

**IN THE HONOURABLE HIGH COURT OF SINDH AT KARACHI
(CONSTITUTIONAL JURISDICTION)**

Constitution Petition No. 2592 of 2017

1. Fahim Zaman Khan,
Son of Sultan Zaman Khan,
Muslim, Adult,
Resident of 73, Khayaban-e-Ghazi,
Phase-6, DHA,
Karachi

2. Karamat Ali,
Son of (Late) Amanat Ali,
Muslim, Adult,
Resident/office at 143-A, Sector X-5,
Gulshan-e-Maymar,
Karachi-75340

3. Nazim Fida Hussain Haji
Son of Fida Hussain Haji,
Muslim, Adult,
Resident of House No. A-21/2-A,
KDA Scheme 1A Extension,
Stadium Road,
Karachi

4. Amna Iqbal,
Daughter of Muhammad Iqbal,
Muslim, Adult,
Resident of House No.43,
K.M.C.H.S.,
Block 7/8, Karachi

5. Pakistan Institute of Labour
Education & Research,
Registered as an Association under Section 42,
Companies Ordinance, 1984,
Through its authorized person,
Having its registered office at PILER Centre,
ST-001, Sector X, Sub-Sector V,
Gulshan-e-Maymar,
Karachi-75340

6. Workers Education and Research Organization (WERO),
 An Agency registered under the Voluntary Social Welfare Agencies (Registration & Control) Ordinance, 1961,
 Through its authorized person
 Having its registered office at
 D-1, First Floor, West Land, Trade Centre,
 K.U.C.H.S., Block 7/8, Near Baloch Colony,
 Shaheed-e-Millat Road,
 Karachi.....

Petitioners

Versus

1. Federation of Pakistan,
 Through Secretary,
 Ministry of Interior,
 Islamabad.
2. Province of Sindh
 Through the Chief Secretary,
 Government of Sindh,
 Sindh Secretariat,
 Karachi
3. Province of Sindh
 Through the Chief Secretary,
 Local Government and
 Housing Town Planning Department,
 Government of Sindh,
 Sindh Secretariat,
 Karachi
4. Karachi Metropolitan Corporation (K.M.C)
 Through its Mayor,
 Having its principal office at
 Civic Centre,
 Gulshan-e-Iqbal, Karachi
5. The Director General,
 Parks & Horticulture,
 Karachi Metropolitan Corporation,
 Having its principal office at
 Civic Centre,
 Gulshan-e-Iqbal,
 Karachi
6. The Director General,
 Federal Investigating Agency (FIA)
 An Authority established under the
 Federal Investigating Agency Act, 1974,
 FIA Head Quarters, G-9/4,
 Islamabad

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7. Bahria Town (Pvt) Limited,
Through its Chief Executive,
Having office at Plot No. 5,
Near Abdullah Shah Ghazi Mazar
Shahrah-e-Firdousi, Block-4
Clifton, Karachi.....Respondents

**CONSTITUTIONAL PETITION UNDER ARTICLE 199 OF THE
CONSTITUTION OF THE ISLAMIC REPUBLIC OF PAKISTAN, 1973**

It is most respectfully and most humbly submitted on behalf of the abovenamed Petitioners as under:

1. That the present Petition is a public interest Petition filed by public spirited individuals/organizations engaged in social activism. It is submitted that the subject matter of this present Petition is the Notification dated: 30th March, 2017, [hereinafter referred to the 'Impugned Notification'], purportedly issued in pursuance of the Notification dated: 21st November, 2016, through which "Bagh-e-Ibne Qasim" [hereinafter referred to the 'Ibne Qasim Park'] along with the Aquarium situated at Clifton, Karachi has been taken over by the Respondent No.3 ['Local Government Department'] from Respondent No.4 ['K.M.C'] and handed over to Respondent No.7 ['Bahria Town Private Limited'] for purportedly, 'adoption' as per Agreement dated: 30th March, 2017, [hereinafter referred to the 'Impugned Agreement'] which is an illegal and malafide action of the Respondents No.3 & 4. The present Petition will also establish the illegal and malafide acts of the Respondents No.3 in grabbing a number of prime parks in the city of Karachi from Respondent No.4 for various commercial and other purposes.

A copy of the Notification dated: 30th March, 2017, Notification dated: 21st November, 2016, and Agreement dated: 30.03.2017, Letter dated: 30.03.2017 is annexed and marked as Annex 'A' to 'A-3'.

