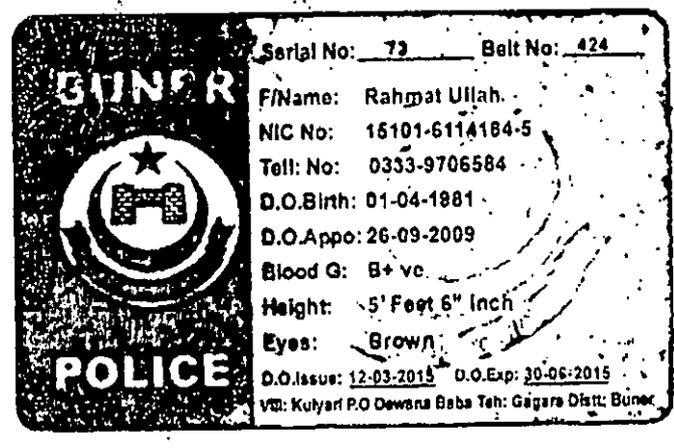
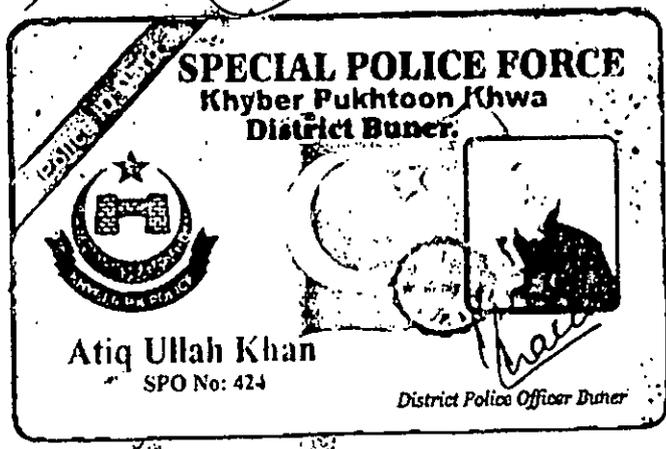


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C.T.C. Rahmat
M

C.T.C.
Rahmat

ORDER

(A) (B) (9) Max 'H'

SPO Attiqullah No.424 while appointed on contract basis and posted to Police Lines Daggar has been convicted for one year imprisonment by the court of Civil Judge 1st Daggar in a civil case No.2/10 dated 17/01/2019.

Therefore, he is hereby removed from service w.e.f his date of conviction i.e. 27/04/2019.


DISTRICT POLICE OFFICER,
BUNER

OB No. 76
Dated. 8/05/2019

C.T.C
Rahmed

C.T.C


(10) B1 (22)

HWC
An'ij



OFFICE OF THE
REGIONAL POLICE OFFICER, MALAKAND

AT SAIDU SHARIF SWAT.
Ph: 0946-9240381-88 & Fax No. 0946-9240390
Email: digmalakand@yahoo.com

B | 1

ORDER:

This order will dispose off appeal of Ex-Constable Atiqullah Khan No. 424 (Special Police Force) of Buner District for reinstatement in service

Brief facts of the case are that Ex-Constable Atiqullah Khan No. 424 (Special Police Force) was appointed on 01/09/2009 on contract basis and was removed from service because the was convicted for one year imprisonment by the court of Civil Judge 1st Daggar in a civil case No. 02/10 dated 17/01/2019. According to DD report No. 19 dated 27/04/2019, was sent to District Jail Daggar in the above quoted misappropriation / embezzlement case. Therefore, the appellant was removed from service vide DPO Buner office OB No. 76 dated 08/05/2019. According to DPO Buner currently no vacancy of SPO is lying vacant in Buner District.

The appellant has been removed from contract service on violation of contract. Hence his appeal perused and seen / filed.

Order announced.

(Signature)
MUHAMMAD SAEED, PSI
Regional Police Officer,
Malakand, at Saidu Sharif Swat.

No. 8/02 /E,

Dated 06/08 /2019.

Copy to District Police Officer, Buner for information and necessary action with reference to his office Memo: No. 4175/OHC, dated 02/07/2019.

