JUDGMENT SHEET

IN THE ISLAMABAD HIGH COURT, ISLAMABAD

F.A.O NO. 11 OF 2025

M/S KARAMULLAH CONSTRUCTION COMPANY, THROUGH ITS SOLE PROPRIETOR MR. LIAQAT ALI

VS

NATIONAL HIGHWAY AUTHORITY THROUGH ITS CHAIRMAN, ETC.

Appellant by	**:**	**Sahibzada Uzair Hashim, Advocate.**
Respondents by	**:**	**Ms. Raheema Khan Advocate for NHA. Respondent No. 4 is ex-prate.**
Assisted by	**:**	**Ms. Amna Danial Khawaja, Law Clerk.**
Date of hearing	**:**	**26.03.2025**

MUHAMMAD AZAM KHAN, J.

1. Through the instant Appeal, M/S Karamullah Construction Company, through its sole Proprietor Mr. Liaqat Ali **(Appellant/Contractor)** has assailed the Order dated 17.12.2024 **("Impugned Order")** passed by the learned Civil Judge 1st Class, Islamabad-West whereby the request of the Appellant to seek ad-interim injunction was declined.

2. The brief facts of the case in hand are that Respondent No. 1 invited bids of Contract No. RH 2020-21-SN-02 in June 2022 for the Periodic Maintenance Work (Structural Overlay) between Km: 56+000 to Km: 64+000 (M-8) Ratodero Shahdadpur, under Single Stage Two Envelope Bidding Procedure. The Appellant took part in the tender and submitted its bid which was accepted, and the Letter of Acceptance was issued on 10-10-2022. Subsequently, the Contract Agreement **(the "Contract")** was signed between the Appellant and the Respondent No. 1 [National Highway Authority **("Respondent Authority")]** on 16-12-2022 against the contract price worth PKR.187,499,650.98/- (One Hundred Eighty-Seven Million Four Hundred Ninety-Nine Thousand Six Hundred Fifty and Paisa Ninety-Eight only). The Appellant commenced the work on site. However, the Appellant encountered numerous unforeseen challenges, including natural calamities, the worst flood of the year 2022 and severe law-and-order issues, which significantly impeded the pace of work during the initial phases of the project. These challenges, which were entirely

beyond the Appellant's control, have been duly acknowledged and admitted by both the Engineer under the Contract and the Respondent Authority themselves. Initially, while the Appellant was experiencing difficulties in the progress of works due to factors beyond its control, the Engineer and the Respondents failed to properly assess the situation, relevant legal provisions, and contractual stipulations. As a result, the Engineer, acting under Clause 63.1 of the Contract, issued Letter No. CRE-3100/RESZ/PMS/2018-21 dated 11-01-2024, unlawfully and unreasonably certifying the Appellant's default. However, upon further review, both the Engineer and the Respondent Authority, acknowledged their error. The Respondent Authority issued Letter dated 01-03-2024 to the Engineer, explicitly requesting the withdrawal of the Certificate of Default. Furthermore, the Respondent Authority also requested the Engineer to approve an Extension of Time (EOT) for the Appellant to complete the contractual obligations. Resultantly, the Resident Engineer duly withdrew the Certificate of Default and granted an extension of 459 days in accordance with Clause 44.1 (Extension of Time for Completion) of the Contract. This extension covered the period from 29-06-2023 to 30-09-2024 and was communicated through the Engineer's letters dated 15-05-2024 and 11-06-2024. The Respondent Authority, in blatant disregard of the provisions of Clause 63.1 of the Contract, issued a Notice of Termination on 06-09-2024 and thereafter Notice of Taking Over Project Site on 14-10-2024, without obtaining the requisite certification from the Engineer. The Appellant filed the Civil Suit along with Application for interim relief with the prayer to suspend the Notice of Termination and to restrain the Respondent Authority from creating any third-party rights in the Contract. However, the ad-interim injunction was declined by the learned Civil Court vide the Impugned Order. Being aggrieved of the Impugned Order, the Appellant has filed the instant Appeal.