2. That the Petitioners No.1 to No.4, are known individuals, activists and residents of Karachi and the Petitioners No.5 and No.6 are known Non-Governmental Organizations based in Karachi which are involved in various struggles for the enforcement of the fundamental rights of the people of Pakistan. The Petitioner No.1 is a former Administrator of Respondent No.4 ['KMC'] who has worked over the years to protect the heritage of Karachi and its culture. The Petitioner No.2, in his individual capacity, as well as being the Executive Director of Pakistan Institute of Labour Education and Research, is engaged in numerous social and welfare activities, which include, but are not limited to, the enforcement of the rights of labourers and workers, as evident from his immense contribution towards, inter alia, fighting for the rights of the 2012 Baldia Factory Fire Victims. The Petitioner No.3 has also, in his individual capacity, as well as through the platform of various forums and organizations, i.e. Citizens Police Liaison Committee (CPLC), The Cancer Foundation, Sahil Welfare Association and Karachi Relief Trust has engaged himself in numerous social and welfare activities on voluntary basis. His main contribution, amongst many, was the formation of CPLC to act as a bridge between the citizens and the law enforcement agencies (LEAs), particularly at a time when the morale of the LEAs and the citizens was at an all-time low due to the precarious law and order situation in Karachi, for which he was awarded Sitara-e- Shujaat in 1993. The Petitioner No.4 is an artist and commercial designer for whom the park was once a source for her inspiration where she spent lots of her time. The Petitioner No.5 has fought for the rights of the victims of, inter alia, 2012 Baldia Factory Fire tragedy and had filed CP No.3318 of 2012 ['PILER and Others Versus Federation of Pakistan and Others'] and CP No.295 of 2013 ['PILER and Others Versus SBCA and Others'] before this Honourable Court in relation to the above tragedy. The Petitioner No.5 had also filed CP No.1181 of 2014 ['PILER and Others Versus Federation of Pakistan and Others'] before this Honourable Court regarding the deaths caused in Tharparkar due to, inter alia, drought and negligence of Federation and Province. The Petitioner No.6 aims to make

continuous effort for the welfare of workers and rights of education for the under privileged classes, particularly labour, by devising policies and practices that could ensure easy access to education with low financial constraints.

A copy of the Certificate of Incorporation and Board Resolutions of Petitioners No.5 (PILER) and No.6 (WERO) is annexed and marked as Annex 'B' to 'B-3'.

3. That the Ibne Qasim Park is Karachi's largest park located near the Clifton beach, within KDA Scheme No.5 and covers 130 acres of land and visited by over 10 million people each year. The Park has a turtle pond, murals of dinosaurs, 20 stone canopies and a large rose garden. It overlooks the 90 meter Fountain of Karachi Port Trust (KPT). Through Notification dated: 19-05-1994 issued by the Respondent No.3, parks of KDA Scheme No.5, Kehkashan, Clifton, Karachi, had been transferred from Karachi Development Authority (K.D.A.) to Respondent No.4 ['K.M.C'] as per the Memorandum of Settlement and accordingly, the aforementioned Park had been under the administrative control of K.M.C. The Ibne Qasim Park was opened to public in February, 2007 and the then city government spent Rs.500 Million to complete the massive structure along the seashore. Needless to mention, the Ibne Qasim Park is in fact the collective property of the citizens of Karachi, especially those of KDA Scheme No.5 as they are the ones who pay taxes for its development and upkeep.

A copy of the Notification dated: 19.05.1994 is annexed and marked as Annex 'C'.

4. That on 16th March, 2016, the Respondent No.5 ['DG, Parks & Horticulture, KMC'] had handed over the contract to Respondent No.7 ['Bahria Town'] for the maintenance of Ibne Qasim Park to be completed within one year for a sanctioned amount of Rs.1,73,25,000/- [Rupees One Crore Seventy Three Lacs and Twenty Five Thousand Only]. Despite such a huge amount invested for the purposes of maintenance of the said Park, it had been observed that the condition of the Park had deteriorated and became worse in this span of one year and no

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maintenance had been carried out. This can be clearly observed from the comparative Satellite images of the Park for the year 2010, 2016 and 2017. Reportedly, the deterioration of the Park is due to the fact that the Respondent No.7 ['Bahria Town'] had intentionally accepted the aforementioned contract for maintenance for laying down sewerage lines through the land of the Park for the 'Bahria Icon Tower' Building which is being constructed adjacent to the Ibne Qasim Park. This particular fact has also been confirmed by the Deputy Director, Parks and Horticulture Department. Accordingly, the following is important to observe:

