

ORDER SHEET
IN THE ISLAMABAD HIGH COURT, ISLAMABAD
JUDICIAL DEPARTMENT

W.P.No.11 of 2013
Pervez Akhtar
Versus
Ministry of Postal Services and others

S. No. of order / proceedings	Date of order / Proceedings	Order with signature of Judge and that of parties or counsel where necessary.
	23.12.2021	Mr. Muhammad Asif Gujjar, Advocate for the petitioner. Mr. Arshid Mehmood Kiani, learned Deputy Attorney General.

Through the instant writ petition, the petitioner, Pervez Akhtar, impugns the contract dated 19.01.2012 whereby respondent No.2 (Director General, Pakistan Post Office) procured “Centralized Software Solution for Financial Services of Pakistan Post” from respondent No.5 (M/s Telconet Services (Pvt.) Ltd.).

2. Learned counsel for the petitioner submitted that the impugned contract was the result of misprocurement; that in the initial bid, respondent No.5 quoted a software product namely “Post-Global” which was of Indian origin; that one of the bidders namely, M/s Fides objected to the said product whereafter the procuring agency *i.e.*, Pakistan Postal Services allowed respondent No.5 to substitute the software solution “Post-Global” with another product namely “Escher’s Riposte Essential”; that at all the stages of bidding process *i.e.*, prequalification, technical evaluation and financial evaluation, respondent No.5 proposed to implement the software solution “Post-Global”; that the contract for implementation of substituted software was awarded to respondent No.5 without approval of the bid evaluation committee; that at the contracting stage after opening of the bids, respondent No.5 could not

have been allowed to make changes in the bid and substitute the initially offered software solution; that the procurement contract was not uploaded at the Pakistan Public Procurement Authority's website; that the procuring agency made 100% advance payment to respondent No.5; that the management of the procuring agency illegally patronized respondent No.5; and since the public funds had been expended on the impugned procurement, therefore, the petition is maintainable in the public interest. Learned counsel for the petitioner prayed for the writ petition to be allowed in terms of the relief sought therein.

3. On the other hand, learned Deputy Attorney-General submitted that one of the competing bidders *i.e.*, M/s Fides raised an objection due to the Indian origin of the software solution offered by respondent No.5; that the said objection was raised much after the technical evaluation and after opening of the financial bid; that by then the process of procurement had been ongoing for more than two years; that respondent No.5 was declared as the most responsive bidder and the substitution of software had no impact on the terms and conditions of procurement; that respondent No.5 substituted the software solution with "Escher's Riposte Essential" which had been operational in more than 32 countries with success; and that the petitioner has no *locus standi* to file the instant petition as he neither participated in the bidding process nor was eligible to do so. Learned Deputy Attorney-General prayed for the writ petition to be dismissed.

4. I have heard the contentions of the learned counsel for the petitioner and the learned Deputy

Attorney-General and have perused the record with their able assistance.

5. The petitioner has not participated in the bidding process and clearly none of the bidders competing during the procurement process have challenged the award of the contract to respondent No.5. The petitioner is an employee of Pakistan Post Office, he cannot be treated as an aggrieved person to file the instant writ petition. It is also a matter of record that the management of Pakistan Post Office has initiated proceedings against the petitioner for his media campaign with respect to the procurement brought under challenge in the instant writ petition. The petitioner claims to be a public interest litigant, but the element of his personal interest with regard to the rivalry with the management of procuring agency cannot be ignored.

6. Additionally, the record shows that the impugned contract for the services was awarded to respondent No.5 for a period of seven years *i.e.*, January 2012 to February 2019. The term for which the impugned contract was executed has already expired. Admittedly, departmental inquiry was also conducted with regard to the legality of the procurement process. Hence, in the circumstances of the instant case and in presence of the simultaneous departmental process intervention in the Constitutional jurisdiction is not warranted.

7. In view of the above, the instant petition, being devoid of merit, is dismissed. There shall be no order as to costs.

8. Before parting with this judgment, it may be observed that this judgment shall not be an obstacle in any proceedings / inquiry against the delinquents named in the inquiry report dated

11.11.2019 that is conducted on the basis of the recommendations in the said report.

(MIANGUL HASSAN AURANGZEB)
JUDGE

*Sultan**