3. The Appellant's counsel argued that the learned Civil Court wrongly assumed that it was bound by Section 56(d) of the Specific Relief Act, 1877 **(“Specific Relief Act”)**, to deny injunctions against unlawful actions, authority excesses, and contractual breaches by government officials; that Section 56(d) only bars injunctions interfering with lawful public duties, not those addressing overreach or contract violations; that Pakistani Courts have consistently ruled that "public duties" exclude unlawful acts and breaches; that precedents confirm that Section 56(d) applies to lawful functions, while contractual defaults are private matters; that in this case, NHA’s contract termination, despite a valid extension and without a

default certificate, was a breach of contract, not a public duty; and that such unauthorized actions fall outside NHA's lawful powers and are not protected under Section 56(d), as per superior Court rulings. In this regard, the learned counsel has relied upon curtain cases cited as 2017 CLC 1632, 2014 PTD 1963, PLD 2002 Karachi 359, PLD 2001 Karachi 30 and PLD 1955 Lahore 88. The learned counsel further argued that the Civil Court overlooked a crucial fact that the Respondent Authority lacked the legal right to terminate the contract without a Certificate of Default from the Engineer, as required by Clause 63.1; that this clause explicitly makes the certificate a prerequisite for termination, while the Appellant disputed the grounds for termination, the core issue was Respondent Authority's lack of authority to terminate the contract without fulfilling this mandatory condition; that the suit was not just about challenging the termination's justification but, more importantly, about contesting Respondent Authority's very right to terminate under these circumstances; that the Civil Court failed to recognize the bad faith exhibited by NHA in terminating the contract; that on 11-01-2024, the Engineer issued a Certificate of Default, which the Appellant contested, in response, the Respondent Authority itself requested its withdrawal on 01-03-2024, citing delays due to adverse weather and security concerns; that the Engineer complied, withdrew the Certificate of Default, and granted an extension till 30-09-2024; that despite this, the Respondent Authority terminated the contract on 06-09-2024, relying on the very Certificate of Default it had sought to withdraw, ignoring the subsequent extension; that this conduct demonstrates the Respondent Authority's *malafide* intentions, as it fraudulently relied on a revoked certificate to undermine the contractual extension; that the Civil Court also failed to acknowledge that all three essential conditions for an injunction were met, First, the Appellant had a *prima facie* case, as the Respondent Authority breached Clause 63.1, which required a valid Certificate of Default for termination—absent in this case; second, irreparable harm was evident, as wrongful termination threatened the Appellant's financial and operational stability; and third, the balance of convenience favored the Appellant, as maintaining the *status quo* would not harm the Respondent Authority, whose actions were purely administrative; and that it is well established principle set by the august Supreme Court that the power vested in a public authority must be exercised fairly, reasonably and in good faith. The learned counsel while relying upon PLD 1987 SC 504 and a Judgment passed by the Divisional Bench of this Court in case titled *"Munda Hydropower Ltd through Habib H. Parach and 2 others"*, cited as 2009 MLD 526,

contended that this Court granted injunction against creation of third-party rights in a contract when the default was not attributable to the Appellant; that the Respondent, a statutory body established by an act of Parliament, is responsible for planning and developing Pakistan's road and highway infrastructure using substantial public funds; that as a trustee of this budget, it must ensure contracts are fair, reasonable, and commercially viable, aligning with Rule 4 of the PPRA Rules, which mandates fairness, transparency, and cost-effectiveness in procurement; that despite acknowledging in official documents and meetings that termination and re-bidding would impose a significant financial burden, the Respondent Authority is proceeding with an unlawful and unauthorized termination, disregarding its duty to ensure value for money. Lastly, the learned counsel prayed that the Impugned Order may be set aside, Termination Notice dated 14.10.2024 may be suspended and Respondents may also be restrained from creating any third-party rights in the Contract during the pendency of the civil suit.

