

ORDER SHEET

IN THE HIGH COURT OF SINDH AT KARACHI

Present:
Ahmed Ali M. Shaikh, CJ
Yousuf Ali Sayeed, J

CP No.D-1812 of 2021

Fresh Case

1. For orders on CMA No.23973/2021 (urgent)
2. For orders on office objection No.18
3. For orders on CMA No.7749/2021
4. For orders on CMA No.7750/2021
5. For hearing of main case

29.09.2021

Mr. Abdul Rauf Malik, Advocate for the petitioner

AHMED ALI M. SHAIKH, CJ.- Petitioner claiming to be the former General Secretary, Sindh Small Industries Corporation Employees Union has invoked the Constitutional Jurisdiction of this Court, seeking following relief(s):-

- a) Declare the lease agreement dated 01.08.2018 as void ab initio, non est, illegal and without approval of the Board of SSIC and of no legal value;
- b) Permanently and pending disposal of this Petition restrain the Respondents, their subordinates, officers, employees, representatives, agents, assigns or any other person acting on their behalf from construction of new building over the subject property i.e. Auto Diesel-cum-Service Institute any further without permission of this Hon'ble court;
- c) Declare that the Respondent have no power, authority to covert the land in to commercial and let out the same government land on monthly rent to private party/contractor.
- d) To restrain the Respondents from harassing or humiliating the Petitioner in any manner whatsoever.
- e) To grant any other relief as this Honorable Court deems fit and proper under circumstances of the case."

2. Briefly stated, facts as pleaded in the petition, are that the Sindh Small Industries Corporation (the “SSIC”) owns some properties/assets including Auto Diesel Training-cum-Service Institution at Shershah, Karachi (“the Institute”). The SSIC published notices in different newspapers dated 06.05.2018 and 07.05.2018 inviting offers from interested parties to lease out its properties, including the Institute. In response, only Respondent No.9, M/s Al-Hafeez Electronics Traders showed interest and willingness to take the Institute on monthly rent and his offer was accepted. The Respondents entered into lease agreement on 01.08.2018, which, per the petitioner was attested on 11.07.2018, and according to him shows malafide and collusion between the contracting parties. The Respondent No.9 after obtaining possession of the Institute started construction of new building and encroached upon the lands belonging to SSIC. It is further alleged that the Respondent No.9 has sold out the government machinery lying in the Institute.

3. During course of arguments learned counsel very frankly conceded that the bids for leasing out the Institute were invited fairly and transparently. He further conceded that none including the petitioner has ever raised any objection in leasing out the Institute to the Respondent No.9. He also could not explain as to how in the given circumstance the fundamental rights of the petitioner guaranteed in the Constitution were violated. Additionally, through these proceedings the petitioner is attempting to question the execution of the lease agreement that was purportedly signed between the parties in the August, 2018.

In view of the above, we do not find any merit in the petition. Accordingly, while granting the urgent application, the petition alongwith pending applications stand dismissed.

Chief Justice

Judge