IN THE SUPREME APPELLATE COURT GILGIT-BALTISTAN, GILGIT.
(Original Jurisdiction)

Before:

Mr. Justice Rana Muhammad Arshad Khan, Chief Judge.
Mr. Justice Raja Jala-ud-Din, Judge.
Mr. Justice Muzaffar Ali, Judge.

(Danyore RCC Bridge)
S.M.C No. 06/2009.

Present:-

The Advocate General for Gilgit-Baltistan.
The Superintendent Engineer Works Gilgit.
The Executive Engineer, B&R Division Gilgit.
The Project Director.

DATE OF HEARING: 09-05-2013.

ORDER

Rana Muhammad Arshad Khan, CJ: The court had taken the cognizance of the matter on a note by the then Hon'ble Chief Judge of Supreme Appellate Court, Gilgit-Baltistan, on 05-06-2009, under Article 45 (2) of Northern Areas Governance Order 1994 {now Article 61 of Gilgit-Baltistan (Empowerment and Self Governance) Order, 2009}, which reads as under: -

> "The People of Danyore and surrounding Areas have complained that construction of RCC Bridge between Danyore and Karakuram International University on Hunza River is unattended for considerable period. The contract for the construction of Bridge was awarded during 2004-05, and contractor after installing two pillars of the Bridge has stopped the work for unknown reasons. The delay in the construction of Bridge at the cost of public time and exchequer and inconvenience of the people would amount to deprive the people of the area from the necessity of life as their basic rights.
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> This Court in exercise of power under Article 45 (2) of the Northern Areas Governance Order 1994, while taking notice of the matter, directs the Secretary Works Northern Areas to explain the reason of non completion of construction of Bridge and the action taken by the

> department against the contractor for the delay caused in the construction of Bridge. The report of Secretary Works should also contain the detail about the total contact amount and the payment made to the contractor. The report should reach within a week and the Superintendent Engineer/Executive Engineer will appear in person on the next date to be fixed by office."

2. The facts in brief as gleaned out from the record of this case and the careful perusal of the note dated 05-06-2009 transpires that the people of Danyore and surrounding areas had number of complaints to the effect that the contract for the construction of RCC Bridge between Danyore and KIU on Hunza River was awarded in the year 2004-05 and had remained unattended for a considerable period, as the Contractor after installing two pillars of the bridge had abundant the work at the site for the reason best known to him. The delay in the construction of the said bridge has been caused at the cost of public time and exchequer. The inconvenience to the people has too been caused which would be amounting to deprive the people of the area necessity of life as their basic right.

3. The Court in exercise of power under Article 45(2) of the Northern Areas Governance Order, 1994 while taking notice of the matter directed the Secretary Works, Northern Areas for his explanation, explaining therein the reason of non-completion of the said bridge and he was further directed to explain as to what action was taken by the department against the Contractor who had abundant the construction work at the site. The report was asked to be submitted containing the details about the total amount of the contract money and explanation was also sought to the effect that how much payment has been made to the contractor. The

Superintendent Engineer/Executive Engineer was also ordered to appear before the court.

4. The case came up for hearing on 15-06-2009 and in pursuance of the previous order dated 05-06-2009, Superintendent Engineer, Executive Engineer, B&R Division, PWD Gilgit and Project Director KIU Road RCC Bridge submitted the progress report to the effect that the aforesaid officer made a correspondence with their different sections of the office and requisite report in fact was neither prepared nor submitted.

5. The Executive Engineer submitted that the project would be approximately completed on 30.06.2010 and this date was given subject to allocation and release of funds. He also gave the detail of contract money of Eleven Crore out of which an amount of Rupees Five Crore and Seventy Five lac was paid to the contractor for the work done at the site. Strangely, he very categorically submitted that the Contractor had sublet the contract to another company namely, Five Star Construction Company in an unauthorized manner, whereas, the work of precasting, stressing and installing of girders was yet to be done but both the officers were not aware as to whether the Contractor under the contract could sublet the contract. The case was adjourned with the direction that the aforesaid officers would appear tomorrow with the copy of contract and rules relating to the subletting of contract.