- a. Firstly, the Respondent No.7, in collusion with Respondents No.3 and No.4, had laid down the foundation for grabbing Ibne Qasim Park a year before it was illegally formalized through the Impugned Notification and Impugned Agreement.
- b. Secondly, the only purpose of obtaining maintenance contract of a huge sanctioned amount of Rs.1,73,25,000/- was to grab and take over the Ibne Qasim Park to utilize it for various commercial purposes that would in turn provide benefit and utility to the Bahria Icon Tower.
- c. Thirdly, the maintenance Contract was given by the Respondent No.5 ['DG, Parks & Horticulture, KMC'] to Respondent No.7 on 16th March, 2016, but the Respondent No.4 [K.M.C] and Respondent No.5 ['DG, Parks & Horticulture, KMC'] had failed to ensure that the maintenance work is essentially carried out by the Respondent No.7 which reflects that the Respondent No.4 and No.5 are acting in collusion with the Respondent No.7.
- d. Fourthly, according to KMC official records and physical condition of the 'park' it is amply clear that Respondent No.7 ['Bahria Town'] never attempted to maintain the park. However there has been no attempt by KMC to apply the penalties of Rs. 1000/day and/or cancel the tender for having failed to carry out the maintenance of the Ibne Qasim Park;

- e. Fifthly, the Respondent No.7 is accountable for providing details on for what purpose the aforementioned sanctioned amount Rs.1,73,25,000/- had been utilized as it is public money and any loss of such amount is loss to public exchequer.
- f. Sixthly, the Petitioners have been informed that the Respondent No.7 ['Bahria Town'] had further intended to use the Ibne Qasim Park for establishing parking facilities to facilitate the usage of Bahria Icon Tower and it was for this purpose that the Impugned Notification and the Impugned Agreement were passed and signed.

The Mayor on behalf of Respondent No.4 ['KMC'] admitted in a television show that Respondent No.7 ['Bahria'] has removed the gates installed by KMC at the Park entrance near Bahria Icon Tower and encroached upon 4000 square yards of nearby land. In addition to the earlier destruction of three out of four historical columns of Jehangir Kothari Parade, while laying the sewage lines for its 'Bahria Icon Tower', Respondent No.7 ['Bahria Town'] has dug-up and destroyed large parts of the promenade (waterfront elevated sandstone public walkway) built with Red Jodhpur-stone. This promenade pier and pavilion was constructed in 1919 at a cost of approximately British-Indian Rs.300,000/- on land bequeathed or donated by Seth Jehangir Hormusji Kothari to the city of Karachi. The pavilion structure was inaugurated by Lady Lloyd on 5 January, 1920 while the pier was inaugurated on 21 March, 1921. The Respondent No.7 ['Bahria Town'] has also dug-up, without any lawful authority across the entire expense of Ibne Qasim Park to lay thousand-meter long sewage pipelines to connect 'Icon Tower' situated at the north-east edge with the sump located at the south-western edge of the Park.

A copy of the Letters of Respondent No.5 ['DG, Parks & Horticulture, KMC'], both dated: 16th March, 2016 and 17th March, 2016, Satellite images and News Clippings and Photographs is unannexed and marked as Annex 'D' to 'D-14'.

5. That as stated above, the Respondent No.3 has illegally entered into the aforementioned Impugned Agreement with Respondent No.7 ['Bahira Town'] on the alleged pretext for 'adoption', when in fact the entire purpose of the Impugned Notification and the Impugned Agreement is to illegally and malafidely provide benefit to Respondent No.7 ['Bahira Town'] to facilitate the Bahria Icon Tower for various commercial uses and to further legitimize the sewerage lines already laid for 'Bahria Icon Tower'. As can be observed from the Impugned Notification dated: 30th March, 2017, the Impugned Notification and the Impugned Agreement were signed on the same day. Accordingly, the taking over of the Ibne Qasim Park by the Respondent No.3 ['Local Government'] and handing over the same to Respondent No.7 ['Bahria Town'] were malafidely expedited in order to avoid the due process of issuance public notice and to avoid objections and/or expressions of interest from the general public. Furthermore, the Impugned Notification provides that the Ibne Qasim Park has been handed over to Respondent No.7 for 'adoption'. However, in respect of the said Impugned Notification, the following is important to observe:

- a. Without prejudice to the contention that the Impugned Notification and Notification dated: 21st November, 2016 [Annex 'A-1'] are illegal, malafide, ultra vires of the powers conferred upon Respondent No.3 ['Local Government'] and of no legal effect, it is submitted that firstly, the Impugned Notification had been issued in pursuance of the Notification dated: 21st November, 2016, which only confers powers upon the Local Government to hand over parks for the purposes of maintenance and not for adoption in terms of the Impugned Agreement.
- b. Secondly, if the Ibne Qasim Park was handed over to Respondent No.7, for adoption, under the scheme of adoption of Karachi Metropolitan Corporation the same should have been done under the terms and conditions of the aforementioned Adoption Scheme formulated by Karachi Metropolitan Corporation and not by the Local Government. It is important to note here that without prejudice to the

aforementioned contention, the aforementioned scheme of adoption is subject to law.