C.T.C
Rahman
(Signature)

(11)

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Order---8

07.12.2019

Decree holder through attorney present. Judgment debtor

is not present. Tehsildar Tehsil Gagra is present in person and he submitted his report as well. As per report Tehsildar concerned tried his best to auction the decretal property; however no one participated in the auction proceedings. Tehsildar concerned sought time to ensure auction of the judgment debtor's property. Within ten days the said auction proceedings be completed, however Tehsildar concerned is directed to publicize the already framed terms and condition of service seven days prior to the auction date. File to come up for report of Tehsildar on 17.12.2019.

نقل بمطابق

دل زور
درسی ہے

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Announced

07.12.2019.

8592/-
Date of Application 12.12.19
Date of Receipt of File 12.12.19
Date of Preparation 12.12.19
Date of Notice 12.12.19
Words 2/10
Fees 4/-
Urgent Fees 11/-
Date of Delivery 12.12.19
Signature

Muhammad Jamil Khan
Civil Judge-I /Ilqa Qazi
Buner at Daggar.

ڈگریڈار بذریعہ مختیار خاص و مدیون ڈگری بذریعہ برادر خود حاضر۔

درخواست میں تاریخ پیشی مورخہ 17.12.2019 مقرر ہے تاہم حسب درخواست فریقین آج کیلئے طلب شد۔ درخواست میں فریقین نے تحریری راضی نامہ پیش کر کے، جس کی رو سے مختیار خاص ڈگریڈار اور برادر مدیون ڈگری کے مابین بمدخلت مشران راضی نامہ ہوا ہے۔ جس کی رو سے مدیون ڈگری کی جانب سے بحق ڈگریڈار رقم زر ڈگری مبلغ 7,50,000/- روپے کی ادائیگی ہو کر، مزید ڈگریڈار برخلاف مدیون ڈگری کارروائی اجراء چلانا نہیں چاہتا۔ اگر درخواست اجراء بہ ایفائے کامل داخل دفتر کیا جائے تو مختیار خاص کو کوئی اعتراض نہ ہے۔ اس نسبت بیان مشترکہ بیان مختیار خاص ڈگریڈار اور برادر مدیون ڈگری قلمبند ہو کر، شامل مسل شد۔ مختیار نامہ ڈگریڈار بطور EXPA اور نقل قومی شناختی کارڈ مختیار خاص ڈگریڈار EXPB ہے۔ تحریری راضی نامہ EXPC اور برادر مدیون کا نقل شناختی کارڈ بطور EXPD ہیں۔

اندریں حالات اجراء درخواست ہذا تحریری راضی نامہ اور مشترکہ بیان کو مد نظر رکھتے ہوئے، بہ ایفائے کامل داخل دفتر کیا جاتا ہے۔ قرقی کی کارروائی معطل کی جاتی ہے اور اس نسبت نوٹس اطلاعیابی ہمراہ نقل حکم ہذا تحصیلدار گراہ کو مرسل ہو۔ نیز مدیون ڈگری اجراء درخواست ہذا میں قید دیوانی سے رہا کیا جاتا ہے۔ خرچہ کے بابت کوئی حکم نہ ہے۔ مسل درخواست ہذا بعد از ضروری ترتیب و تکمیل داخل دفتر ہو۔

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2019
(محمد جمیل خان)

Muhammad Jamil Khan
Civil Judge-I/I.Q./I.M./I.E.C

TRUE COPY

EXAMINER

District & Session Judge Buner

Authorized by S.O. of

Order 1884

12/12/19

حکم سنایا گیا

10.12.2019

سول جج ر علاقہ قاضی اول بونیر۔

C.T.C
Rahman

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بیان عمل رازق سید ولد عثمان سید مکہ گڈ
 حیدرآباد، تحصیل ڈیر، ضلع بوٹہ برصغیر
 بیان کیا کہ میں ڈگری دار کا مختار خاص ہیں میرا
 مختار نام Exp A ہے جبکہ نقل شناسی Exp B ہے
 من مختار ڈگری دار نے مدیون ڈگری عتیق اللہ
 کے ساتھ راضی نامہ کیا ہے۔ راضی نامہ Exp C
 ہے۔ من مختار ڈگری دار نے مدیون کے کھانڈے کی
 جو آج میرے ساتھ عدالت میں موجود ہے، سے
 مبلغ 750,000 روپے وصول کر کے مدیون کے ذمہ
 ڈگری دار کے قبضے میں رہا ہے۔ لہذا
 ڈگری دار کے اجراء بہ ایفائے کامل و دخل دفتر
 ضمانتی جانے تو من مختار ڈگری دار کو کوئی
 اعتراض نہیں ہے۔ حسب اہلہ برادر مدیون کی
 نقل شناسی کا کارڈ Exp D ہے۔

