

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI
C. P. No.D-2264 of 2019

DATE

ORDER WITH SIGNATURE OF JUDGE

Present:-

Mr. Justice Muhammad Ali Mazhar

Mr. Justice Amjad Ali Sahito

Mukhtiar & anotherPetitioners

Versus

Additional Secretary (Technical) Forests,

Government of Sindh & others.....Respondents

30-04-2021

Mr.Hassan Ali Shaikh, Advocate for the Petitioner.

Petitioner No.1 is also present.

Mr.Jawad Dero, Additional Advocate General.

Mr.Muhammad Ali Unar, Divisional Forest Officer,
Afforestation Division, Thatta is present.

Muhammad Ali Mazhar, J: Learned counsel for the petitioners argued that the petitioners were awarded 03 years' contract for coconut nuts at Kathore Forest of Afforestation Division, Thatta. The contract of petitioner No.1 is valid up to 30.06.2021, whereas the contract of petitioner No.2 (Nadeem) was valid upto 30.06.2020. The petitioners in fact approached this court against the cancellation notice of contract issued by respondent to them.

2. The Divisional Forest Officer, Afforestation Division, Thatta (Respondent No.2) has filed comments along with certain documents, according to which on 18.02.2019 notice was issued to both the petitioners with regard to damage to the standing coconut trees which were not being maintained properly. The bunds around the trees were not given and ground fire was also

observed and due to carelessness the trees were burnt. The petitioners were called upon to explain their position as to why the contract should not be cancelled, but on 29.03.2019 two more letters were issued to the petitioners in which it was conveyed that on their assertion to take care properly the cancellation notices were withdrawn and 15 days' time was given to them to properly maintain/improve the trees condition, but it was not done, therefore, the contracts were cancelled and the petitioners were called upon to physically handover the possession of the forest area to the Department. Learned counsel for the petitioners argued that no such letters were ever issued to them. The officer present in court submits that not only letters were issued, but the petitioners also appeared in the office and right of audience was provided to them, therefore, their assertion is totally false that no notice was served.

3. Be that as it may, the grounds raised in the cancellation letters of contract show some violation on the part of the petitioners, whereas the petitioners' counsel claims that no such letter ever issued to them. The factual controversy cannot be decided with regard to contractual obligations in writ jurisdiction, which requires evidence to be led by the parties, therefore, this petition along with pending application is dismissed, however, if the petitioners are of the view that their contracts were wrongly terminated or prematurely terminated without notice, they may seek appropriate remedy in civil court in accordance with law.

Judge

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Judge