4. On the other hand, the learned counsel on behalf of the Respondents Nos. 1 to 3 argued that the learned Civil Judge has passed a well-reasoned order and rightly declined the request of the Appellant/Contractor for ad-interim injunction. In the last, the learned counsel prayed for the dismissal of instant Appeal as being devoid of merits.

5. I have heard the learned counsel for the parties and have also perused the record with their able assistance.

6. The Appellant/Contractor filed a Suit for Declaration, Permanent and Mandatory Injunction against the Respondents. Along with the plaint, he also filed Application under Order XXXIX, Rule 1 & 2, CPC for restraining the Respondents/Defendants from creating the third party right in the Contract. The learned Trial Court vide the Impugned Order refused to grant ad-interim injunction on the ground that according to Section 56(d) of the Specific Relief Act an injunction cannot be granted to interfere with the public duties of any department of Central Government or any Provincial Government or with the sovereign act of the Foreign Government. The Respondents/Defendants were summoned for 07.02.2025. The Appellant/Contractor and the Respondent Authority entered into an agreement for the Periodic Maintenance Work (Structural Overlay) between Km: 56+000 to Km: 64+000(M-8) Ratodero Shahdadpur. The Contract was awarded to the

Appellant/Contractor on 16.12.2022 against the contract price work PKR.187,499,650.98/- and the completion period, according to the provision of sub-clause 41.1 of General Condition of Contract (GCC), was fixed as 178 days from 05.01.2023, while the DLP will be 365 days from the date of taking over Certificate. The Appellant/Contractor failed to complete the project within the specified time and in this regard, the Respondent No.4/Consultant Engineer issued several letters and reminders to the Appellant/Contractor to complete the project, but despite that the Appellant/Contractor failed to comply with the commitment made in the Contract regarding the completion of work within the agreed time period without delay. For convenience, sub-clause 41.1 of GCC is reproduced hereunder: -

> *"**Commencement of Works** **41.1:** The Contractor shall commence the Works as soon as is reasonably possible after the receipt by him of a notice to this effect from the Engineer, which notice shall be issued within the time stated in the Appendix to fender after the date of the Letter of Acceptance. **Thereafter, the Contractor shall proceed with the Works with due expedition and without delay."** [Emphasis Added]*

7. For ready reference, the Letters/Notices issued to the Appellant/Contractor by the Respondents/Defendants have been formulated in Table Form which is as under: -

Sr. No.	Nature of Letters/Notices	Dates
1.	Award of Contract	19.12.2022
2.	Letter of Commencement of Work	29.12.2022
3.	Intimation regarding mobilization at Site after passing of 38 days after issuance of commencement letter	06-02-2023
4.	Reminder to letter dated 06.02.2023 for mobilization at Site	09-02-2023
5.	Intimation regarding mobilization at Site and to ensure all the safety measures during the execution of work	22-02-2023
6.	Reminder for mobilization at Site	27-02-2023
7.	Intimation regarding mobilization even after lapse of 57 days	02-03-2023
8.	Intimation regarding mobilization at Site	14-03-2023
9.	Intimation regarding mobilization at Site	08-05-2023
10.	Slow progress with deployment of additional resources to complete the work within stipulated time failing which action shall be taken	02-06-2023
11.	Slow progress with deployment of additional resources to complete the work within stipulated time failing which action shall be taken	06-06-2023