- c. Thirdly, the malafides are obvious from the fact that on one hand the Impugned Notification states that the Ibne Qasim Park has been handed over for adoption but it also stipulates that existing staff deployed in the Ibne Qasim Park will continue to serve and the salary of such staff will be paid by Karachi Metropolitan Corporation.
- d. Fourthly, the Respondent No.3 ['Local Government'] has no mandate under the Rules of Business and the Sindh Local Government Act, 2013, to take over parks from Karachi Metropolitan Corporation and handover the same to any private or government organization.
- e. Fifthly, if the park was open for 'adoption', a public notice should have been given for inviting objections and/or expression of interest. In the absence of the same and in view of the fact that the park was given for maintenance to Respondent No.7 ['Bahria Town'] clearly reflects the collusion of Respondent No.3 ['Local Government'] and Respondent No.4 ['K.M.C'] with Respondent No.7 ['Bahria Town'] and the fact that the Local Government intended to give Ibne Qasim Park to Respondent No.7 for commercial use.

A copy of the terms and condition of Adoption Scheme and various News clippings is annexed and marked as Annex 'E' to 'E-5'.

- 6. That the clauses of the Impugned Agreement also reflect the malafide of the Respondent No.3 ['Local Government'], Respondent No.4 ['K.M.C'], Respondent No.5 ['DG Parks and Horticulture, K.M.C'] with Respondent No.7 ['Bahria Town'] in illegally encroaching upon and grabbing the Ibne Qasim Park. Firstly, although the recital states that the Ibne Qasim Park has been taken on 'Voluntary Basis' by the Respondent No.7, but Clause 4 provides that the staff deployed at Ibne Qasim Park will continue to work and their salary will be paid by the Government of Sindh/KMC in the capacity of employer. Secondly,

Clause 5 provides that Respondent No.7 shall not be responsible for payment of taxes or duties, which reflects that the Respondent No.7 is concerned about deriving its own benefits from the takeover of Ibne Qasim Park, while exonerating itself from the responsibility of payment of taxes. Thirdly, Clause 7 provides that no feasibility plan had been submitted prior to signing of the said Agreement. Fourthly, Clause 11 in relation to Commercial Use specifies that the Ibne Qasim Park will have 'limited entertainment areas' which also reflects that the Ibne Qasim Park was intended to be taken over for commercial usage and purposes. Fifthly, the Impugned Agreement has been witnessed by the Respondent No.5 ['DG Parks and Horticulture, K.M.C'] which also reflects collusion of Respondent No.3, 4 and 5 with Respondent No.7.

7. That the Petitioners have also been informed that the Ibne Qasim has also been used by the CEO and other members of Respondent No.7 ['Bahria Town'] for the purposes of landing their helicopters without any authorization from Civil Aviation Authority and without any formal helipad, which in fact is a violation of the aviation laws as well as a flight hazard and hazard to the children and other visitors of the Ibne Qasim Park and more importantly, an illegal and malafide misuse of public property for private interest.
8. That reportedly, the Respondent No.3 ['Local Government'] has decided in principle to takeover control of five prime parks in Karachi, which apart from Ibne Qasim Park, are Beach Park (18 acres), Shaheed Benazir Bhutto Park (47 acre), Jahangir Park (22 acre) and Frere Hall Park (20 acre). Accordingly, Notifications dated: 23.12.2016 and 11.01.2017 have already been issued in respect of Shaheed Benazir Bhutto Park for taking over of the said park by Local Department. The news reports attribute the taking over of the Parks to low budget of Respondent No.4 ['KMC'] and its mismanagement, resulting in its lack of performance in maintaining public parks for public usage. It can therefore, be inferred that the illegal taking over of parks under the garb of 'adoption' can be

attributed to the failure of the Respondent No.4 ['KMC'] in ensuring maintenance of public parks.

A copy of the Notifications dated: 23.12.2016 and 11.01.2017 and various News clippings is annexed and marked as Annex 'F' to 'F-6'.