مکمل رازق سید (مختار دار)
 سکرٹری

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CNIC # 15101-9095509-7
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Official & Signature Stamp of
 Muhammad Jamil Khan
 Civil Judge-II, O.J.M/J.C.
 Honour at Baghar

Muhammad Jamil Khan
 Civil Judge-II, O.J.M/J.C.
 Honour at Baghar

Baghar

جسٹس

CNIC # 15101-2474578-3

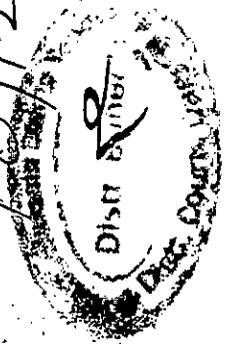
C.T.C
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12/12-118



[Signature]

04 DEC 2019

James E. Turner

(14)

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JUDGMENT SHEET
PESHAWAR HIGH COURT,
MINGORA BENCH SWAT
(Judicial Department)

W.P. No. 30-M/2020
With Interim Relief

JUDGMENT

Date of hearing: **23.11.2021**

Date of announcement: **24.11.2021**

Petitioner:- (Atiqullah Khan) by Mr. Mushtaq Ahmad Khan, Advocate.

Respondents (DPO Buner & others) by M/S Raza-ud-Din Khan, Addl:A.G, Sohail Sultan and Alam Khan Adenzai, Astt: A.Gs along with Mr. Naeem Khan, DSP Legal, in person.



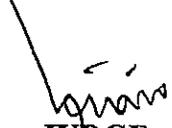
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EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub - Registry, Buner

WIQAR AHMAD, J.- Vide our detailed judgment passed in connected writ petition No.549-M of 2019 titled "Bacha Zada & others v/s DPO Swat & others", the instant writ petition is disposed of, as per the decision given therein.

ANNOUNCED
Di: 24.11.2021

Certified to be true copy


JUDGE


EXAMINER
Peshawar High Court, Mingora Bench/Dar-ul-Qaza, Swat
Sub Registry, Buner
Authorized Under Article 87 of Qanoon-e-Shahadat Order, 1984


JUDGE

29/11/21

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JUDGMENT SHEET

**PESHAWAR HIGH COURT,
MINGORA BENCH SWAT
(Judicial Department)**

1. **W.P. No. 549-M/2019**
With Interim Relief

2. **W.P. No. 1108-M/2019**
With Interim Relief

3. **W.P. No. 1122-M/2019**

4. **W.P. No. 30-M/2020**
With Interim Relief

5. **W.P. No. 325-M/2020**

6. **W.P. No. 429-M/2020**
With Interim Relief

7. **W.P. No. 518-M/2020**
With Interim Relief

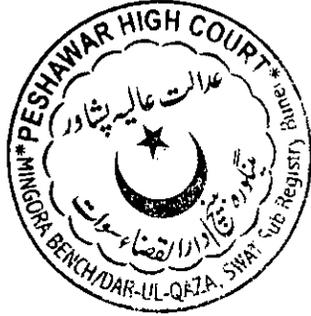
8. **W.P. No. 702-M/2020**
With Interim Relief

9. **W.P. No. 845-M/2020**
With Interim Relief

10. **W.P. No. 1262-M/2020**
With C.M. No. 1245/2020

11. **W.P. No. 1368-M/2021**
With Interim Relief

12. **W.P. No. 2-C/2021**



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EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub - Registry, Buner

JUDGMENT

Date of hearing: **23.11.2021**

Date of announcement: **24.11.2021**

**Petitioners:- (Bacha Zada & others) by M/S
Gauhar Ali Khan, Arshad Alam Khan, Munir
Ahmad, Mushtaq Ahmad Khan, Shaukat Ali**

Nawab (D.B.)

Hon'ble Justice Ms. Munarrat Hilali
Hon'ble Mr. Justice Wiqar Ahmad

(15)

Awan, Aurangzeb Khan, Rafiq Ahmad, Sabir Shah, Muhammad Javaid Khan, Shams-ul-Hadi, Muhammad Irshad Khan and Muhammad Ismail Oureshi, Advocates.

Respondents (DPO Swat & others) by M/S Raza-ud-Din Khan, Addl: A.G, Sohail Sultan and Alam Khan Adenzai, Astt: A.Gs along with Mr. Naeem Khan, DSP Legal, in person.