6. On the next date of hearing the Executive Engineer entered appearance alongwith the copy of the contract and with reference to clause 21 of the contract, he submitted that the

subletting could only be done with the prior approval of the department. On query of the court the Executive Engineer took a somersault and submitted that the statement made by him yesterday, was in fact with respect to the Judicial Complex which was actually sublet by the contractor to the Five Star Construction Company and he amalgamated inadvertently the contract of Danyore RCC Bridge with the Project of Judicial Complex. It was observed that the said officer had changed his previous statement and in this manner he had mislead the Court. He was, therefore, issued a show cause notice to the effect as to why he be not proceeded against for misleading the court. The reply was ordered to be filed within three days.

7. On the other hand the Chief Secretary Gilgit-Baltistan was directed to hold a thorough inquiry that as to how, without the approval of the competent departmental authority, the Contract of Danyore was sublet to another construction company and it may further be inquired that as to for what reason, the project could not be completed within the stipulated period and as to why, the action was not taken against the delinquent officers and others who were responsible and had become instrumental for causing delay for completion of the project. During the proceedings of the case, it has also borne out from the record that the Project Director of Danyore RCC Bridge very frankly conceded that he was holding the charge of the said project since 2007, but he had not informed the concerned authorities regarding the subletting of the Contract. The negligence of the Project Director as well as the Executive Engineer

might have caused a colossal loss to the public exchequer, therefore, the Chief Secretary would also hold an inquiry with regard to the conduct of the aforesaid officials. The case was adjourned for want of inquiry report.

8. The proceedings of the case continued on 07.10.2009, 18.10.2009, 19.10.2009, 20.10.2009, 24.11.2009, 10.12.2009, 24.12.2009, 30.12.2009, 10.02.2010, 15.02.2010, 18.03.2010, 06.04.2010, 15.04.2010, 27.04.2010, 28.04.2010, 05.05.2010, 14.06.2010 and 24.06.2010 and the Departmental Authorities, time and again, had been apprising the Court regarding the progress of the work of the said bridge and had also brought to the notice of the Court that the construction of the bridge could not be completed as per schedule due to civil litigation and change of design. He, therefore, made a statement at the bar to the effect that construction of the bridge would be completed by 30.06.2010 positively. Similar statement was also made by the Project Director. Meanwhile, the learned Advocate General pointed out that the piers are not available at the site. The piers were lying on Danyore side and the same would be shifted from Danyore side to the side of KIU within three days. The Court vide order dated 30.12.2009 directed the Chief Engineer, Executive Engineer B&R Division and Project Director to supervise the construction work permanently and they were also required to submit progress report to the office of Registrar for perusal in Chamber. The Chief Engineer, Executive Engineer B&R Division and Project Director were directed further to

appear in person in order to explain the factual position on the next date of hearing.

9. On 13-10-2010, learned Advocate General alongwith departmental officials was present and stated that no work at all was in progress at the site and the contractor's delaying tactics were found deliberate. Since, the Contractor had started playing hide and seeks, did not appear in the Chamber as was directed without any intimation, the bailable Warrants were issued in the sum of Rupees One Lac against the Contractor. The case was fixed for further proceedings for 15.02.2010.

10. On 15.02.2010, the Contractor Muhammad Pervaiz, in pursuance of the bailable warrants appeared and stated that he would resume the work at the site by 16.02.2010 and had given undertaking to complete the construction work of bridge within the frame work given to him i.e. 30.06.2010. He had assured the bench that if the work was not completed within the given time, then the Contractor will face the consequences. The case was adjourned to 22.02.2010 for further proceedings.

11. On the said date Executive Engineer, B&R Division and Project Director submitted progress reports and had shown some progress in the work. It was directed that contractor shall speed up the work at the site and complete the same by 30th June, 2010 without fail.

12. On the next date of hearing i.e. 18-03-2010, Mr. Basharat Ullah, Executive Engineer appeared and stated that the contractor had not shown any progress in the work of the

construction of Danyore RCC Bridge despite the fact that an amount of Rs. 6.5 Million out of total contract money had been paid to the Contractor. Astonishingly, the position of the project remained standstill for the last about three months. At this stage of the case another disquieting feature of the case had come on the surface that the original contractor namely Raja Muhammad Ishaq had stated before the court to the effect that initially he was awarded contract but due to unfavourable circumstances, he had withdrawn the security and had abundant the contract and consequent whereupon, it transpired that Mr. Muhammad Pervaiz having hand in gloves with Mr. Muhammad Rasheed the then Executive Engineer PWD, on the basis of fake documents with the forged signature of Raja Muhammad Ishaq obtained the contract in his name M/s Soan Valley Shelters (Pvt.) Limited. It was observed, during the proceeding of the case, that Mr. Pervaiz alongwith Mr. Muhammad Rasheed, Executive Engineer approached him for issuance of authority letters for execution of work and as per his statement he was compelled to own the contract by issuing authority letter to him for execution of work as his agent. Raja Muhammad Ishaq stated before the Court that he had no objection if the contract would have been given to any other contractor including Mr. Pervaiz. He very categorically stated that cheques regarding the payment of work done by Mr. Pervaiz were issued in his name and that amount was paid to Mr. Pervaiz after deduction of his charges as per their mutual understanding and private arrangements.