12.	Advance notice for termination of contract under condition 63.1(b) (achieved only 4% progress, lagged by 96% even after lapse of 29 days since the time of completion)	01-08-2023
13.	Second advance notice under condition 63.1(b) (achieved only 7% progress, thus, lagging by 93% even after the lapse of 64 days since the time of completion)	05-09-2023
14.	Final advance notice	13-11-2023
15.	Certificate of Default under condition 46.1 read with condition 63.1(b) (94% lagging after a lapse of 371 days)	11-01-2024
16.	Certifying for termination of contract (Page 35 of parawise comments)	28-02-2024
17.	Application by the Appellant stating the reasons for delay + request for extension of time.	Not available on record.
18.	NHA's request for withdrawal of letter certifying the termination of the contract and approval for EOT. (considered the reasons)	01-03-2024
19.	Engineer's response	15-05-2024
20.	EOT recommended by the Engineer from 29-06-2024 till 31-10-2024 (490 days) (13.9% work completed)	11-06-2024
21.	Termination of Contract under condition 63.1(b) by NHA – served a 14 days' notice.	06-09-2024
22.	Termination of employment as Contractor to Condition 63.1(b) GCC Part-I & II	14-10-2024
23.	Valuation on the date of termination (63.2)	15-10-2024
24.	Appellant's application to NHA to review its orders	16-10-2024

8. The Respondent No. 4/Consultant Engineer, time and again, intimated the Appellant/Contractor to mobilize its machinery and start the work without further delays, however, the Appellant/Contractor failed to comply with the same. It is pertinent to mention here that only 13.9% of work was done till 11-06-2024. The Appellant/Contractor was bound under Conditions 44.1, 44.2 and 44.3 of GCC to apply for the extension of time within 28 days, but he failed to do so. For ready reference, Conditions 44.1, 44.2 & 44.3 are reproduced as under: -

> *"**Extension of Time for Completion** **44.1**: In the event of:*
> *(a) the amount or nature of extra or additional work,*
> *(b) any cause of delay referred to in these Conditions,*
> *(c) exceptionally adverse climatic conditions,*
> *(d) any delay, impediment or prevention by the Employer, or*
> *(e) other special circumstances which may occur, other than through a default of or breach of contract by the Contractor or for which he is*

responsible, being such as fairly to entitle the Contractor to an extension of the Time for Completion of the Works, or any Section or part thereof, the Engineer shall, after due consultation with the Employer and the Contractor, determine the amount of such extension and shall notify the Contractor accordingly, with a copy to the Employer.

***Contractor to Provide Notification and Detailed Particulars* 44.2:** *Provided that the Engineer is not bound to make any determination unless the Contractor has*

(a) ***within 28 days after such event has first arisen notified the Engineer with a copy to the Employer**, and*

(b) within 28 days, or such other reasonable time as may be agreed by the Engineer, after such notification submitted to the Engineer detailed particulars of any extension of time to which he may consider himself entitled in order that such submission may be investigated at the time. [Emphasis Added]

***Interim Determination of Extension* 44.3**: *Provided also that where an event has a continuing effect such that it is not practicable for the Contractor to submit detailed particulars within the period of 28 days referred to in Sub-Clause 44.2(b),* ***he shall nevertheless be entitled to an extension of time provided that he has submitted to the Engineer interim particulars at intervals of not more than 28 days and final particulars within 28 days of the end of the effects resulting from the event**. On receipt of such interim particulars, the Engineer shall, without undue delay, make an interim determination of extension of time and, on receipt of the final particulars, the Engineer shall review all the circumstances and shall determine an overall extension of time in regard to the event. In both such cases the Engineer shall make his determination after due consultation with the Employer and the Contractor and shall notify the Contractor of the determination, with a copy to the Employer. No final review shall result in a decrease of any extension of time already determined by the Engineer."[Emphasis Added]*

9. Finally, despite being granted several opportunities to complete the work in accordance with the Contract, the Appellant/Contractor failed to fulfill their obligations, thus, the Appellant/Contractor has no good *prima facie* case, balance of convenience also is not in his favor as the work pertains to repair/maintenance of road, which is used by the general public; and the project has been delayed for almost 2/3 years, causing great hardship to the public at large. It is essential to mention here that the Respondent No. 4/Engineer under Condition 63.1 (b) of GCC, Part I, certified the default on the part of the Appellant/Contractor vide Letter dated 11-01-2024. The Respondent No.4/Engineer, in its Letter, had categorically disclosed the grave consequences due to non-compliance and non-completion of the project; **a)** caused severe inconvenience to the commuters at large, and **b)** created serious dangerous duty/traffic situations, which could lead to accidents. Even after the

