ORDER SHEET
IN THE ISLAMABAD HIGH COURT, ISLAMABAD
JUDICIAL DEPARTMENT

W.P. NO: 1748/2014

SHAHID & COMPANY VS CDA, ETC

Serial No. of order of proceeding.	Date or order of proceedings	Order with signatures of judge, and that of parties or counsel, where necessary.
1	2	3

16.4.2014 Mr.Muhammad Amin Farooqi, Advocate.

The case of the petitioner is that his firm is registered with the respondent Authority and the respondents called tenders for execution of work for providing/installation of Security equipment i.e Cellular phone jammers, baggage scanner and walk through Gates for installation at Faisal Masjid, Islamabad. After successful tender process he was awarded the contract being the lowest bidder.

According to agreement, the petitioner completed the entire project and handed over the same to the respondents. Afterwards, the work was duly verified by concerned functionaries of the respondents.

Learned counsel submits that the petitioner completed all the work according to specifications given in the contract and to the satisfaction of the respondents who have no right or authority to withhold the payment, therefore, this act of the respondents is discriminatory, with the object of causing damage to him for some illegal benefits. The learned counsel referred case laws " Zia Brothers .vs. Secretary of Purchase Committee" [12007 CLC 1181], "Messrs Airport Support Services. Vs. The Airport Manager, Quaid-e-Azam International Airport, Karachi etc "[1998 SCMR 2268 and "Messrs Wak Orient Power & Light Limited through Chief Executive, Lahore" [1998 CLC 1178] where it is held that "Remedy of Constitutional Petition would be permitted to be restored in cases involving contract between private persons and State/statutory functionary for such remedy was considered to be more efficacious and speedy remedy as compared to civil suit or arbitration proceedings."

Heard & record perused.

The petitioner prays for a direction against the respondent-CDA to make payments to the petitioner for the work done/equipments provided pursuant to a contract which cannot be adjudicated upon under constitutional jurisdiction due to having factual as well as financial controversies. The proper course for the petitioner would be to invoke the penal clause of the contract in question, if any or to move the Court of preliminary jurisdiction for the recovery of amount claimed. The case laws relied upon do not extend any help to the petitioner due to having distinct facts and circumstances as in the case in hand there is no allegation of breach of contract by the respondent-authority.

In view of above, the petition being meritless is, dismissed in limine.

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(CHIEF JUSTICE)

Saeed Akhtar
16.4.2014