13. It is noteable that Mr. Muhammad Pervaiz stated in the Court that he had carried out work at the site as an agent of Soan Valley Shelters (Pvt.) Limited and received amount of cheques from Raja Muhammad Ishaq, issued in his name as Contractor of the project from the PWD Department Gilgit on payment of his commission. However, Mr. Basharat Ullah Executive Engineer PWD B&R Division had statedly taken exception to it and submitted that the department has nothing to do with the private arrangement between the afore-referred parties and since officially contract was awarded to Soan Valley Shelters (Pvt) Limited, therefore, Mr. Muhammad Pervaiz could not be recognized as the contractor of the said project at all. He stated further that if Soan Valley Shelters (Pvt) Limited was unable to continue, the department had no option except to cancel the contract as envisaged in clause 3A of the agreement and to make the arrangement for awarding a fresh contract.

14. Vide Order dated 18-03-2010, this Court observed which reads as under: -

> "Mr. Bisharat Ullah, XEN B&R Division Gilgit states that no further progress has been shown by the contactor in the construction of Danyore RCC Bridge despite the fact that out of total contact money an amount of Rs. 6.5 Million has already been paid to the contractor. The Chief Engineer and Project Director also confirmed the position explained by the XEN that project is standstill for the last three months.
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> Raja Muhammad Ishaq proprietor of Soan Valley Shelters (Private) Limited, the original contactor present in Court states that initially he was awarded contact but due to unfavorable circumstances he having withdrawn the amount of security abundant the contact and subsequently it transpired that Mr. Muhammad Pervez in connivance of the XEN PWD Mr. Muhammad Rasheed on the basis of fake documents with his forged signatures obtained the contract in his name. Mr. Pervez in company of Mr. Muhammad Rasheed XEN approached him for issue of authority letter for execution of work and he was compelled to own the contact by issuing authority letter to him for execution of the work as his agent. Raja Muhammad Ishaq however states that he was never interested in the execution of the work and also had no objection if contract would have

been given to any other contactor including Mr. Pervez. However he states that the cheques regarding payment of the work done by Mr. Pervez were issued in his name, the amount of which was paid to Mr. Pervez after deduction of his charges as per their mutual understanding and arrangement.

Mr. Muhammad Pervez Present in Court states that he carried out work at the site as an agent of Soan Valley Shelters (Private) Limited and also received the amount of cheques from Raja Muhammad Ishaq, issued in his name as contractor of the project by the PWD Department Gilgit on payment of his commission.

Mr. Basharat Ullah XEN PWD B&R Division states that department was not involved in the private arrangement between the Soan Valley Shelters (Private) Limited the contractor and Mr. Muhammad Pervez his agent and since officially contract was awarded to Soan Valley Shelters (Private) Limited, therefore Mr. Pervez could not be recognized as contractor of the project. The XEN B&R Division stated that if Soan Valley Shelters (Private) Limited cannot continue with the work, the Department has no option except to cancel the contract in accordance with clause 3A of the agreement and award a fresh contract.

This is sad that the huge payment has been made by the department to the contractor without the construction of the bridge and allowed the contract to be frustrated for internal controversy between the contractor and his agent as a result of which not only the financial loss has been caused to the government but also the time has been wasted at the cost of public inconvenience. This situation seems to have arised due to the circumstances in the background narrated above and irresponsible attitude and conduct of the officials of the department who had to supervise the project and control the affairs. The seriousness of the matter would require determination to fix the responsibility of officials who were involved in the transaction and also the liability for recovery of the loss caused to the government. In addition thereto in the light of statement of Raja Muhammad Ishaq proprietor Soan Valley Shelters (Private) Limited the criminal liability is also required to be determined. We have been informed that XEN B&R Division and the Project Director have been vigilant to bring the position of project to the notice of the Chief Engineer as supervisory authority but the Chief Engineer did not take care of taking any action in the matter and his subordinates without his instruction were not in a position to proceed against the contractor or his agent.

