

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI
C. P. No. D-4676 of 2023

| Date | Order with signature of Judge |
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FRESH CASE.

1. For orders on Misc. No.21578/2023.
2. For orders on Misc. No.21579/2023.
3. For orders on Misc. No.21580/2023.
4. For hearing of main case.

28.09.2023.

Mr. Ashir Masood, Advocate for the Petitioner.

YOUSUF ALI SAYEED, J. - The Petitioner was apparently a successful bidder in a Tender floated by the National Highway Authority. He now seeks to impugn a particular Clause in the Contract set to be awarded to him, requiring that Performance Security be furnished in the form of Bank Guarantee of an amount equal to 10% of the Contract Price issued by scheduled bank in Pakistan.

Per learned counsel, in terms of the standard bidding documents formulated by the Pakistan Engineering Council under the aegis of the Executive Committee National Economic Council, a discretion was conferred in upon a successful bidder to either furnish a Bank Guarantee or an Insurance Guarantee. He sought to rely upon an ad-interim Order made under such circumstances by a learned Division Bench of the High Court of Baluchistan in C.P No.107/2023.

Having considered the matter, it transpires that the subject of the Petition is squarely covered by the Judgment rendered by a learned Division Bench of this Court in C. P. No. D-2779/2023 and connected matters, where precisely such a contention was dispelled as those Petitions were dismissed. It is that judgment which is binding upon us in terms of the principle laid down by the Supreme Court in the case reported as Multiline Associates v. Ardeshir Cowasjee and others 1995 SCMR 362. As such, the case of the Petitioner is found to be misconceived, and while granting the application for urgency, we accordingly dismiss the Petition *in limine*, along with the other miscellaneous applications.

JUDGE

JUDGE

MUBASHIR