

Review Petition No. PPRA/RP-06/2026
Government of Pakistan
Public Procurement Regulatory Authority
(Appeal & Review Petition Secretariat)
1st Floor, FBC Building, G-5/2, Islamabad
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ORDER

M/s Haji Sakhi Dad

...the "Petitioner"

Vs.

Deputy Director, Headquarter Logistic Area, Quetta, etc.

...the "Respondents"

Date of Hearing	Dr. G.M. Chaudhry (ASC)
29.09.2026	(On behalf of the Petitioner)
	Maj. Waseem Akram
	(On behalf of the Respondent i.e., HQ QLA)

REVIEW PETITION UNDER RULE 19(3) OF THE PUBLIC PROCUREMENT RULES, 2004 AGAINST THE ORDER / DECISION PASSED BY THE RESPONDENT VIDE LETTER NO.6308/606/QTA/ST-6A-8LPWDYA DATED 19.11.2024 CIRCULATED VIDE LETTER NO. 906/ST6A-90I1U6 DATED 26-12-2024 BY THE RESPONDENT NO.2.

The Authority received the titled Review Petition on 14.07.2026, filed by M/s Haji Sakhi Dad ("the Petitioner"), under Rule 19(3) of the Public Procurement Rules, 2004 against the Blacklisting Order issued by Respondent (Deputy Director, Headquarter Logistic Area, Quetta).

2. At the very outset, learned counsel of the Petitioner i.e., M/s Haji Sakhi Dad submitted that the petitioner is a registered contractor of the Respondent Department for approximately 27 years and has throughout maintained an unblemished record, with no complaint of corruption, illegal practice, or misconduct against it. On 04.04.2025, the



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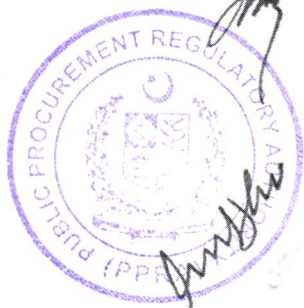
Petitioner received a letter dated 26.12.2024 whereby it was informed that it had been blacklisted for a period of ten years pursuant to letter No. 6308/606/Qta/ST6A-8LPWDYA dated 19.11.2024 issued by Respondent No.2.

3. The counsel of the Petitioner also submitted that the impugned blacklisting was imposed without any prior notice or show-cause notice, inquiry or investigation, or opportunity of hearing and defence. It was neither informed of the allegations against it nor afforded an opportunity to explain or contest the same. The impugned action, therefore, was alleged to be contrary to the principles of natural justice, due process and fair hearing.

4. The counsel of the Petitioner further submitted that, after receiving the said impugned communication, it suffered a serious cardiac condition and remained under treatment at Aga Khan University Hospital, Karachi, from 13.04.2025 to 21.04.2025 and again from 17.11.2025 to 24.11.2025. It asserted that its recovery continued for more than one year and, due to its medical condition, it was unable to pursue the matter earlier. The relevant medical, admission and discharge documents were stated to be annexed with the Petition.

5. The counsel of the Petitioner also submitted that the impugned decision dated 19.11.2024, communicated through letter dated 26.12.2024, was unlawful, arbitrary and contrary to the facts and record. It maintained that no specific offence, misconduct, contractual default, corrupt practice, or failure to perform any contractual obligation had been established against it, nor had any independent inquiry or investigation been conducted before imposing the severe penalty of ten-year blacklisting.

6. The counsel of the Petitioner further submitted that the impugned action was allegedly based upon disclosure, verbal information or a statement of another official who was



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reportedly apprehended in November 2023 for smuggling / illegal activities. The Petitioner asserted that no independent evidence, corroboration or inquiry established its involvement, participation, facilitation or receipt of any benefit from the alleged acts of the said official. According to the Petitioner, it could not lawfully be penalized for the alleged acts of another person.

7. The counsel of the Petitioner also added that the concerned Army officer was not posted at Quetta and was not in a position to favour any contractor or party, nor did he possess independent authority to award or cancel a tender or disregard the prescribed SOPs. Therefore, merely relying upon the alleged disclosure of such person, without establishing any nexus or wrongdoing on the part of the Petitioner, was stated to be legally unsustainable.