The Chief Engineer present in Court has frankly conceded the knowledge of the illegalities and irregularities in the contact and the failure of contractor to carry out the execution of work of bridge as per terms of contract but has not been able to give any explanation for not taking action in the matter. The omission on the part of the Chief Engineer apparently is an act of negligence and we may point out that the Chief Engineer also has not vigilantly watched the work of Judicial Complex, the contact of which was also with Mr. Pervez who was allowed to continue the work on the assurance given by Chief Engineer before this Court 19-11-2009, but on failure of contractor to show any progress in the project for the last three months his contract has been cancelled. It has been observed that work on various projects in Gilgit-Baltistan is badly suffering due to inefficiency of PWD Department and despite spending huge public money, there is no desirable improvement in the projects of public importance. The Advocate General Gilgit-Baltistan has informed us that the proposal for establishment of Gilgit-Baltistan Development Authority is under serious consideration of the government and it is expected that establishment of such such Authority will shortly be announced. The establishment of Gilgit-Baltistan Development Authority will certainly be appreciated by the people of Gilgit-Baltistan because such authority apart from being beneficial for development programs will also improve the quality of work and encourage the tourism activists as a

> rich source of income of Government of Gilgit-Baltistan. The establishment of Gilgit-Baltistan Development Authority is a policy decision and the Chief Secretary may in the public interest take-up the matter with higher authorities on priority.
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> Be that as it may we without further commenting upon the matter direct that the Chief Secretary will hold a discreet inquiry into the conduct of the officials holding the charge of the project of Danyore RCC Bridge at different times within one month and if consider necessary may also refer the matter to FIA for a regular inquiry to determine the criminal liability if any in the transaction. The copy of inquiry report will be transmitted to the Registrar of this Court for our perusal in Chamber.
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> The Chief Engineer and XEN PWD B&R Division Gilgit will submit report in respect of the execution of work of Danyour RCC Bridge as stated by the XEN before the Court on the next date to be fixed in the first week of April 2010. This order will be brought to the notice of Chief Secretary as special case.

15. The proposal for the establishment of an Authority might have remained under active consideration but since 18.03.2010, progress was never brought to the notice of this Court as to what had happened thereafter. Had such authority been established, the things would have been different regarding the development programs and the improvement of the quality of work at different incomplete project. Perhaps, it was not done for the reason best known to them.

16. The Court kept a constant watch on the progress pertaining to the construction of RCC Bridge at Danyore. On 06.04.2010 the Chief Engineer appeared before the Court and stated that the original contractor M/s Soan Valley Shelters had resumed the works of the construction of bridge and promised to complete the construction work as per agreement. The Chief Engineer and Project Director were directed to keep on submitting the periodical progress reports in the Court.

17. As it has been said in the preceding paragraphs and the resume of the same clearly discloses that cognizance of the matter was taken by this court on 05-06-2009 for the first time and the

mere reading of order dated 15-04-2010 reveals that the matter is still at the stage of preparation and submission for approval of the design and drawing for construction of bridge. The statement of the Chief Engineer, Project Director and the statement of Executive Engineer B&R Division are at variance. The Chief Engineer and Project Director had ensured the court that the construction work of the bridge would be completed till September whereas, the Executive Engineer B&R Division stated that the speed of the work is almost dead and if it continued like that then there would be no possibility of completion of the project within the above given time. The court deputed the Project Director to monitor the project's work and get the same accelerated so that the project could be completed within time frame.

18. The proceedings of the case continued on 27.04.2010, 28.04.2010 and 05.05.2010 when Project Director appeared in the court and stated that construction work at the site was standstill and no progress was made at all. The court was left with no option except to invoke the penal clauses in the contract. The Executive Engineer B&R Division proposed that penal clauses were required to be invoked in view of the circumstances otherwise the government would suffer colossal loss. The Chief Engineer on the other hand suggested that he did not think it proper to take any action at this stage. He stated, according to his information, the construction work was in progress and invoking of penal clauses against the contractor would cause further delay in completion of the work. The contractor with the undertaking of completion of

work within six months may be allowed to deal with the work. The court deemed it proper to direct that the Chief Secretary to take an appropriate decision in the matter.

