

IN THE HIGH COURT OF SINDH BENCH AT SUKKUR

C.P No.D-486 of 2025

Before;

*Mr. Justice Zulfiqar Ali Sangi;
Mr. Justice Riazat Ali Sahar;*

Petitioner: Mashooque Ali son of Muhammad Nawaz,
through Mr. Alam Sher Khan Bozdar, Advocate

Respondents: Javed Hussain, respondent No.6, through
Mr. Badaruddin Memon, Advocate

The State: Through Mr. Ali Raza Balouch, Additional
Advocate General Sindh

Date of hearing:-24.09.2025

Date of order:-24.09.2025

ORDER

ZULFIQAR ALI SANGI, J.– Through the instant petition, the petitioner seeks suspension of Notification No.CX-(G)/236 of 2024-25, dated 13.03.2025, issued by the Divisional Forest Officer, Sukkur, whereby a three-year fishery contract (20.04.2025 to 30.06.2027) in respect of Sarhad Forest, Compartments Nos.135, 136, 143 and 144, measuring 40.00 acres of Sarhad/Jarwar Range, was awarded to private respondent No.6. The petitioner contends that the grant of such rights is contrary to the judgments of the Hon'ble Supreme Court, as forest land cannot be leased out or put to commercial use, and alleges that the action is tainted with mala fides and detrimental to forestry, biodiversity, and ecological balance.

2. The petitioner prays for (i) suspension of the impugned notification, (ii) a declaration that the subject compartments are reserved exclusively for forestry, and (iii) directions to the respondents to ensure reforestation and preservation of the land.

3. The official respondents, in their written statement, refuted the allegations, asserting that the fishery contract was awarded in accordance with relevant rules and government policies after issuance of public notices. They maintain that the notification pertains only to *fishery rights* in existing water bodies within the forest compartments, which does not amount to lease, alienation, or change of land use, and that ownership of the forest land remains intact.

4. Learned counsel for the petitioner argued that the award of such contracts is in violation of binding directions of the Hon'ble Supreme

Court in *Government of Sindh v. Zahid Ali Marwat* (2017 SCMR 206), *Suo Motu Case No. 16 of 2011 (PLD 2013 SC 401)*, and other environmental cases, wherein it has been held that forest land cannot be leased, allotted, or converted for non-forestry purposes. It is submitted that Sarhad Forest is an ecologically sensitive zone, and granting fishery rights facilitates private control, encourages illegal cutting of trees, and undermines conservation. Reliance is placed on the doctrine of *public trust* (PLD 1994 SC 693, *Shehla Zia v. WAPDA*) to argue that the State is duty-bound to protect forests as part of the citizens' right to life under Articles 9 and 14 of the Constitution.

5. Conversely, learned Additional Advocate General Sindh, assisted by counsel for respondent No.6, argued that the Supreme Court's prohibitions are confined to non-forestry leases such as agriculture, housing, or industrial use. Fishing in natural water bodies, duly regulated under Sindh Forest and Fishery Rules, does not change the nature of forest land. They further contended that the petitioner has no locus standi, as he has not shown any personal legal injury, and general allegations of ecological harm without evidence are insufficient for judicial interference.

6. We have heard the learned counsel for the parties and perused the record with their able assistance.

7. At the outset, it is to be noted that the Hon'ble Supreme Court has repeatedly emphasized that forest lands are national assets held in trust by the State for future generations. In *Suo Motu Case No.16 of 2011 regarding leasing of forest lands* (PLD 2013 SC 401), the Court categorically directed that forest lands cannot be allotted, leased, or otherwise alienated for non-forestry purposes. Similarly, in *Human Rights Case No. 14392 of 2018* (2019 SCMR 460), it was reiterated that protection of forests and biodiversity is an obligation of the State under the public trust doctrine.

8. The petitioner's case rests on the argument that the fishery contract amounts to leasing of forest land, which is prohibited. However, upon examination of the impugned notification and record, it is evident that the arrangement is limited to fishing rights in existing water bodies within the forest compartments. The ownership, possession, and classification of land as *reserved forest* remain unaffected. No material

has been produced to show that the contract permits deforestation, cultivation, construction, or any change in land use.

9. While the petitioner has raised valid concerns about the ecological sensitivity of Sarhad Forest, there is no substantive evidence that granting fishery rights *per se* undermines forest conservation or violates Supreme Court directives. The Apex Court's judgments prohibit alienation of forest land for non-forestry purposes; they do not preclude regulated activities incidental to the management of natural resources within the forest, provided such activities do not compromise ecological integrity.

10. We are also mindful that public interest litigation on environmental matters has been liberally entertained by the superior Courts, even where locus standi is not strictly established. Nevertheless, it is equally settled that vague and unsupported allegations cannot justify striking down a duly notified administrative action carried out under statutory rules.

11. In view of the above, we hold that the impugned notification dated 13.03.2025 does not amount to lease or alienation of forest land, but merely grants regulated fishing rights, which are permissible under applicable laws. The petitioner has failed to establish violation of any binding judgment of the Hon'ble Supreme Court or infringement of constitutional rights.

12. However, keeping in view the paramount importance of protecting forests, biodiversity, and the doctrine of public trust, we direct the official respondents:

- to ensure strict monitoring of the subject compartments during the subsistence of the contract, so that no illegal cutting of trees, encroachment, or non-forestry activity is carried out;
- to periodically report compliance before the Secretary, Forest Department; and
- to take immediate action against any violation.

13. With these observations and directions, the petition stands **dismissed.**

JUDGE

JUDGE

M.Ali*