8. The counsel of the Petitioner further argued that, it had successfully completed all works and assignments awarded to it under the relevant bids / contracts and had never failed to perform its contractual obligations. It further asserted that, during its approximately 27 years association with the Respondent Department, no breach of contract, misconduct, false or fabricated information, or other adverse finding had been established against it. Consequently, the impugned blacklisting was alleged to be based on assumption rather than any proved violation.

9. The counsel of the Petitioner also submitted that, it had neither furnished false, fabricated or misleading information for obtaining any contract nor committed any act warranting blacklisting. It alleged that it had been made a scapegoat to protect the actual persons responsible for the alleged misconduct. The ten-year blacklisting, being unsupported by any established wrongdoing and in violations of Blacklisting Regulations namely "*Mechanism of Blacklisting and Debarment of Bidders and Contractors Regulations, 2024*



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and imposed without due process, was stated to have caused irreparable loss to its business and professional standing and, therefore, warranted its delisting.

10. At the last, the counsel of the Petitioner further submitted that the instant Review Petition was filed within the prescribed period, reckoned from the date of receipt / knowledge of the impugned decision, and that the prescribed review fee had also been deposited, with the valid challan placed on record. It accordingly maintained that the Petition was competent and maintainable. Therefore, the Petitioner prayed that the impugned order / decision dated 19.11.2024, communicated through letter dated 26.12.2024, be set aside, being passed without notice, hearing, inquiry or proof of any misconduct or contractual default, and that M/s Haji Sakhi Dad be delisted from the list of blacklisted contractors, in the interest of justice, equity and fair play.

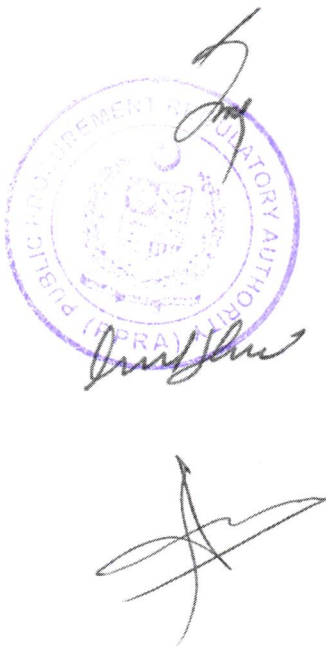
11. On the other side, learned Representative of the Respondent i.e., Deputy Director, Headquarter Logistic Area, Quetta, submitted that the Petitioner i.e., M/s Haji Sakhi Dad is a registered ASC Contractor, registered on 13.11.2009 after completion of all prescribed formalities. The firm remained actively engaged in the tendering process thereafter and was awarded various contracts during the years 2020/21 to 2023/24. During 2020/21, the firm held 10 own contracts involving Meat/Chicken, Vegetable/Fruit, Firewood, HL, Group DP Akrani Kach, Firewood Khuzdar and DP Gashkore, with a total value of 107.656 Million. During 2021/22, it held 07 own contracts valued at 39.529 Million; during 2022/23, 09 own contracts valued at 495.056 Million; and during 2023/24, 07 own contracts valued at 79.695 Million. The said record demonstrates the firm's continued participation in public procurement.

12. At the outset, the Representative of the Respondent raised preliminary objection regarding the maintainability of

the instant Petition. The petition in hand is admittedly filed on 14.07.2026 against the impugned blacklisting order dated 01.03.2025 and same was received on 17.03.2025 to the Petitioner, therefore, the instant petition is badly barred by limitation as prescribed under Rule 19(3) of the PP Rules, 2004, i.e., 30 days. Further submitted that the blacklisting proceedings were initiated in accordance with Rule 19(a) of the Public Procurement Rules, 2004, read with SRO 834(I)/2021, particularly the definition of "corrupt practices", which includes offering, giving, receiving or soliciting, directly or indirectly, anything of value to influence the act of another party for wrongful gain. A detailed internal inquiry was conducted at Quetta, wherein the Board of Officers established the involvement of the Petitioner firm in corrupt practices by way of illegal gratification to individuals associated with the contracting process of the Procuring Agency.