9. That the facts stated in Para 4 to 8 above require that an inquiry must be initiated into the acts of Respondent No.3 ['Local Government'], Respondent No.4 ['K.M.C'], Respondent No.5 ['DG Parks and Horticulture, K.M.C'] and Respondent No.7 ['Bahria Town'] by either the Respondent No.6 ['F.I.A'] and/or an independent Judicial Commission duly constituted by this Honourable Court. The Petitioners have no alternate remedy or forum for the resolution of the aforementioned issues listed in Para 4 to 8 above. The necessity for the appointment of independent commission to conduct the inquiry into the issues specified in Para 5 to 10 stems from the fact that the Respondents No. 3 4 and 5 have acted in collusion by handing over the Ibne Qasim Park to Respondent No.7 illegally and malafidely, without following due process of law. Furthermore, the act of granting contract for maintenance of Ibne Qasim Park for the purposes of laying down sewerage lines for 'Bahria Icon Tower', encroachment of a large portion of land of Ibne Qasim Park and facilitation to parking for users of Bahria Icon Tower and the issuance of Impugned Notification are all acts that require thorough inquiry to place liability and accountability on the aforementioned Respondents.

10. That it is most respectfully and most humbly submitted that being aggrieved by the abovementioned illegal and malafide acts of the Respondents, being unconstitutional and without jurisdiction, the Petitioners have no alternate or efficacious remedy except to invoke the Constitutional jurisdiction of this Court on the, inter alia, facts and grounds stated herein.

GROUNDS

A. That it is most respectfully and most humbly submitted that as per Schedule II, Sindh Government Rules of Business, 1986, the Respondent No.3 ['Local Government'] does not have any mandate to enter into agreements with organizations (private or government) to hand over parks by taking them over from Karachi Metropolitan Corporation. According to the Sindh Local Government Department Rules of Business, 1986, as amended in 2002, the stipulated role of Local Government is to coordinate, supervise and monitor the functioning of local departments and councils. The Local Government cannot undertake execution of development works on its own or issue tenders in respect thereof. In view of the above, the aforementioned act of the Respondent No.3 ['Local Government'] of taking over and handing over of Ibne Qasim Park to Respondent No.7 is ultra vires of the powers conferred upon it under the law and violative of Article 4, Constitution, 1973.

B. That even otherwise, as per Section 74, Sindh Local Government Act, 2013, the Local Government may (a) take over the management and control of any institution or service maintained by a Council and (b) transfer the management and control of any institution or service maintained by Government to a Council. There is no provision in Sindh Local Government Act, 2013, of retaining any scheme or otherwise by Sindh Local Government or handing over to a private party. In view of the above, the aforementioned act of the Respondent No.3 ['Local Government'] of taking over and handing over of Ibne Qasim Park to Respondent No.7, through Impugned Notification, Impugned Agreement and Notification dated: 21st November, 2016, is ultra vires of the powers conferred upon it under the Sindh Local Government Act, 2013, and violative of Article 4, Constitution, 1973, and accordingly, the Impugned Notification, Impugned Agreement and Notification dated: 21st November, 2016, are illegal, malafide and of no legal effect.

- C. That without prejudice to the contention that the Impugned Notification and Notification dated: 21st November, 2016 [Annex 'A-1'] are illegal, malafide, ultra vires of the powers conferred upon Respondent No.3 ['Local Government'] and of no legal effect, it is submitted that the Impugned Notification had been issued in pursuance of the Notification dated: 21st November, 2016, which only confers powers upon the Local Government to hand over parks for the purposes of maintenance and not for adoption in terms of the Impugned Agreement. Accordingly, the issuance of the Impugned Notification in pursuance of the Notification dated: 21st November, 2016, is itself illegal and of no legal effect.
- D. That the Sindh Plantation, maintenance of trees and Public Parks Ordinance, 2002, does not have any provision that allows the Sindh Local Government to take over public parks and hand them over to private entities. In view of the above, the aforementioned act of the Respondent No.3 ['Local Government'] of taking over and handing over of Ibne Qasim Park to Respondent No.7 is ultra vires of the powers conferred upon it under the Sindh Plantation, maintenance of trees and Public Parks Ordinance, 2002, and violative of Article 4, Constitution, 1973 .
- E. That under the Karachi Building and Town Planning Regulations, 2002, amenity spaces in any project shall neither be converted nor mis-utilized and are exclusively to be used for the benefits of the residents of the project as per approved Master/Layout Plan. Further, it is an obligation on the developer of any scheme to ensure development of all amenity plot by the time 50% of the cost of the allotted plots have been received from the allottee before demanding any further plot from the allottee. A minimum of 5% of the total area of the land must be allocated to the Parks. In view of the aforementioned provisions, it is obvious that the any act of usurping the Ibne Qasim that would result in its conversion to a different use i.e. to facilitate visitors of Bahria Icon Tower or to carry out commercial activities, and/or any act that would affect the aforementioned

percentage of land reserved for parks is violative of the aforementioned law as well as unconstitutional, mala fide, illegal and of no legal effect.