19. The Executive Engineer and Project Director had again and again appeared in the Court and stated that no work is in progress at the site and the contractor also removed all the material relating to the construction of bridge. The learned Advocate General and Chief Engineer present in Court stated that the Chief Secretary could not probe in the matter on account of Prime Minister's visit and disaster of Atta Abad. It was directed that the Advocate General would place on record the report prepared by the Chief Secretary on the next date of hearing.

20. On the next date of hearing i.e. 14.06.2010 it was pointed out that contract of RCC Bridge Danyore was awarded to Soan Valley Shelter for the total cost of Rs. 90 Million and it was agreed upon to complete the construction work by the end of June, 2010. The work about 55% had been completed and the Contractor was paid Rs. 60 Millions. The Court on a number of dates was assured for completion of work by 30th June, 2010 i.e. stipulated period but according to the Executive Engineer and Project Director, the contractor did not make any progress in the construction work of bridge. There was divergent stand of officials of the department, the Executive Engineer and Project Director were prepared to invoke the penal clauses of the contract i.e. 3(A) or 3 (C) but on the other hand the Chief Engineer was not in favour of it. In his opinion if, at that stage, the penal clause was invoked,

it might had frustrated the contract and project. He, during the proceedings of the case, had shown indication in favour of subletting of contract as per request of the contractor but the learned Advocate General while assisting the Court stated that the subletting is only permissible to the extend of 40% of the total project. Meanwhile, the contractor through an application had shown his inability to complete the project and made a request that he be allowed to sublet the contract to his agent i.e. Five Star Construction Company. This application was declined on the ground that cancellation and subletting of the contract is not within the domain of the Court and he was directed to submit application to the relevant authorities and the application was returned in original being not entertainable.

21. Since the Chief Engineer was of the view that he would hopefully succeed to sort out the matter and if he failed he would take appropriate action against the Contractor keeping in view the terms and condition of the Contract. The case was adjourned to enable the Chief Engineer to settle the matter.

22. On the next date of hearing i.e. 24-06-2010 the Secretary Works was in attendance before the Court and stated that he was in favour of subletting the contract as per clause 21 of the Contract so that the project be completed within one year's time and this extension of time would be subject to furnishing of adequate security by the Contractor for the payment of an amount of about 60 Million already received by him with 10% reduction on future payment on the basis of work done without any advance

payment. He further pointed out that three months probation time would be fixed and if within that time no progress is shown at the site the department would invoke the penal clause 3(c) of the contract. On the statement made by Secretary Woks, who is head of the department and competent authority to take decision with regard to the modalities of work at his own responsibility and this court is not supposed to interfere in the internal affairs of the department. It has further been brought into the notice of the court that the payment was also made to the contractor on the basis of work done and assurance was also given by the Secretary Works that no payment would be made in advance and excess payment to any Contractor. The Project Director was asked to continue submitting the progress reports through the Registrar of this Court mentioning the progress of the construction of the approach road. In the order dated 24-06-2010, the Court had observed in the last paragraph as under: -

> "This is not understandable that for what consideration the department without any progress in the work at the site preferred to make payment to the Contractor. The Secretary Works will submit a detail report on the project of RCC Bridge from Zulfiqar Abad shall be fixed on 06-07-2009. The scheme of the project with report of work on Project produced by Mr. Taza Gul, Sub Engineer B&R Division is placed on record as Mark 'A'."

23. Mr. Basharat Ullah Executive Engineer alongwith Project Director while placing the requisite report on the record stated that the contractor had not made any progress in the construction work at the site and the position of the work is as it was in the last year. He had also clarified certain things pertaining to the payment of contract money. Despite the payment of an amount of Rs. 65 Millions out of the contract money i.e. Rs. 110

Million the Contractor had only completed the 55% work of the project. It was astonishing that on 18-03-2010, contractor had very categorically stated that he was not at all interested in the contract but he, on the insistence of Rasheed Ahmed Executive Engineer alongwith Pervaiz Ahmed, agreed that Pervaiz Ahmed would execute the work at the site on his behalf as his agent. Similar statement was made by Pervaiz Ahmed in the Court.

