

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI

Suit No. -1199 of 2022

[Bhawal Khan v. Province of Sindh through Secretary Local Govt. and others]

Order with signature of Judge(s)

1. For orders on office objection No.2 as well as reply of Advocate at flag 'A'
2. For hearing of CMA No.10701/2022 (U/O XXXIX Rule 4 CPC)
3. For hearing of CMA No.10122/2022 (U/O XXXIX Rules 1 & 2 CPC)
4. For hearing of CMA No.10333/2022 (U/O I Rule 10 CPC)

11.08.2022

Mr. Shariq A. Razzak, Advocate for the plaintiff
Mr. Muhammad Idrees, Advocate for defendant Nos.2 and 3
Ms. Naushaba Haq Solangi, Additional A.G

Certain counter affidavits and affidavit in rejoinder have been filed, which are taken on record.

Learned counsel appearing for defendant Nos.2 and 3 submits that as evident from the prayer made through the instant suit, which are reflected in interim injunctive application, the plaintiff approached the Court for suspension of letter dated 22.06.2022 through prayers 'A' and 'B', whereas, through prayer 'C' a request was made that the defendants be restrained from interfering with the collection rights and possession of the plaintiff over the subject land during the substance of its agreement period i.e. upto 15.07.2022. Counsel states that while this Court granted a stay that such rights not to be infringed, however with the passage of time the suit has become infructuous since the plaintiff has fully enjoyed the contract period and after expiry thereafter the law does not permit extension of any contract through such an injunction. Reference is made to Rule 28 of the Sindh Local Councils (Auctioning of Collection Rights) Rules, 2016.

When posed with this factual controversy, counsel for the plaintiff admits contentions of the learned counsel for defendant Nos.2 and 3 to the extent that the period for which the contract was awarded to the

plaintiff has expired on 15.07.2022. The counsel wishes that the plaintiff should have been permitted to participate in the fresh tendering process, and that he is ready to meet the highest bid. Both these prayers are beyond the scope of the suit, if the plaintiff wishes to challenge the auctioning procedure or want to match the highest bid (if the law so permits) a fresh cause of action ensues and appropriate remedy is available with the plaintiff within four corners of law.

In the given circumstances, as submitted by the learned counsel for defendant Nos.2 and 3, any further extension of the interim relief granted to the plaintiff would amount to rewriting the contract and extending the tender of the plaintiff, which clearly this Court is not competent to do in all equity and fairness. Counsel for the plaintiff in these circumstances, does not press the instant suit and would consult his client to seek appropriate remedy in accordance with the law.

Accordingly, the instant suit is dismissed as not pressed in the above terms alongwith pending applications.

JUDGE