

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI
C.P. No.D-1670 of 2017

Date	Order with signature of Judge
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Present
Mr. Justice Muhammad Ali Mazhar
Mr. Justice Yousuf Ali Sayeed

The Muhafiz Security (Pvt.) Ltd.....Petitioner

Versus

Province of Sindh & others.....Respondents

19.03.2020

Mr. Shakeel Ahmed, Advocate for the Petitioner
a/w Lt. Col. (R) M. Khurshid Iqbal, Executive
Director of the Petitioner.
Mr. Ahmed Zameer, Advocate for DMC, Karachi-West.
Mr. Jawad Dero, Addl. A.G. Sindh.
Mr. Faiz Muhammad Channa, Assistant Director
(Local Fund Audit), DMC, Karachi-West present.

Muhammad Ali Mazhar, J: The petitioner has approached this court for directions against the respondent No.4 to release the outstanding bills of the petitioner in the sum of Rs.1,34,30,000/- plus 10% taxes and interest/profit per month from the date when it became due. The petitioner has provided services of security guards in view of the services contract with DMC West, Baldia Zone/Town, Karachi. Though the agreement seems to be signed by some officer of the Baldia Town/Zone, DMC West but his designation is not mentioned, however, the petitioner present in court submits that it was signed by the Town Officer. He further submits that the services were continued upto March, 2015 and he has also produced a copy of letter dated 06.09.2012 issued by

Town Officer (MR), Baldia Zone, DMC, Karachi (West) which shows that the competent authority, the Administrator D.M.C (West) was pleased to accept the quotation for providing services of security guards as per rates quoted in the quotation made applicable from 01.09.2012 till further notice period. The reply has been filed and the representative of the Audit Department has also appeared but the main plea taken by the DMC, Karachi-West is that the agreement was not signed by the competent authority. When we raised the question as to how the earlier payments were made, the learned counsel responded that it was due to manipulation and in connivance of the lower staff but he further argued that no such agreement was ever executed and the payments were made under some misconception. The factual controversy of the disputed questions of facts cannot be decided in the writ jurisdiction but at least an inquiry can be conducted by the Secretary, Local Government in this regard. The Secretary, Local Government is directed to conduct an inquiry after providing opportunity of hearing to the petitioner and the officer of the DMC, Karachi-West. He will also consider as to how the previous payments were made and what are the reasons whereby the future payments if any have been stopped. He will also consider that if the petitioner has provided the services of security guards to the DMC, Karachi-West, then why the legitimate payment was not made to the petitioner against the said services. If the lower staff or any other officer of DMC, Karachi-West is found involved in any malpractice or connivance whereby the agreement was executed or the petitioner was deprived of his legitimate dues, the

Secretary, Local Government shall initiate necessary action in accordance with law against all such officials. Petition is disposed of accordingly alongwith pending application. The compliance report should be submitted within 45 days through the MIT-II of this court. The Addl. A.G. Sindh during the course of his arguments took the plea that the petition is not maintainable and appropriate remedy is to file a civil suit for the recovery. Though we have passed the order for conducting inquiry but it is also open to the petitioner that if the petitioner so chooses, he may avail appropriate remedy for recovery subject to all just exceptions.

Judge

Judge

Asif