WIQAR AHMAD, J.- Through this single judgment, we intend to dispose of W.P. No. 549-M/2019, W.P. No. 1108-M/2019, W.P. No. 1122-M/2019, W.P. No. 30-M/2020, W.P. No. 325-M/2020, W.P. No. 429-M/2020, W.P. No. 518-M/2020, W.P. No. 702-M/2020, W.P. No. 845-M/2020, W.P. No. 1262-M/2020, W.P. No. 1368-M/2021 and W.P. No. 2-C/2021, as interpretation of similar question of law is required for disposal of these connected petitions.



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EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub-Registry, Buner

2. Brief facts of each case are given hereunder;

W.P. No. 549-M/2019

Petitioner has contended in his writ petition that he had been appointed on contract basis as Special Police Officer ("SPO") in Police Department in the year 2009. His contract service had also been extended from time to time. Thereafter, vide the impugned order dated 07.02.2019, issued by respondent No. 1 services

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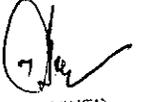
of the petitioner were terminated citing the reason that he had been habitual absentee.

W.P. No. 1108-M/2019

Petitioner has contended in his writ petition that he had been appointed on contract basis as Special Police Officer ("SPO") in Police Department vide order dated 01.09.2010. His contract service had also been extended from time to time. Thereafter, vide the impugned order dated 25.04.2019, issued by respondent No. 4 services of the petitioner were terminated citing the reason that he had been habitual absentee. Petitioner also filed an appeal before the appellate authority i.e. respondent No. 3, which was also dismissed vide order dated 06.08.2019.



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EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub-Registry, Buner

W.P. No. 1122-M/2019

Petitioner has contended in his writ petition that he had been appointed on contract basis as Special Police Officer ("SPO") in Police Department vide order dated 24.09.2011. His contract service had also been extended from time to time. Thereafter, vide the impugned order dated 04.07.2019, issued by respondent No. 1 services of the petitioner were terminated citing

Nawab (D.B.) Hon'ble Justice Ms. Musarrat Hishali
Hon'ble Mr. Justice Wiqar Ahmad

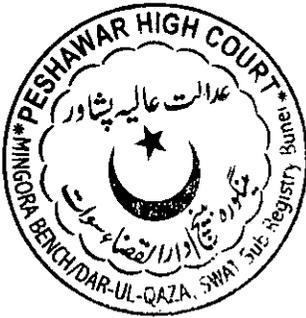
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the reason that he had been maintaining close links with drug sellers. Petitioner also filed an appeal before the appellate authority i.e. respondent No. 3, which was also dismissed vide order dated 16.08.2019.

W.P. No. 30-M/2020

Petitioner has contended in his writ petition that he had been appointed on contract basis as Special Police Officer ("SPO") in Police Department vide order dated 01.09.2009. His contract service had also been extended from time to time. Thereafter, vide the impugned order dated 08.05.2019, issued by respondent No. 1 services of the petitioner were terminated citing the reason of sending the petitioner to civil prison for a period of one year. Petitioner also filed an appeal before the appellate authority i.e. respondent No. 2, which was also dismissed vide order dated 06.08.2019.



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EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub - Registry, Buner

W.P. No. 325-M/2020

Petitioner has contended in his writ petition that he had been appointed on contract basis as Special Police Officer ("SPO") in Police Department vide order dated 22.03.2017.

Nawab (D.B.) Hon'ble Justice Ms. Musarrat Hali
Hon'ble Mr. Justice Wiqar Ahmad

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Thereafter, vide the impugned order dated 08.10.2018, issued by respondent No. 1 services of the petitioner were terminated citing the reason of conviction of the petitioner in a criminal case registered vide FIR No. 1637 dated 08.10.2018 under sections 324, 353 PPC at PS Gagra District Buner. Petitioner also filed an appeal before the appellate authority i.e. respondent No. 2, which was also dismissed vide order dated 10.01.2019.



