

## IN THE HIGH COURT OF SINDH KARACHI

**Present:**

Mr. Justice Yousuf Ali Sayeed

Mr. Justice Adnan Iqbal Chaudhry.

### Const. Petition No. D-4941 of 2022

Petitioner : Syed Mureed Ali Shah in person.

Respondents : Nemo.

Date of hearing : 26-08-2022

Date of Decision : 26-08-2022

### JUDGMENT

**Adnan Iqbal Chaudhry J. -** It is said that by a contract dated 26-05-2022, the Sindh Bar Council and the Sindh High Court Bar Association (respondents 4 and 5) have engaged the services of Salam Takaful Ltd. (respondent No.6) for healthcare insurance cover for its members/Advocates, which facility was funded by the Government of Sindh after scrutiny of quotations received from Salam Takaful Ltd. and Pak-Qatar Family Takaful Ltd. (respondent No.7). The petitioner, who is a member/Advocate of the said Bar Council and Association is aggrieved by the fact that the Government of Sindh preferred Salam Takaful Ltd. over Pak-Qatar Family Takaful Ltd. He points to the summary of the two quotations in para 2 of the petition to state that the quotation of Pak-Qatar Family Takaful Ltd. was 'better value for money' as it offered to cover 1416 additional persons at an annual premium less by Rs. 119. He prays *inter alia* for a writ to annul the aforesaid insurance contract.

At the outset we confronted the petitioner as to how a writ can issue to annul a contract between the Bar Council and Association

and the insurance provider when said parties do not perform functions of the State. To that, the petitioner has no answer.

The fall-back argument of the petitioner is that since the insurance contract is financed by the Government, a writ can nonetheless issue against the Government where it proceeded to select an insurer at a higher cost. However, that contention too is misconceived. From the summary of the quotations given in para 2 of the petition, while Pak-Qatar Family Takaful Ltd. had offered to provide health insurance cover to more persons and at a slightly lesser annual premium, the cumulative premium of the package came to be higher by Rs. 1,408,957 than the one offered by Salam Takaful Ltd., hence more expensive for the Government. Surely it cannot be contended by the petitioner that the Government ought to have spent more money to get a better deal for the Advocates. Further, as apparent from the recital of the contract, the Bar Council and Association too had endorsed the selection of Salam Takaful Ltd. as insurance provider as it provided "*the widest geographical cover*". The viability of the bargain struck by the Bar Council and Association for its members is not for this Court to question. The petition is therefore dismissed in *limine*.

**JUDGE**

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