

Order Sheet
IN THE HIGH COURT OF SINDH,
CIRCUIT COURT, HYDERABAD

CP No. D- 845 of 2020

DATE	ORDER WITH SIGNATURE OF JUDGE
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05.04.2022

For orders on office objection
For hearing of main case

Mr. K.B. Lutuf Ali Leghari, Advocate for Petitioners
Mr. Ayaz Ali Rajpar, Asstt: A.G.

Petitioners in this petition seek performance of some contractual obligations. They claimed to have entered into an agreement / contract with respondent No.9 M/s. Abdullah Builders who undertook to construct houses for Sehwan Development Authority under some bilateral agreement between them.

We have heard Mr. K.B. Lutuf Ali Leghari Advocate and perused the record.

As could be seen from the record this petition seeks performance of some contractual obligations between them and respondents 7 and 9. These contractual obligations cannot be undertaken in proceedings under Article 199 of the Constitution of Islamic Republic of Pakistan. The issue between them infact is performance of agreement to discharge contractual liabilities, possession and standard of work and hence cannot be adjudged in these proceedings. In so far as the ouster clause of Sehwan Development Authority Act is concerned there are Sections 25 and 26; needless to say that the jurisdiction of civil court is barred only in cases where acts done and things performed under the Act whereas the petitioners case is that the actions and acts of the respondents are beyond the frame of ibid Act. Hence on the said proposition the ouster clause would not apply. For the enforcement however, of the contractual obligation and any consequential relief this petition merits no consideration and is accordingly dismissed.

JUDGE

JUDGE