W.P. No. 429-M/2020

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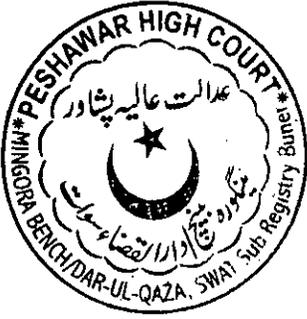

EXAMINER
PESHAWAR HIGH COURT
Mingora Bench/Dar-ul-Qaza Swat
Sub - Registry, Buner

Petitioner has contended in his writ petition that he had been appointed on contract basis as Special Police Officer ("SPO") in Police Department vide order dated 01.09.2009. His contract service had also been extended from time to time. Thereafter, vide the impugned order dated 24.10.2019, issued by respondent No. 4 services of the petitioner were terminated citing the reason that he had been having contacts with notorious drug peddlers. Petitioner also filed an appeal before the appellate authority i.e. respondent No. 3, which was also dismissed vide order dated 02.12.2019.

Nawab (D.B.) Hon'ble Justice Ms. Musarrat Hilali
Hon'ble Mr. Justice Wiqar Ahmad

W.P. No. 518-M/2020

Petitioner has contended in his writ petition that he had been appointed on contract basis as Special Police Officer ("SPO") in Police Department in the year 2009. His contract service had also been extended from time to time. Thereafter, vide the impugned order dated 19.08.2019, issued by respondent No. 4 services of the petitioner were terminated citing the reason that petitioner had been a drug addict and having links with drug sellers. Petitioner also filed an appeal before the appellate authority i.e. respondent No. 3, which was also dismissed vide order dated 02.12.2019.



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EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub - Registry, Buner

W.P. No. 702-M/2020

Petitioner has contended in his writ petition that he had been appointed on contract basis as Special Police Officer ("SPO") in Police Department vide order dated 13.01.2010. His contract service had also been extended from time to time. Thereafter, vide the impugned order dated 17.01.2020, issued by respondent No. 4 services of the petitioner were terminated citing the reason that he had been habitual absentee.

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Petitioner also filed an appeal before the appellate authority i.e. respondent No. 3, which was also dismissed vide order dated 08.04.2020.

W.P. No. 845-M/2020

Petitioner has contended in his writ petition that he had been appointed on contract basis as Special Police Officer ("SPO") in Police Department vide order dated 08.01.2009. His contract service had also been extended from time to time. Thereafter, vide the impugned order dated 01.02.2019, issued by respondent No. 3 services of the petitioner were terminated citing the reason of his involvement in corruption. Petitioner also filed an appeal before the appellate authority i.e. respondent No. 2, which was also dismissed vide order dated 16.08.2019.



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EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub - Registry, Buner

W.P. No. 1262-M/2020

Petitioner has contended in his writ petition that he had been appointed on contract basis as Special Police Officer ("SPO") in Police Department vide order dated 08.12.2010. His contract service had also been extended from time to time. Thereafter, vide the impugned order dated 04.07.2019, issued by respondent No. 3

Newab (D.B.) Hon'ble Justice Ma. Musarrat Hllali
Hon'ble Mr. Justice Wiqar Ahmad

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services of the petitioner were terminated citing the reason that he had been providing prior information to drug peddlers.

W.P. No. 1368-M/2020

Petitioner has contended in his writ petition that he had been appointed on contract basis as Special Police Officer ("SPO") in Police Department in the year 2009. His contract service had also been extended from time to time. Thereafter, vide the impugned order dated 07.02.2019, issued by respondent No. 4 services of the petitioner were terminated citing the reason that he had been habitual absentee. Petitioner also filed an appeal before the appellate authority i.e. respondent No. 3, which was also dismissed vide order dated 02.12.2019.



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EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub - Registry, Buner

W.P. No. 2-C/2021

Petitioner has contended in his writ petition that he had been appointed on contract basis as Special Police Officer ("SPO") in Police Department in the year 2009. His contract service had also been extended from time to time. Thereafter, vide the impugned order dated 24.04.2019, issued by respondent No. 3 services

of the petitioner were terminated citing the reason that he had been habitual absentee. Petitioner also filed an application before the appellate authority i.e. respondent No. 2.

3. Comments were called from respondents, which have accordingly been filed in some of the cases. Respondents have taken a similar stance in all these cases, wherein they contended that the petitioners had been appointed in Police Department purely on contract basis in order to facilitate the regular police force of the province. They have also contended that most of the petitioners have been found habitual absentees, while others have been having links with drug peddlers, therefore they were rightly removed from temporary service of police on account of their dubious characters.