24. Raja Muhammad Ishaq proprietor Soan Valley Shelters, the contractor of the said project stated very frankly that he was not interested in the contract and requested to the effect that department be directed to award the contract to Mr. Pervaiz Ahmed or to any other person. The Court at this conjunction observed as under; -

> "**Order dated 13-10-2010**
> Mr. Bashratullah XEN with Project Director while placing on record has stated that despite efforts, the contractor has not made any progress at the site and the position of work is still as it was in the last year. The XEN further stated that out of the contract money of Rs. 110 Million, the Contractor has already been paid an amount of 65 Million and percentage of work is less than 55% of the project.
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> The contractor while appearing before the Court on 18-03-2010, categorically sated that he was not at all interested in the contract but Mr. Rashid Ahmed the then XEN in company of Mr. Pervaiz Ahmed compelled him continue with the contract giving him understanding that Mr. Pervaiz would execute the work at the spot on his behalf as his agent. Mr. Pervaiz also sated before the Court that he carried out the work as agent of contractor on the basis of payment of commission to the Proprietor Soan Valley Shelters and that he has also recived the Cheques for the payment of bill issued by the Department in the name of Contractor.
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> Raja Muhammad Ishaq proprietor Soan Valley Shelter contractor of project stated before the Court he was not interested in the contract and department may be directed to award the contract to Mr. Pervaiz Ahmed or any other person as the case may be.
>
> In consequence to the above statement made by Raja Muhammad Ishaq contractor and Mr. Pervaiz Ahmed his agent, a direction was issued to the Chief Secretary for holding a discrete inquiry into the matter including the conduct of the then XEN who was holding the charge of the project of Danyore RCC Bridge and if necessary may also refer the matter to the F.I.A, for regular inquiry but despite laps of more than 6 months nothing has been done so far. In the situation, the department would have no option except to invoke clause 3 (b) or 3 (c) of the contract Agreement, to save the public interest but inaction of the department and the Chief

> Secretary would show undue leniency in the matter. This may be pointed out that in the cases of Konodas RCC Bridge , Judicial Complex, K.I.U Road, and Zulfiqarabad RCC Bridge which have been unnecessarily prolonged without any plausible explanation a similar direction was given to Chief Secretary for inquiry, but no such inquiry has been held. The work of Judicial Complex and Konodass RCC Bridge is now in progress whereas the other projects referred above are pending unattended. The Chief Secretary, if for administrative or any other reason, is not in position to hold the inquiry into the matter, he may refer these cases to NAB or FIA as the case may be, for inquiry to fix the responsibility of concerned officials, who were instrumental in making advance payments without actual work and contributed delay in the projects at the cost of public money and time.
>
> The Secretary works shall take decision in the matter on priority for further course of action and inform the Registrar of this Court before 04-10-2010. The Chief Secretary in the light of order of this Court in the cases referred above will proceed for the independent inquiries in public interest, under intimidation to the Registrar. The Copies of the orders referred shall be supplies to the Chief Secretary."

25. On 13-12-2010, to court's utter surprise, the Chief Engineer, Superintendent Engineer, Executive Engineer and Project Director while appearing before the court submitted that M/s Soan Valley Shelters had already resumed the construction work at the site. The learned counsel appearing on behalf of M/s Soan Valley Shelters submitted that his client was interested in completion of the construction work of the bridge and hopefully, the same would be done as per work plan and specifications. The submission of the learned counsel and the order of the Court is read as under: -

> "The Chief Engineer, S.E, XEN, and P.D. Submitted that the original contractor M/s. Soan Valley Shelter has already resumed the work at the site and has started construction of RCC Bridge. According to their statement out of 25 Girders the concerned contractor has so far constructed 6 Girders and one Girder is ready for filling. The officials also submitted that the piling work at the left side of the Hunza River will also be started within couple of days and bridge will be complete as per work plan.
>
> Malik Shafqat Wali Senior Advocate appearing on behalf of M/s. Soan Valley Shelter submitted that his client is interested in completion of the construction work of the bridge and hopely the same will be done as per work plan and specification.
>
> The learned counsel for contractor also submitted that due to unavoidable circumstances the contractor could not attend the Court resultantly copy of undertaking on his behalf could not be furnished. He is directed to liaison with the contractor and submit copy of undertaking within a period of one week. So far as the construction of approach road of both sides of the bridge is concerned, the XEN B&R Division submitted that the approach road from KIU to Danyore is almost completed.

> However the work of approach road at Danyore side is not being carried out satisfactory, he made commitment that he will try his best to get the said portion of the approach road completed as per schedule. Regarding construction of another small bridge for crossing of irrigation pipe and access of people of Muchkial village, the Chief Engneer pointed out that he has decided to constitute a board to review the earlier decision of than Chief Engineer regarding deletion of small RCC Bridge and if necessary revised the PC-1 will be submitted to concerned quarter. The PWD Authorties are directed to accelerate the pace of work of bridge and approach road at both sides of bridge including the bridge to Muchkial village and furnish monthly progress report to the Registrar of this Court. S.M.Case is adjourned to a date to be fixed by the office after winter vacation."