certification by the Respondent No. 4/Engineer, the Appellant/Contractor not only failed to respond with reasons, but also did not bother to advance the work in order to promote mobilization. Moreover, vide another Letter dated 28-02-2024 issued by the Respondent No.4/Engineer, the Appellant/Contractor yet again failed to mobilize work despite the lapse of 48 days. The Appellant/Contractor, only after receiving the Letters dated 11-01-2024 and 28-02-2024, moved an application stating the reasons for delays, such as the floods, law and order situation, etc. The Respondent Authority vide Letter dated 01-03-2024 had requested the Respondent No. 4/Engineer to consider the reasons stated by the Appellant/Contractor for delay in mobilization and to withdraw his letter certifying the termination of the contract. It is essential to disclose here that the Application of the Appellant/Contractor, wherein the reasons were stated for delay, has not been made part of the record. The Respondent No. 4/Engineer, however, whilst taking the reasons and request into consideration only **recommended** the extension of time for 490 days in order to expedite the completion of the project, further stating that the contract cannot be prolonged for an indefinite period without any justified reasons. However, these recommendations were not approved by Respondent Authority and the Letter dated 11-01-2024 certifying the termination was never withdrawn. The Appellant/Contractor, instead of sitting idle during this time, should have completed the project and/or at least tried to mobilize the work in order to show his *bona fide* intent, but he failed to do so. Even after lapse of 668 days, the Appellant/Contractor was unable to fulfill the agreed terms and conditions of the Contract, thereby causing extreme loss to the public exchequer as well as the public at large. When the recommendations were finalized by Respondent No. 4/Engineer in consultation with the Respondent Authority and the Appellant/Contractor, the latter was obligated to execute 86.1% of the remaining work. However, the Appellant/Contractor failed to fulfill this obligation, thereby failing to demonstrate bona fide intent before the Court.

10. The subsequent termination Letters dated 06-09-2024 and 14-10-2024 issued by Respondent Authority are in accordance with the law and the larger interest of the public. Therefore, keeping in view the Appellant/Contractor's past and present conduct, which indicates a casual and non-serious attitude towards the project involving public benefit, this Court is not inclined to grant injunction whereby hindrances would be created in the ongoing development work of the area

concerned. These public welfare projects, after having been put in operation, give rise to legitimate expectations, which cannot be allowed to be frustrated. Once projects are approved and set in motion, must be brought to completion, otherwise, the substantial expenditure already incurred, amounting to millions, would go to waste.

11. In case titled *Muhammad Tahir Jamal, Advocate Vs. Government of the Punjab and others,* (**PLD 2020 Lahore 407)**, the Lahore High Court held that providing an appropriate safe passage to travel throughout the country is a responsibility shouldered upon the state, and the Respondent Authority, created under the National Highway Authority Act, 1991, is bound to carry out its work mandated under the law. The Respondent Authority was established for the very purpose of planning, development, operation, and maintenance of the National Highways and strategic roads to provide safe, time efficient, and better road facilities of international standards to travelers/commuters/passengers. Therefore, the Respondent Authority is the custodian of the Highway assets of Pakistan's road network and is committed to providing a safe, modern, and efficient transportation system. It is a fundamental right of the commuters under Article 15 of the Constitution of the Islamic Republic of Pakistan, 1973 to freely exercise their right of movement in an efficient manner. If projects contracted for by the public functionaries with private corporations, for the purpose of maintaining the highways, are not fulfilled in due time, the public functionaries must remain firm in advancing the very purpose of the contract with a view to developing, maintaining and planning the highways in accordance with the law in *stricto sensu*.