4. Learned counsel appearing in all these petitions have taken a similar stance during their arguments and contended that their clients have been terminated on flimsy grounds by respondents/department and some of the termination orders have not been having reasons for termination. They further contended that



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EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub - Registry, Buner

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petitioners had been stigmatized on the strength of impugned termination orders even without conducting a proper inquiry against them and they have also not been extended opportunity of hearing prior to issuance of their termination orders. They also added that services of similarly placed employees have already been regularized on promulgation of the Khyber Pakhtunkhwa Special Police Officers (Regularization of Services) Act, 2019 (hereinafter referred to as "the Regularization Act 2019"), therefore the petitioners also deserved alike treatment.



ATTESTED

EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub-Registry, Buner

5. The learned Addl: A.G. submitted that all the petitioners in these connected matters had been contract employees and their contract appointments did not cloth them with a right of regularization. He also added that the competent authorities on their due satisfaction about the allegations leveled against the petitioners, had issued the impugned orders of their termination.

6. We have heard arguments of learned counsel for the petitioners, learned Law Officers appearing on behalf of official respondents and perused the record.

Nawab (D.B.)

Hon'ble Justice Ms. Musarrat Hilali
Hon'ble Mr. Justice Wiqar Ahmad

7. In all these cases grievances of the petitioners have not only been arising out of their termination but the manner in which their services were dispensed with. Learned counsel appearing on behalf of all the petitioners argued that through the impugned termination orders, serious allegations of misconduct had been leveled against the petitioners and they had also been stigmatized, but neither had the competent authority conducted a proper inquiry in these cases, nor had they been confronted with the allegations levelled against them. We, from perusal of the record and hearing learned Law Officers as well as departmental representative, have also come to the conclusion that prior to terminating services of the petitioners they have never been confronted with the allegations nor had proper inquiry been conducted in the cases by associating the respective petitioners. The issue of distinction between simplicitor termination of services in accordance with the terms of appointment and termination of services on the ground of misconduct had elaborately been explained by Hon'ble Supreme Court of Pakistan



ATTESTED


EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub-Registry, Buner

in its judgment rendered in the case of
"the Secretary, Govt: of Punjab through
 Secretary Health Lahore & others v/s Riaz-ul-
 Haq" reported as 1997 PLC (C.S.) 873, in the
 following words;



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 EXAMINER
 PESHAWAR HIGH COURT,
 Mingora Bench/Dar-ul-Qaza, Swat
 Sub - Registry, Buner

Without going into the controversy, as to whether the respondent's claim that he was a permanent employee, we may observe that there is a marked distinction between simplicitor termination of services in accordance with the terms of appointment and the termination of services on the ground of misconduct. There is no doubt that if a person is employed on contract basis and if the terms of employment provide the manner of termination of his services, the same can be terminated in terms thereof. However, if a person is to be condemned for misconduct, in that event, even if he is a temporary employee or a probationer, he is entitled to a fair opportunity to clear his position, which means that there should be a regular enquiry in terms of the Efficiency and Discipline Rules before condemning him for the alleged misconduct. In this regard, reliance has been placed by the learned counsel for the respondent on the case of Muhammad Siddiq Javaid Chaudhry v. The Government of West Pakistan (PLD 1974 SC 393), in which Waheeduddin Ahmad, J. has succinctly brought out a distinction between termination of services of a probationer on the ground of unsatisfactory performance and the ground of misconduct as follows:-

"In the light of the above discussion, it appears to me that a probationer is a person who is taken in service subject to the condition that it will attain a sure footing only if during the period that he is on probation he shows that he is a fit person to be retained in service. I agree with the view expressed in Muhammad Afzal Khan v. The Superintendent of Police, Montgomery and Riaz Ali Khan v. Pakistan, that a person who is on probation is subject to all checks to which a permanent servant is subject. He cannot, for example, refuse to obey orders, keep his own hours of duty, or indulge in any malpractice. In my opinion, if the service of a probationer is terminated on the ground of unsatisfactory work that will not amount to dismissal or removal from service, such termination will be in terms of the contract or the rules made by the Government but if the service of a probationer is terminated on the ground of misconduct that will amount to removal or dismissal. It will be a stigma in his favour. In the last mentioned case, the probationer will be

protected by the provisions of Article 177 of the Constitution of 1962 and will be entitled to a show-cause notice and a proper enquiry against him must be made."

