nature and is ordinarily exercised to enforce fundamental rights or to compel performance of a statutory duty where the obligation of a public functionary is clear, established and undisputed. Such jurisdiction is not intended to serve as a substitute for ordinary civil or contractual remedies, particularly where the dispute arises out of contractual dealings between a

private party and the Government or where the matter requires determination of disputed questions of fact.

7. From the contents of the petition as well as the annexures appended thereto, it appears that the petitioner's claim essentially pertains to alleged outstanding payments in respect of certain development schemes said to have been executed during the flood emergency of 2022 in District Dadu. The record indicates that sixty-six schemes were discussed in a meeting of the District Oversight Committee and thereafter the concerned departments initiated administrative steps including publication of a Notice Inviting Tenders. The petitioner stated that he was issued a work order for one scheme and that additional works were undertaken on emergent directions of the officials. However, beyond the work order relating to the specific scheme, no material has been placed on record demonstrating issuance of duly sanctioned work orders or contractual documents in respect of all the schemes for which payment is being claimed. Equally an important fact is that the correspondence relied upon by the petitioner merely reflects inter-departmental communications requesting release of funds from the Finance Department for the M&R Program. Such communications do not constitute an admission of liability nor do they amount to final approval of the claims. On the contrary, the tenor of the letters suggests that the matter is still subject to administrative scrutiny, verification and financial sanction by the competent authorities. In the absence of verification and approval by the competent forum, the alleged liability cannot be treated as admitted.

8. It is a settled principle of law that claims arising out of government contracts or works executed for a public department ordinarily fall within the domain of civil jurisdiction. Where the entitlement of a claimant depends upon proof of execution of work, verification of quantities, sanction of funds and compliance with procurement or financial rules, such matters inevitably involve disputed questions of fact which cannot appropriately be resolved

in constitutional proceedings. Determination of such issues would require examination of evidence, contractual documents, departmental records and possibly the testimony of officials, which exercise lies beyond the scope of writ jurisdiction. Furthermore, the petitioner has not demonstrated that any competent authority has finally declined his claim or refused to perform a statutory duty. The material placed on record rather indicates that the matter is still pending consideration before various authorities of the Government of Sindh including the Finance Department for allocation and release of funds. In such circumstances, the alleged grievance essentially relates to administrative delay or processing of claims, which by itself does not furnish sufficient ground for invoking constitutional jurisdiction unless accompanied by *mala fide*, patent illegality or arbitrary exercise of power, none of which has been substantiated in the present case.

9. It is also pertinent to observe that the petitioner seeks directions for approval of schemes and release of funds, which essentially fall within the financial and administrative domain of the executive authorities. Courts exercising constitutional jurisdiction ordinarily refrain from issuing directions that would effectively compel allocation of budgetary resources or approval of financial schemes, particularly where such matters are subject to statutory procedures and departmental scrutiny. The reliance placed by the petitioner upon an order passed in another petition relating to a different scheme does not advance his case. Each matter is required to be examined on its own facts and the mere fact that relief may have been granted in another case does not automatically confer a legal right upon the petitioner in absence of independent proof of entitlement.

10. For what has been discussed above, we are of the considered view that the controversy raised in the present petition essentially pertains to alleged contractual claims and disputed liabilities requiring factual determination and departmental verification. Such matters cannot be adjudicated in proceedings

under Article 199 of the Constitution. The appropriate course available to the petitioner is to pursue his claim before the competent departmental authorities in accordance with the relevant procurement and financial rules or, if so advised, to seek remedy before the competent civil forum for determination of his alleged contractual dues. Consequently, the present petition, being not maintainable in constitutional jurisdiction is **dismissed** in *limine* along with listed applications. The petitioner, however, shall be at liberty to avail any other remedy available to him under the law before the appropriate forum.

**JUDGE**

**JUDGE**

**\*Abdullahchanna/PS\***