F. That it is most respectfully submitted that the land of Ibne Qasim Park is paid and owned by residents of KDA Scheme-5. When KDA develops a scheme, it recovers the total cost of scheme from the sale of plots to the future residents through recovery of 'occupancy value and development charges'. The total cost of land payable to Sindh Board of Revenue and the cost of infrastructure development i.e. roads, water supply, sewage disposal and development of amenities including parks, playground, schools, and places of worship etc, is recovered on pro-rata basis from the sale of residential and commercial plots. The original layout plan of a scheme is a binding agreement between KDA and the residents of its scheme. KDA or for that matter any housing or land development agency, public or private housing scheme developer advertises/announces the salient features of the scheme including the amenities, transport connections, and other facilities to encourage and/or entice the 'would be owners' at the time of launching of the scheme which becomes the basis of people's decision to purchase a property in the scheme. Thus the original layout plan (master plan) must be treated as a binding agreement between the residents and the developer in subject case KDA.

G. That the Respondent No.7 ['Bahria Town'] failed to fulfill its obligations under Maintenance Contract dated: 16th March, 2017, awarded by Respondent No.4 ['K.M.C'] for Ibne Qasim Park in 2016. The Respondent No.7 ['Bahria Town'] allowed the park and its infrastructure to deteriorate. In fact, the Respondent No.7 ['Bahria Town'] used the 'Contract' to facilitate development of support infrastructure to benefit 'Bahria Icon Tower' including sewage and storm water disposal into Ibne Qasim Park. The deterioration of Park's condition is visible in the three Google satellite/earth images. There are several orders of the Honourable Supreme Court of Pakistan and this Honourable Court that bar the Respondent No.3 ['Local Government'] to commercialise or give away public

parks and amenities. In view of the above, the aforementioned collusive act of the Respondents in taking over the Ibne Qasim Park and handing over the same to Respondent No.7 ['Bahria Town'] for commercial reasons is violative of the aforementioned laws, as well as Orders of the Honourable Supreme Court and High Court.

H. That the Respondent No.3 ['Local Government'] and Respondent No.4 ['K.M.C'] are in collusion to deprive the residents of Karachi and commercialise parks in Karachi. All notifications of the Local Government regarding taking over and handing over of parks are duly marked to Mayor, Municipal Commissioner, K.M.C. Even the Impugned Agreement between Respondent No.4 and Respondent No.7, dated: 30.03.2017 has been witnessed by Respondent No.5 ['DG, Parks and Horticulture']. The facts stated in Para 4 to 8 above are a proof of the collusive acts of the aforementioned Respondents. In view of the above, it becomes imperative that an inquiry must be initiated against the aforementioned Respondents either through Respondent No.6 ['FIA'] and/or an independent Judicial Commission duly constituted by this Honourable Court.

I. That it is most respectfully and humbly submitted that the Petitioners seek the indulgence of this Honourable Court to raise further grounds at the time of the hearing of this Petition.

PRAYER

It is, therefore, most respectfully and most humbly prayed that this Honourable Court may graciously pass judgment, and orders, in the following terms:

- (a) Declare that the Impugned Notification dated: 30.03.2017 [Annex 'A'], Notification dated: 21.11.2016 [Annex 'A-1'], Impugned Agreement dated: 30.03.2017 [Annex 'A-2'] and Maintenance Contract dated: 16.03.2016, and

17.03.2016 [Annex 'D' & 'D-1'] is illegal, unconstitutional and of no legal effect;

