JUDGMENT SHEET

IN THE ISLAMABAD HIGH COURT,
ISLAMABAD

WRIT PETITION NO.1561 OF 2025

SAVE OUR SOCIETY (SOS FOUNDATION) OF PAKISTAN

VS.

PAKISTAN BROADCASTING FOUNDATION, ETC

Petitioner by	**:**	**Mr. Farooq H. Naek and Mr. Muhammad Waseem Abro, Advocates.**
Respondents by	**:**	**Mr. Muhammad Nazir Jawad Advocate, for Respondents No.1 & 2.** **Barrister M. Saad Buttar and Mr. Tahir Hussain Anchan Advocates, for Respondent No.3.** **Dr. Nasir Khan, Chief Custom, Federal Board of Revenue.** **Mr. Saeed Ahmed Shaikh, D.G Pakistan Broadcasting Corporation.**
Date of hearing	**:**	**16.07.2025**

MUHAMMAD AZAM KHAN, J.

1. Through the instant Writ Petition filed under Article 199 of the Constitution of the Islamic Republic of Pakistan, 1973 (**"Constitution"**), the Petitioner has prayed for the following: -

i. Declare that the second Agreement dated 07.03.2025 signed between the Respondent No.1 and the Respondent No.3 is illegal, unlawful without lawful authority, and null and void ab initio, and as a consequential relief, set aside the same.

ii. Direct the Respondent No.1 not to act upon on the Second Agreement dated 07.03.2025 signed between the Respondent No.1 and the Respondent No.3 during the validity and existence of the Joint Venture Agreement dated 01.06.2023 signed between the Petitioner and the Respondent No.1 of ten (10) years from 01.06.2023 to 30.06.2033 and the Petitioner paid/invested in millions in the light of 10 Years JV Agreement and the second agreement of the same leased premises cannot be made without it until 1st leased agreement expires, hence liable to be set aside.

iii. Suspend the operation of the second Agreement dated 07.03.2025, signed between the Respondent No.1 and the Respondent No.3.

iv. Restrain the Respondents, their officers, employees, and/or anyone else acting or claiming through or under them from interfering with the lawful business activities of the Petitioner, in any manner whatsoever.

2. The brief facts of the case are that the Petitioner Save Our Society (SOS) Foundation (**"Petitioner"**) and Pakistan Broadcasting Foundation (**"Respondent No. 1"**) entered into a Joint Venture Agreement dated 01.06.2023 (hereinafter referred to as the **"JV Agreement"**) on a revenue-sharing basis. The stated objective of the JV Agreement was to support and enhance the educational and skill development needs of the Pakistan Broadcasting Corporation (**PBC**), in alignment with its mission and vision and in accordance with contemporary trends in digital media advancement. Pursuant to the JV Agreement, Respondent No. 1 allotted **25** kanals of land, comprising four main blocks/halls, to the Petitioner. The JV Agreement was initially executed for a term of ten (10) years, commencing from 01.06.2023 and ending on 30.06.2033. The Petitioner contends that it made substantial monthly payments to Respondent No. 1, amounting to several million rupees, inclusive of applicable taxes. Furthermore, the Petitioner claims to have invested over PKR 60 million towards the renovation and reconstruction of the premises, in accordance with Clause 15.2 of the JV Agreement, and paid an additional PKR 50 million as a security deposit. The Petitioner also asserts that it made further significant investments in establishing the National University for Security Sciences (**NUSS**) at the site. However, the JV Agreement was terminated by Respondent No. 1 on 30.12.2024 on the grounds of default by the Petitioner, specifically the failure to fulfill financial obligations for more than six (6) months. Despite repeated reminders and attempts to amicably resolve the matter, the Petitioner allegedly failed to respond or take corrective action. Consequently, on the request of Respondent No. 1, and with the assistance of the District Administration and local police, possession of the entire premises was taken over by Respondent No. 1 on 03.03.2025, in the presence of the management of the Petitioner Foundation. Subsequently, on 07.03.2025, Respondent No. 1 entered into a lease agreement with Respondent No. 3, and possession of the entire premises, including all built

structures and vacant areas, was formally handed over to Respondent No. 3. Being aggrieved by these actions, the Petitioner has filed the instant Writ Petition.

3. The learned counsel for the Petitioner argued that Respondent No. 1's actions constitute a clear violation of the JV Agreement, which was valid for a period of 10 years as per Clause 10. The Respondent unlawfully dispossessed the Petitioner from one of the four blocks, specifically the administrative block, without serving the mandatory 60-day prior notice required under Clause 12.1(a) of the Agreement. This block contains critical materials, including cheque books, company stamps, payroll and attendance records, which have resulted in the Petitioner being unable to pay employees' salaries, causing undue hardship to over 100 female staff members and disrupting the education of more than 1,000 students. It was further contended that the Respondent terminated the JV Agreement without justification and failed to reimburse the Petitioner for substantial investments in building infrastructure, in violation of the contractual obligations. These acts are alleged to be *mala fide* and intended to frustrate the Petitioner's lawful operations. The learned counsel emphasized that the Agreement mandates dispute resolution through amicable negotiation, and failing that, arbitration under the Arbitration Act, 1940, to be conducted in Islamabad by a panel of three members, one nominated by each party and a Chair appointed by the DG PBC and Secretary General of the SOS Foundation. It was also agreed under the JV Agreement that, regardless of any dispute, operations and revenue sharing were to continue uninterrupted.