13. The Representative of the Respondent further submitted that three officials of the Procuring Agency were found involved in the matter and were terminated from service after admitting receipt of illegal gratification. During the Court of Inquiry held at Quetta on 26.12.2023, the owner of the Petitioner firm was specifically called and questioned and, during the proceedings, confessed to having paid cash amounting to Rs.0.5 million. He was afforded a fair and adequate opportunity to make his statement and place his version of the matter before the inquiry.

14. The Representative of the Respondent also added that the Petitioner's assertion regarding the blacklisting proceedings were contrary to law is misconceived. Rule 19(a) of the PP Rules, 2004 expressly authorizes the Procuring Agency to devise and apply a mechanism for blacklisting and debarment and provides for blacklisting and cross-debarment for a period not exceeding ten years where corrupt or

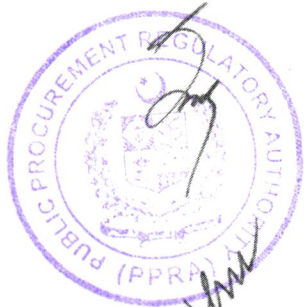


fraudulent practices are established against a bidder in accordance with the prescribed blacklisting proceedings. The impugned action was, therefore, taken pursuant to the applicable legal and regulatory framework and on the basis of findings emerging from the inquiry.

15. The Representative of the Respondent further argued and submitted that the Petitioner's reliance upon an alleged verbal statement of a Government official is also misplaced. The concerned official admitted receipt of illegal gratification from the Petitioner firm as well as from ten other firms, and all such firms were blacklisted by the competent contract-sanctioning authority following a detailed inquiry. The allegation subsequently raised by the Petitioner regarding the said official's alleged involvement in smuggling is irrelevant to the present proceedings, particularly as no such allegation was established during the inquiry.

16. The Representative of the Respondent also submitted that the Petitioner's plea was no basis, for the blacklisting is further contradicted by the Petitioner's own appearance before the Court of Inquiry and the statement recorded therein. The owner admitted his contact with the concerned officer and payment of Rs.0.5 million, although payment of cash gratification is neither a prescribed practice nor a requirement under the procurement procedure. Moreover, the contract deed executed between the parties expressly empowers the officer sanctioning the contract to rescind the contract where the contractor is guilty of fraud or directly or indirectly gives, promises or offers any bribe, gratuity, gift, loan, reward, advantage or pecuniary benefit to any officer or person in Government service.

17. The Representative of the Respondent further added that the contract conditions also authorize the officer sanctioning the contract to terminate the contract where, in his opinion, the contractor is guilty of or suspected of any

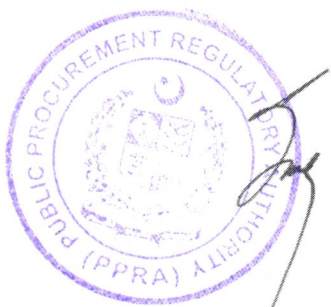


anti-State or other undesirable activity, without requiring such officer to explain or justify the reasons for forming such opinion. The contractual conditions, therefore, independently reinforce the authority of the Procuring Agency to take action against conduct involving bribery, gratification or other prohibited practices.

18. The Representative of the Respondent also submitted that the Petitioner's assertion, no complaints regarding its previous performance is not disputed; however, such contention is irrelevant to the impugned blacklisting order. The action was not founded upon poor performance, failure in supply or contractual default, but upon the finding of the Petitioner's involvement in corrupt practice and illegal gratification established during the inquiry. Likewise, the Petitioner's subsequent denial of the statement attributed to it during the inquiry is an attempt to disassociate itself from the findings and consequences arising from the proceedings, notwithstanding the opportunity afforded to it during the inquiry.

19. The Representative of the Respondent also added that the Petitioner's contention regarding the grounds for blacklisting were not disclosed is also without substance, as the basis of the impugned action has been consistently stated, namely, the establishment of corrupt practice and payment of illegal gratification. Similarly, the Petitioner's assertion regarding the timing of blacklisting has no merit, as all firms found involved in the matter were blacklisted after completion of their respective contract periods, and payments against supplies had already been processed and cleared through the prescribed billing and payment procedures.

20. At the last, the Representative of the Respondent also submitted that, with regard the allegation on the Procuring Agency failed to take action against its own officials, is factually incorrect. All three officials found involved in the



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matter were terminated from service, while all eleven contractors found involved in the case were blacklisted by the competent authority.