26. The proceedings of the case continued on 17-03-2011, 24-4-2011, 27-04-2011, 16-05-2011, 23-05-2011, 14-06-2011, 02-08-2011, 12-09-2011, 11-10-2011 and 21-11-2011. On 24.11.2011, the Executive Engineer and Project Director appeared before the court and submitted that out of total cost of project i.e. Rs. 11 Crores an amount of Rs. 9 Crores had already been paid to the contractor for the work done till June, 2011. The Court made an order which reads as follows: -

> "The Advocate General has stated that presently the charge of Finance Secretary is with Chief Secretary, and probably due to the other engagements, the Chief Secretary has not been able to attend this matter and depute a representative to appear before this Court.
>
> The XEN & P.D. having explained the position has submitted that out of total cost of project of Rs. 11 Crore, an amount of Rs. 9 Crore has been paid to the contractor for the work done by him up till June 2011, and outstanding liability of department for the work done by the contractor after June 2011, amounting to rupees about 60 lac is payable and without payment outstanding liability for the work done as per direction of this court, the contractor may not be able to continue with the project.
>
> Be that as it may be, the completion of project within target date is in the public interest and failure of department to make payment to the contractor may cause delay in the project. The Chief Secretary will ensure the release of amount is question before 10th of December 2011 and department should make payment before 15th December 2011 to the contractor to avoid any further delay in the work.
>
> The XEN B&R Division Gilgit will submit a compliance report to the Registrar of this court by 15th of December, 2011. The case is accordingly adjourned for a date in office."

27. The proceedings of the case remained in progress on 13.03.2013, 06.03.2013 and 08.04.2013 when a report dated 8th

May, 2013 was submitted and the same was placed on record which reads as follows: -

"No. E-2/310-Rcc-Brg/2010/Danyoure
GOVERNMENT OF GILGIT-BALTISTAN
EXECUTIVE ENGINEER **PUBLIC WORKS DEPARTMENT**
B&R DIVISION GILGIT
****
Dated: 08th May,2013

To
The Registrar
Supreme Appellate Court
Gilgit-Baltistan

Subject: **PROGRESS REPORT OF DEVELOPMENT SCHEME "CONST: OF RCC BRIDGE DANYOURE.**

It is submitted that the subject cited bridge is completed in all respect, and ready for inauguration.

Report submitted for information of the honourable Supreme Appellate Court please.

-sd-
Sub Divisional Officer
B&R Sub Division-I

-sd-
Executive Engineer
B&R Division Gilgit

Countersigned
-sd-
Superintending Engineer, Works Department Gilgit Circle.

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Gilgit, the 8th May, 2013.

To
The Registrar,
Supreme Appellate Court Gilgit-Baltistan,
Gilgit.

Subject: **SMC NO. 06/2009 (DANYORE RCC BRIDGE)**

In compliance of the order sheet of dated 8-4-2013, the RCC Bridge Danyore of 660 feet span and 50 feet wide completed and in operational since 30th April, 2013 after achieved the optimal strength of re-enforcement cement concrete. The Bridge has been opened for all kind of vehicles on 30th April, 2013.

2. However, a formal inauguration by Chief Minister, Gilgit-Baltistan has been scheduled to be on 12th May, 2013.

Report is submitted as asked for please.

-Sd-
(ENGR. HIMATULLAH)
Project Director
RCC Bridge Danyore"

28. The survey of the preceding discussion makes abundantly clear that if the Court had not kept constant watch on

the construction of the Danyore RCC Bridge, it might had not completed within next five years. This is a technical job, however, the Court got the said bridge completed within adequate time despite of the fact that there were innumerable hurdles and the somersaults of the departmental officials as well as the Contractor.

29. The mere perusal of the above given details reveals that the court remained vigilant on each and every date of hearing and ultimately, the report dated 08th May, 2013 is on record and the construction of the bridge by the grace of God is complete in all respect and has been made functional for all kinds of traffic and the same is now operational for convenience of the public at large.

30. In view of the above discussion and details, no further action is required in the matter and this Suo Moto Case No. 06/2009 stands disposed of.

Chief Judge

Judge

Judge