12. Keeping in view the above and under GCC, Part I of the Contract, specifically Condition 39.1 read with Condition 63.1, it becomes ostensibly clear that in case of default on part of the Appellant/Contractor, the Respondent Authority is authorized and entitled to employ and pay other persons to carry out the same in order to advance mobilization of the project within a reasonable time. The Respondent Authority may itself complete the work or may employ any other contractor to complete the same. Hence, the Respondent Authority is not restricted under the Contract from creating third-party rights. Even the 3rd ingredient of the temporary injunction, which is irreparable loss, also goes against the Appellant/Contractor as monitory loss is not considered as an irreparable loss.

13. Furthermore, the Contract between the Appellant/Contractor and the Respondent Authority carries different modes of settlement of disputes enumerated in GCC, Part-I, Conditions 67.1, 67.2 & 67.3. Moreover, in case titled *Raja Imran Akhtar Vs. National Highway Authority and others,* **(2019 CLC 1189)**, this Court held as under: -

> *"it is well-settled that when an alternative and equally efficacious remedy is open to a litigant, he should be required to pursue that remedy. It is also well settled that where there exists an arbitration agreement, the parties are required to get their disputes arising out of the contract adjudicated by the domestic forum created by them."*

14. The Respondents/Defendants have rightly contended that the presence of an arbitration clause in the Contract between the Respondent Authority and the Appellant/Contractor precludes adjudication by this Court and instead directs the parties toward resolution through arbitration. In the instant case, various dispute resolution mechanisms, as provided under the contract, are of wide amplitude. I am of the view that all contentions raised by the Appellant/Contractor herein can also be raised before the Arbitrator and /or other dispute resolution forums, if so advised. The Appellant/Contractor is at liberty to get the disputes and differences, arising from and related to the Contract, resolved in accordance with the dispute resolution mechanisms set out in GCC, Part-I, Conditions 67.1, 67.2 & 67.3. If in the event, the Appellant/Contractor invokes any of these conditions, the Respondent Authority, Respondent No. 4/Engineer, and/or the Arbitrator, in adjudicating upon the disputes shall remain uninfluenced by the observations contained in this judgment.

15. Under Section 56(d) of the Specific Relief Act, there is bar to issue injunction and interfering with the public duties of any Department of the Government. Reliance is placed on the Judgment of the apex Court in the case of *Regional Commissioner of Income-Tax Corporate Region, Karachi and 2 others…Vs…Shafi Muhammad Baloch* reported as **1998 SCMR 376**, wherein it has been held as under: -

> *"7. In the case of Shahzada Muhammad Umar Beg v. Sultan Mahmood Khan and another (PLD 1970 SC 139), which was a promotion case, a Full' Bench of this Court had enunciated the law that under clause (d) of section 56 of the Specific Relief Act, (I of 1877) which prohibits the grant of an injunction which interferes with the public duties of any Department of the Central Government or the Provincial Government*

> *should not generally be issued. In the precedent case also the appellant therein had been reverted by an order, dated 18-11-1965 whereas he had instituted a suit on 20-11-1965, two days thereafter. It was, therefore, held that under Order XXXIX, rule 1 of the C.P.C., status quo can be maintained between the parties in accordance with the situation as it obtains at the time of the institution of the suit and not to a point of time prior thereto. In the instant case in the revision filed in the High Court, the learned Single Judge with all respect has unfortunately disposed of the matter summarily deciding it in favour of the respondent because he had agreed with the two Courts below without having recourse to section 56(d) of the Specific Relief Act (I of 1877) which placed an embargo on the powers of the Court in granting temporary injunctions against Government departments without resort being had to the other weighty and relevant considerations in the grant or refusal of a temporary injunction."*

16. According to the learned Counsel for the Appellant/Contractor, Section 56(d) only bars injunctions interfering with lawful public duties, not those addressing overreach or contract violations. He further contended that Section 56(d) applies only to lawful functions, while contractual defaults are private matters; that in this case, the Respondent Authority's contract termination, despite a valid extension and without a default certificate, was a breach of contract, not a public duty. It indeed holds truth that the State or its instrumentality, when engaged in contracts, has a duty to act fairly, reasonably and in the public interest, and a breach of that duty would be amenable to examination by the High Court. The Contract *inter se* the parties was to carry out a public duty, i.e., to maintain and develop the road for the public benefit by using the funds from the public exchequer. A public duty is one in the discharge of which the public i.e., the community at large is interested, as affecting their legal rights and liabilities. Of course, public or community does not necessarily or always mean all the citizens of the Country or the State, but may also refer to a defined class of citizens.

