

ORDER SHEET
IN THE HIGH COURT OF SINDH, CIRCUIT COURT HYDERABAD

C.P. No.D-2165 of 2016.

DATE	ORDER WITH SIGNATURE OF JUDGE
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1. For orders on office objection.
2. For katcha peshi.
3. For hearing of M.A-11666 of 2016.

14.12.2016.

Mr. Bhagwan Das Bheel, Advocate for Petitioner.

Malik Naeem Iqbal, Advocate for respondent No.1.

Mr. Allah Bachayo Soomro, Addl. A.G. alongwith Fazalullah Pechoho, Secretary Education Schools Sindh, Riaz Ahmed Memon, Secretary Colleges Sindh, Zakir Ail Shah, Special Secretary SED, Akram Ali Khowaja, P.D. Sindh Basic Education Program, Mirchand Oad, Regional Director College, Mirpurkhas, Mirza Imam Ali, Regional Director Hyderabad Colleges, Dr. Saeed Ahmed, Advisor legal and focal person to Chief Secretary Sindh, Abdul Jabbar, DD (PDSR) Ed: Department.

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Learned counsel for respondent No.1 submits certain documents through statement, taken on record, copy whereof provided to other side.

2. Counsel for petitioner contends that petitioner was shortlisted and was allowed contract, but subsequently such contract was terminated although he purchased the plot, established building and hence act of respondents is arbitrary and against the settled law.

3. Counsel for respondent No.1 contends that as per their record petitioner was not given any contract and by mistake it is mentioned in letter that contract was terminated, however, it is the prerogative of SEF under the rules to award contract to any suitable contractor and according to their record petitioner is not entitled for that. He further contends that petitioner would be at liberty to apply afresh as and when any scheme is announced and he will not be debarred from earlier

history or instant litigation and his case would be considered purely on merits; however, respondent No.1 would be at liberty to terminate any contract if there is breach of any term or condition of such contract.

4. Since, there is specific denial with regard to awarding any contract to petitioner rather the word “ *termination*” has been claimed as an ‘*mistake*’ therefore, this has changed the position thereby bringing the matter, if any, as ‘*disputed*’ which legally cannot be entertained in Constitutional Jurisdiction. Even otherwise, short-listing one does not mean ‘**awarding of contract**’ which do have its own features, beginning with such *intimation* and execution of contract. Even otherwise, since the respondents have *categorically* stated that petitioner is at liberty to participate in future schemes which is *otherwise* a right of every eligible person. Such right of petitioner, if any, stood protected. Accordingly, petition is disposed of in above terms alongwith listed application.

JUDGE

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