4. The learned counsel for the Respondents No. 1 & 2 argued that the Petition is not maintainable as the Petitioner has already filed a civil suit with the same cause of action and parties before the Civil Court, Islamabad-West, which remains pending, and this material fact was concealed from the Court. The Petitioner failed to fulfill obligations under the JV Agreement, leaving an outstanding amount of Rs. 511,110,023/-, for which the Respondents have filed a recovery suit. Two cheques of Rs. 10,000,000/- each issued by the Petitioner were dishonoured. The JV Agreement falsely claimed that the SOS Foundation had obtained a charter for NUSS, amounting to misrepresentation. The Agreement was terminated on 30.12.2024, with directions to the Petitioner to nominate a handover committee, which was not complied with. Consequently,

possession of the building was taken over by the Respondents on 03.03.2025 with the help of local authorities. Thereafter, a lease agreement was executed with Respondent No. 3 on 07.03.2025, who is now in possession and utilizing the premises. Hence, the Constitutional petition is liable to be dismissed due to availability of alternate remedy and suppression of facts.

5. The learned counsel for Respondent No. 3 submitted that the Petitioner has approached this Court with unclean hands, having concealed the fact that a civil suit on the same subject matter is pending before the Civil Court, Islamabad-West, where a stay has already been granted on 07.03.2025. The false verification certificate amounts to a deliberate attempt to mislead the Court, rendering this Petition liable to dismissal. Reliance is placed on 2025 PLC (C.S.) 36. The Constitutional jurisdiction under Article 199 is discretionary and equitable, and governed by the maxim "he who seeks equity must come with clean hands." Reliance is placed on 2018 CLC 1999. Interference in civil proceedings through writ jurisdiction defeats the purpose of such equitable relief. Reliance is placed on 2006 SCMR 488. It is well settled that writ jurisdiction is not available to a party who has suppressed material facts. Reliance is placed on 1969 SCMR 141, 2025 PLC (C.S.) 36, 2016 CLC 896, PLD 1968 Lahore 258, PLD 2001 Karachi 60, 2004 CLC 324, 2005 YLR 171, 2006 CLC 40, 2006 MLD 148, 2003 MLD 1543, 2024 YLR 982, and 2023 MLD 1611. The Petitioner cannot simultaneously pursue remedies before two fora on the same cause of action, nor can Constitutional jurisdiction be invoked for contractual disputes. The Lease Agreement, arising from the JV Agreement under challenge in the civil suit, could have been challenged via amendment therein. Thus, the instant Petition is barred by *res judicata*. The Petitioner's attempt to enforce the arbitration clause via writ petition is also misconceived, as the correct remedy lies under Section 20 of the Arbitration Act, 1940 before the Civil Court. Having already submitted to the Civil Court's jurisdiction by filing a suit, the Petitioner waived their right to arbitration. Reliance is placed on PLD 1986 Karachi 1 and PLD 1986 Karachi 11. Moreover, this Petition seeks enforcement of a contract allegedly breached by Respondent No. 1. It is well settled that disputed facts, breach of contract, and claims for damages are triable only in civil jurisdiction and not maintainable in writ. The Respondent No. 1, being the lawful owner, terminated the contract

after the Petitioner remained in default for over six months. The only remedy, if any, lies in a damages suit, which is already pending adjudication. Possession of the suit premises was lawfully taken over on 03.03.2025 by local authorities. The Respondent No. 1 thereafter executed a Lease Agreement with Respondent No. 3 on 07.03.2025, who paid advance rent and took possession. The Respondent No. 3 has since shifted its offices, made significant renovations, and is fully utilizing the premises. Therefore, an irrevocable right now exists in Respondent No. 3's favor, which cannot be defeated by a frivolous Constitutional petition.

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

7. The Petitioner, being a juristic person, has challenged the cancellation of the JV Agreement, which was entered into between the Petitioner and the Respondent No. 1 for a period of 10 years, on the ground of non-payment of dues to the tune of Rs. 511,110,023/-, despite several notices. The cheques which were handed over to the Respondent No. 1 by the Petitioner were also dishonored, and ultimately, the Petitioner was dispossessed. The Respondent No. 1 entered into a new agreement with Respondent No. 3 and handed over the peaceful possession of the premises on 07.03.2025, and they have started working there.

8. The Petitioner filed a civil suit regarding the same matter in issue before the Court of the Civil Judge, and the Respondent No. 1 has also filed a recovery suit against the Petitioner, and both suits are still pending. The Petitioner has concealed this fact from this Court in the instant Writ Petition, and it came into the knowledge of this Court through the Respondents in their reply. The matter between the parties is regarding a contractual obligation, for which Civil Courts are competent to adjudicate between the parties. This Court, while exercising writ jurisdiction under Article 199 of the Constitution, is not competent to adjudicate upon such matters. Even otherwise, writ jurisdiction can be invoked only when there is no efficacious and adequate remedy available. Perusal of the JV Agreement reveals that there is an arbitration clause in which the Petitioner and Respondent No. 1 can invoke arbitration under Clause 26(a**)** regarding the Petitioner's claim of spending a huge amount

in renovation and reconstruction of premises, under the law. The parties have already approached the competent Court of law; hence, the instant Writ Petition is **dismissed** as being misconceived.

(MUHAMMAD AZAM KHAN)
JUDGE

Announced in the open Court on this _____ day of July 2025.

JUDGE

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