8. The above view was reiterated by this Court in the case of *Pakistan (Punjab Province) v. Riaz Ali Khan* (1982 SCMR 770) as under: --



EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub - Registry, Buner

"From the pleadings of the parties it is clear that there was no latent stigma of misconduct but the sole ground of termination of service was his unsatisfactory work which was also apparent from the explanation submitted by the respondent. Therefore, the result of this appeal is concluded by a judgment of this Court reported as *Muhammad Siddiq Javid Chaudhry v. The Government of West Pakistan* (PLD 1974 SC 393). It was observed in this case at page 401 that a probationer is taken in service subject to the condition that it will attain a sure footing only if during the period that he is on probation he shows that he is a fit person to be retained in service; and if the service of a probationer is terminated on the ground of unsatisfactory work, it will not amount to dismissal or removal from service. Such termination will be in accordance with the terms of the contract or the Rules made by the Government in that behalf. However, a distinction was drawn that if such termination was on the ground of misconduct then it will be subject to the Constitutional protection which is not the case here."

9. We respectfully agree with the proposition of law as enunciated in the above reports. The same is in line with the view, which we are inclined to take and which has been highlighted hereinabove.

It may be observed that in the present case, inter alia the respondent was charged with defiance of the orders of his superiors, being rude to his colleagues, having concealed the factum of having a job of a Stenographer with the Board of Excellence of Education etc., which the respondent had denied and, therefore, there was a factual controversy which could not have been resolved without holding regular departmental disciplinary proceedings."

Further reliance in support of same ratio may also be placed on the judgments of Hon'ble Supreme Court of Pakistan reported as 1998 SCMR1445, 2001 SCMR 1566 and 2013 SCMR 1707.

8. Even in some of the cases termination orders have been deficient regarding the reasons for termination. We are also cognizant of the fact that the petitioners had been employed on contract basis but it is important to be noted that their contracts of service were being extended from time to time without there being execution of fresh contracts. Cases of the petitioners had not been those of simpliciter contract employees but employing of persons on contract in police department had also been provided in section 42 of the Khyber Pakhtunkhwa Police Act, 2017 (hereinafter referred to as "*the Act of 2017*"). Said section being relevant is reproduced hereunder for ready reference;



ATTESTED


EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub - Registry, Buner

42. Appointment of special police officers. —(1) Subject to rules, Head of District Police and Head of Units may against the posts approved by the Government appoint special police officers for special purposes or occasions when the police available to him is not sufficient to assist the police under his command.

(2) Every special police officer so appointed- shall, on appointment-

(a) receive a certificate in the prescribed form; and

(b) have such powers, immunities and perform such duties and have such responsibilities as determined by the Head of District and Head of Unit, as the case may be, in accordance with the standing orders issued by the Provincial Police Officer from time to time."

(29)

The authorities for employing police officials on contract had therefore been provided under the law. Though the contracts had earlier been executed but even after promulgation of the Act of 2017 such contract service of the petitioners had been kept continued as such and for the purpose of maintaining these constitutional petitions before this Court, it can safely be held that their services had in-fact been continued on contract in pursuance to the powers vested in the respective authorities by section 42 of the Act of 2017. Another aspect of these connected cases is that other employees similarly appointed on same terms and conditions by same authorities have been regularized in the service of police on promulgation of the Regularization Act 2019. In such situation it cannot be held that the cases of the petitioners had been those of simpliciter termination of contracts or that their services were being governed by the principle of master and servant. The petitioners had also not been provided a proper opportunity of hearing before getting their service contracts terminated. As held earlier, it had not been a simple matter of



ATTESTED


 EXAMINER
 PESHAWAR HIGH COURT,
 Mingora Bench/Dar-ul-Qaza Swat
 Sub - Registry, Buner

(30)

termination of the contracts but had the petitioners continued their services on contract they would have been able to claim the right of regularization under the Regularization Act 2019. Hon'ble Supreme Court of Pakistan in its judgment given in the case of "The University of Dacca through its Vice Chancellor & another v/s Zakir Ahmed" reported as PLD 1965 Supreme Court 90 has held that it was a boundan duty of government functionaries to observe the principles of natural justice even in absence of positive words to that effect in a statute or other legal document. Relevant part of observations of the Hon'ble Court is reproduced hereunder for ready reference;



ATTESTED


EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub - Registry, Buner

"This Court has already had occasion to point out in at least three cases, namely, in thee cases of the Chief Commissioner, Karachi v. Mrs. Dina Sohirab Katrak (PLD 1959 S C (Pak.) 45), Faridsons Limited v. Government of Pakistan (PLD 1961 SC 537) and Abdur Rahman v. Collector and Deputy Commissioner, Bahawalnagar and others (PLD 1964 SC 461) that in all proceedings by whomsoever held, whether judicial or administrative, the principles of natural justice have to be observed if the proceedings might result in consequences affecting "the person or property or other right of the parties concerned." This rule applies even though there may be no positive words in the statute or legal document; whereby the power is vested to take such proceedings, for, in such cases this requirement is to be implied into it as the minimum requirement of fairness."