- (b) Permanently restrain the Respondent No.3 ['Local Government'], Respondent No.4 ['K.M.C'] and Respondent No.7 ['Bahria Town'] from acting on the Impugned Notification dated: 30.03.2017 [Annex 'A'], Notification dated: 21.11.2016 [Annex 'A-1'], Impugned Agreement dated: 30.03.2017 [Annex 'A-2'] and Maintenance Contract dated: 16.03.2016, and 17.03.2016 [Annex 'D' & 'D-1'];
- (c) Permanently restrain the Respondent No.3 ['Local Government'] and Respondent No.4 ['K.M.C'] from handing over any and all parks in Karachi to any private person, organization, institution and/or to Respondent No.7 ['Bahria Town'];
- (d) Permanently restrain Respondent No.7 ['Bahria Town'] from using the Ibne Qasim Park for the purposes of landing its helicopters;
- (e) Direct the Respondent No.3 ['Local Government'], Respondent No.4 ['K.M.C'] and Respondent No.7 ['Bahria Town'] to remove the sewerage lines laid down in the Ibne Qasim Park for 'Bahria Icon Tower';
- (f) Direct the Respondent No.6 ['FIA'] to conduct inquiry and give its findings on, inter-alia, the issues specified in Para 4 to 8 above and/or, in the alternative, direct the Constitution of a broad based Judicial Commission, headed by a retired High Court Judge, or a retired Supreme Court Judge, and comprising of relevant and respected civil society persons including experts, as nominated by this Honourable Court (at the cost of the Federal and Provincial government), and direct this Judicial Commission to place its report before this Honourable Court for further Orders, after giving its findings on, inter-alia, the issues specified in Para 4 to 8 above;

- (g) Direct the Respondents No.1 and No.2 to issue directions and take action against the Respondents No. 3, 4, 5 and No.7, in terms of the report of Respondent No.6 ['FIA'] and/or the Judicial Commission, as well as the further Orders passed by this Honourable Court, on this report;
- (h) Grant such further, additional or alternative relief, as this Honourable Court may deem fit and proper;

PETITIONER NO.1

PETITIONER NO.2

PETITIONER NO.3

PETITIONER NO.4

PETITIONER NO.5

PETITIONER NO.6

ADVOCATE FOR THE PETITIONERS

Karachi

Dated: _____, 2017

DOCUMENTS FILED: As shown in the Petition
DOCUMENTS RELIED UPON: The abovementioned documents e.t.c.
ADDRESS OF PETITIONER: As per in title of the petition
ADDRESS OF PETITIONER COUNSEL: Faisal Siddiqi
Advocate
HC-8504/HC/KHI
F-66/3, Park Lane,
Block-5, Clifton,
Karachi.

DRAWN BY ME

ADVOCATE

**IN THE HONOURABLE HIGH COURT OF SINDH AT KARACHI
(CONSTITUTIONAL JURISDICTION)**

Constitution Petition No. _____ of 2017

Fahim Zaman Khan & Others.....Petitioners

Versus

Federation of Pakistan & Others.....Respondents

AFFIDAVIT IN SUPPORT OF THE MAIN PETITION

I, Fahim Zaman Khan, Son of Sultan Zaman Khan, Muslim, Adult, Resident of 73, Khayaban-e-Ghazi, Phase-6, DHA, Karachi, having CNIC No. _____, do hereby state on oath as under:

1. That I am the Petitioner No.1 in this present case, and I am well conversant with the facts in this case.
2. That the accompanying Constitution Petition has been drafted, instituted and filed under my instructions, and for the sake of brevity, the entire contents of the accompanying Constitution Petition, may be read as a part of this Affidavit.
3. That unless the accompanying Petition is granted, the Petitioners will be gravely prejudiced.
4. That whatever is stated above is true and correct to my knowledge and belief, and the law as stated in the accompanying Constitution Petition is believed to be correct in view of the advice received from my counsel.

DEPONENT

**IN THE HONOURABLE HIGH COURT OF SINDH AT KARACHI
(CONSTITUTIONAL JURISDICTION)**

Constitution Petition No. _____ of 2017

Fahim Zaman Khan & Others.....Petitioners

Versus

Federation of Pakistan & Others.....Respondents

AFFIDAVIT IN SUPPORT OF THE MAIN PETITION

I, Karamat Ali, Son of (Late) Amanat Ali, Muslim, Adult, Resident/office at 143-A, Sector X-5, Gulshan-e-Maymar, Karachi-75340 having CNIC No. _____, do hereby state on oath as under:

1. That I am the Petitioner No.2 in this present case, and I am well conversant with the facts of this case.
2. That the accompanying Constitution Petition has been drafted, instituted and filed under my instructions, and for the sake of brevity, the entire contents of the accompanying Constitution Petition, may be read as a part of this Affidavit.
3. That unless the accompanying Petition is granted, the Petitioners will be gravely prejudiced.
4. That whatever is stated above is true and correct to my knowledge and belief, and the law as stated in the accompanying Constitution Petition is believed to be correct in view of the advice received from my counsel.