17. In *St. Mary's Education Society v. Rajendra Prasad Bhargava,* (2023) 4 SCC 498, the august Supreme Court of India summed up the conclusions as follows: -

> *"The "public duty" may be either statutory or otherwise and where it is otherwise, the body or the person must be shown to owe that duty or obligation to the public involving the public law element. Similarly, for ascertaining the discharge of public function, it must be established that the body or the person was seeking to achieve the*

same for the collective benefit of the public or a section of it and the authority to do so must be accepted by the public."

18. In a book on Judicial Review of Administrative Action (5th Edn.) by de Smith, Woolf & Jowell in Chapter 3, para 0.24, it is stated that:

"A body is performing a 'public function' when it seeks to achieve some collective benefit for the public or a section of the public and is accepted by the public or that section of the public as having authority to do so. Bodies therefore exercise public functions when they intervene or participate in social or economic affairs in the public interest. For instance, a body is performing a public function when it provides 'public goods' or other collective services, such as health care, education and personal social services, from funds raised by taxation. A body may perform public functions in the form of adjudicatory services (such as those of the criminal and civil courts and tribunal system). They also do so if they regulate commercial and professional activities to ensure compliance with proper standards."

19. Keeping in view the above rationale, the Respondent Authority functions as the backbone of Pakistan's transportation system, play an important role in the development of micro and macro economy, and also enhance the national integration by increasing the social and economic dependence between the provinces and neighboring countries. The Respondent Authority, in furtherance of public benefit and welfare, contracted with the Appellant/Contractor for the Periodic Maintenance Work (Structural Overlay) between Km: 56+000 to KM 64+000 (M-8) Ratodero Shahdadpur. As the Letters dated 11-01-2024 and 28-02-2024 were never withdrawn, and approval was never granted to the Respondent No. 4/Engineer's recommendations dated 11-06-2024 as per the contractual conditions agreed upon, the subsequent termination Letters dated 06-09-2024 and 14-10-2024 issued by the Respondent Authority have been issued in accordance with the law. It is also to be noted here that the Appellant/Contractor had initially failed to disclose to Respondent No. 4/Engineer and/or the Respondent Authority the reasons for non-mobilization and slow progress of the work within the stipulated time mentioned in Conditions 44.2 and 44.3 of Part I of GCC. The Appellant/Contractor, only after receiving the Letters dated 11-01-2024 and 28-02-2024, moved an application to the Respondent Authority, stating the reasons for delays, such as the floods, law and order situation, etc. In Letter dated 16-10-2024, the Appellant/Contractor failed to justify his failure for non-compliance of the terms and conditions of the Contract, rather he tried putting the

blame on the Respondent Authority for not approving the recommendations, even though he had an ample amount of time to complete the project within 490 days. The deliberate failure on part of the Appellant/Contractor cannot assist him in obtaining an injunction against the Respondent Authority, especially when the project involved larger public welfare. Therefore, in light of the above observations, the learned counsel for the Appellant/Contractor could not point out any error of law in the Impugned Order, wherein the injunction was rightly denied under Section 56(d) of the Specific Relief Act.

20. For the foregoing reasons, this Court is of the considered view that the learned Trial Court has rightly declined to issue an ad-interim injunction in favour of the Appellant/Contractor against the Respondents/Defendants. Resultantly, the instant appeal being devoid of any merit is hereby ***dismissed.***

(MUHAMMAD AZAM KHAN)
JUDGE

Announced in the open court on this 16th day of April, 2025.

JUDGE

Sajid/--

Approved for Reporting
Blue Slip added.