21. At the very last, the Representative of the Respondent further added and submitted that the impugned blacklisting order dated 01.03.2025 was passed on the basis of a duly conducted inquiry and established involvement of the Petitioner in illegal gratification, in violation of the applicable PPRA integrity requirements and contractual obligations. No procedural, legal or constitutional defect has been demonstrated by the Petitioner. Accordingly, the Review Petition is devoid of merit and liable to be dismissed, and the blacklisting order dated 01.03.2025 is liable to be upheld.

22. The Review Petition Committee (the Committee") heard the learned counsel and representative of the parties and examined the record. At the outset, the Committee considers it appropriate to determine the question of maintainability of the Review Petition before examining its merits.

23. Firstly, the Committee observed that the instant Review Petition was filed by M/s Haji Sakhi Dad on 14.07.2026 under Rule 19(3) of the Public Procurement Rules, 2004. The Respondent has raised a preliminary objection that the Petition is barred by the prescribed period of 30 days. The Respondent has stated that the impugned blacklisting order dated 01.03.2025 was received by the Petitioner on 17.03.2025. On the other hand, the Petitioner referred to the blacklisting decision dated 19.11.2024, communicated through letter dated 26.12.2024, which, according to it, was received on 04.04.2025.

24. The Committee also observed that, notwithstanding the discrepancy in the dates referred to by the parties, the Review Petition filed on 14.07.2026 is beyond the prescribed



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period of thirty days even if the Petitioner's own assertion of receipt on 04.04.2025 is accepted. Accordingly, the Petition is ex facie barred by limitation.

25. The Committee further observed that the Petitioner has sought to explain the delay on medical grounds, stating that it suffered a serious cardiac condition and remained under treatment at Aga Khan University Hospital, Karachi, from 13.04.2025 to 21.04.2025 and again from 17.11.2025 to 24.11.2025, and that its recovery continued thereafter. The Committee, however, finds that the stated periods of hospitalization do not account for the entire period of delay extending from the date of receipt / knowledge of the impugned decision until 14.07.2026. No sufficient explanation has been furnished covering the intervening period.

26. The Committee also observed that the Petitioner has also challenged the blacklisting on merits, alleging absence of notice, show-cause notice, inquiry and opportunity of hearing, and disputing the allegations of corrupt practice and illegal gratification. The Respondent, in reply, has relied upon the inquiry conducted at Quetta, wherein the Petitioner's involvement was allegedly established, including the statement of its owner regarding payment of Rs.0.5 million, and has maintained that the blacklisting was undertaken under the applicable legal and regulatory framework. The Respondent has further stated that the three officials involved were terminated and all eleven contractors found involved were blacklisted.

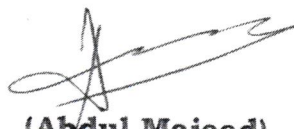
27. The Committee, however, considers that once the Review Petition itself is found to be barred by limitation, it is not necessary to examine the substantive grounds challenging the blacklisting order. The statutory period having expired, the Petition cannot be entertained merely by raising grounds on merits or by relying upon subsequent

circumstances which do not satisfactorily explain the entire delay.

28. In view of the foregoing, the Committee is of the considered view that the Review Petition, dated 14.07.2026 was filed beyond the period prescribed under Rule 19(3) of the Public Procurement Rules, 2004, and the Petitioner has failed to establish any sufficient ground to overcome the delay. The Petition is, therefore, **time-barred and consequently not maintainable**. In consequence thereof, the Committee does not consider it necessary to adjudicate upon the merits of the grounds raised against the impugned blacklisting order. Consequently, the impugned Blacklisting Order shall remain intact and continue to operate.

29. Accordingly, the Review Petition filed by M/s Haji Sakhi Dad is hereby **dismissed as time-barred and not maintainable**.


(Dr. Muhammad Aslam Waseem)
Director General (Legal)
(Member)


(Abdul Majeed)
Sr. Specialist (M&E)
(Member)


(Hasnat Ahmad Qureshi)
Managing Director (PPRA)
(Chairman of the Committee)

Dated: 12th October, 2026

Note: A copy of this order is being forwarded to Director-IT, PPRA-Islamabad, for information.

Each page of the order has been signed by all members of the Review Petition Committee. The order comprises of ten (10) pages.