DEPONENT

**IN THE HONOURABLE HIGH COURT OF SINDH AT KARACHI
(CONSTITUTIONAL JURISDICTION)**

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Versus

Federation of Pakistan & Others.....Respondents

AFFIDAVIT IN SUPPORT OF THE MAIN PETITION

I, Nazim Fida Hussain Haji, Son of Fida Hussain Haji, Muslim, Adult,
Resident of House No. A-21/2-A, KDA Scheme 1A Extension, Stadium Road,
Karachi, having CNIC No. _____, do hereby state on
oath as under:

1. That I am the Petitioner No.3 in this present case, and I am well conversant with the facts of this case.
2. That the accompanying Constitution Petition has been drafted, instituted and filed under my instructions, and for the sake of brevity, the entire contents of the accompanying Constitution Petition, may be read as a part of this Affidavit.
3. That unless the accompanying Petition is granted, the Petitioners will be gravely prejudiced.
4. That whatever is stated above is true and correct to my knowledge and belief, and the law as stated in the accompanying Constitution Petition is believed to be correct in view of the advice received from my counsel.

DEPONENT

**IN THE HONOURABLE HIGH COURT OF SINDH AT KARACHI
(CONSTITUTIONAL JURISDICTION)**

Constitution Petition No. _____ of 2017

Fahim Zaman Khan & Others.....Petitioners

Versus

Federation of Pakistan & Others.....Respondents

AFFIDAVIT IN SUPPORT OF THE MAIN PETITION

I, Amna Iqbal, Daughter of Muhammad Iqbal, Muslim, Adult, Resident of House No.43, K.M.C.H.S., Block 7/8, Karachi, having CNIC No. _____, do hereby state on oath as under:

1. That I am the Petitioner No.4 in this present case, and I am well conversant with the facts in this case.
2. That the accompanying Constitution Petition has been drafted, instituted and filed under my instructions, and for the sake of brevity, the entire contents of the accompanying Constitution Petition, may be read as a part of this Affidavit.
3. That unless the accompanying Petition is granted, the Petitioners will be gravely prejudiced.
4. That whatever is stated above is true and correct to my knowledge and belief, and the law as stated in the accompanying Constitution Petition is believed to be correct in view of the advice received from my counsel.

DEPONENT

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**IN THE HONOURABLE HIGH COURT OF SINDH AT KARACHI
(CONSTITUTIONAL JURISDICTION)**

Constitution Petition No. _____ of 2017

Fahim Zaman Khan & Others.....Petitioners

Versus

Federation of Pakistan & Others.....Respondents

AFFIDAVIT IN SUPPORT OF THE MAIN PETITION

I, _____, son of _____, Muslim, Adult, resident of _____, holding CNIC No. _____, do hereby state on oath as under:

1. That I am the Authorized Person of the Petitioner No.5 in this present case, and I am well conversant with the facts in this case.
2. That the accompanying Constitution Petition has been drafted, instituted and filed under my instructions, and for the sake of brevity, the entire contents of the accompanying Constitution Petition, may be read as a part of this Affidavit.
3. That unless the accompanying Petition is granted, the Petitioners will be gravely prejudiced.
4. That whatever is stated above is true and correct to my knowledge and belief, and the law as stated in the accompanying Constitution Petition is believed to be correct in view of the advice received from my counsel.

DEPONENT

**IN THE HONOURABLE HIGH COURT OF SINDH AT KARACHI
(CONSTITUTIONAL JURISDICTION)**

Constitution Petition No. _____ of 2017

Fahim Zaman Khan & Others.....Petitioners

Versus

Federation of Pakistan & Others.....Respondents

AFFIDAVIT IN SUPPORT OF THE MAIN PETITION

I, Mir Zulfiqar Ali, Son of Mir Zahoor Ali, Muslim, Adult, Resident/office at D-1, First Floor, Westland Trade Centre, K.U.C.H.S., Block-7/8, Near Baloch Colony, Shaheed-e-Millat Road, Karachi, having CNIC No. _____, do hereby state on oath as under:

1. That I am the Authorized Person of the Petitioner No.6 in this present case, and I am well conversant with the facts in this case.
2. That the accompanying Constitution Petition has been drafted, instituted and filed under my instructions, and for the sake of brevity, the entire contents of the accompanying Constitution Petition, may be read as a part of this Affidavit.
3. That unless the accompanying Petition is granted, the Petitioners will be gravely prejudiced.
4. That whatever is stated above is true and correct to my knowledge and belief, and the law as stated in the accompanying Constitution Petition is believed to be correct in view of the advice received from my counsel.

DEPONENT