Further ahead in the said judgment it was also observed;

"From a careful review of the decisions cited before us it appears that wherever any person or body of persons is

empowered to take decisions after ex post facto investigation into facts which would result in consequences affecting the person, property or other right of another person, then in the absence of any express words in the enactment giving such power excluding the application of the principles of natural justice, the Courts of law are inclined generally to imply that the power so given is coupled with the duty to act in accordance with such principles of natural justice as may be applicable in the facts and circumstances of a given case."

Similar findings had also been recorded by Hon'ble Supreme Court of Pakistan in the case of "Hazara (Hill Tract) Improvement through its Chairman and others v/s Mst. Qaisra Elahi and others" reported as 2005 SCMR 678 wherein it was held;



ATTESTED


EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub - Registry, Buner

"We have heard learned counsel for the parties and gone through the impugned judgment as well as available record carefully. The principle of natural justice enshrined in the maxim audi alteram partem is one of the most important principles and its violation is always considered enough to vitiate even most solemn proceedings. Reference in this behalf may be made to the case of Pakistan International Airlines Corporation and others v. Nasir Jamal Malik and others 2001 SCMR 934. In this judgment it has been held that where adverse action is contemplated to be taken against the person/persons, he/they has/have a right to defend such action, notwithstanding the fact that the statute governing their rights does not contain provision of the principle of natural justice and even in absence thereof it is to be read/considered as a part of such statute in the interest of justice. It is important to note that the principle of natural justice is now made inbuilt part of civil contracts like the one under discussion. This principle originates from Islamic System of Justice as evident from historical episode when Iblees was scolded for having misled Hazrat Adam (p.b.h.) into disobedience of Allah's command. Almighty Allah called upon Iblees to explain his conduct and after having an explanation from him which was found untenable, he was condemned and punished for all times to come. Thus, it is held that the principle of natural justice has to be applied in all kinds of proceedings strictly and departure therefrom would render subsequent actions illegal in the eye of law.

Further reliance in this respect may also be placed on the judgments of Hon'ble

(32)

Supreme Court reported as PLD 1964 Supreme Court 410, 2002 PLC (C.S.) 128 and 2003 PLC (C.S.) 497.

As stated earlier, while passing the impugned termination orders, we find that the rule of *audi alteram partem* have not been given due deference and petitioners have not been afforded a proper opportunity of hearing.



ATTESTED


EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub - Registry, Buner

9. We, in the circumstances, set aside all the orders impugned in the writ petitions mentioned above and direct that all the respective petitioners shall be restored on same terms and conditions on which they had been serving prior to their termination. The respective competent authorities may if so desire, conduct fresh inquiries against the petitioners wherein they shall also be confronted with the allegations leveled against them and should also be provided opportunity of hearing. Thereafter the competent authorities would be at liberty to pass any appropriate orders. Since the petitioners have not served the department during the intervening period, therefore they are not granted any back

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benefits. All these constitutional petitions are accordingly disposed of.



ANNOUNCED
Dt: 24.11.2021

[Signature]
JUDGE

ATTESTED

[Signature]
EXAMINER
PESHAWAR HIGH COURT,
Mingora Bench/Dar-ul-Qaza Swat
Sub - Registry, Buner

[Signature]
JUDGE

Certified to be true copy

[Signature]
EXAMINER
Peshawar High Court, Mingora Bench/Dar-ul-Qaza, Swat
Sub Registry, Buner
Authorized Under Article 87 of Qanoon-e-Shahadat Order, 1988

CU No. 28
Date of Application 06-12-21
Date of Receipt of File -
Date of Preparation 06-12-21
Date of Notice -
Words 20
Fees 90/-
Urgent Fees -
Date of Delivery 06-12-21
Signature *[Signature]*

Office
29/11/21

(34) (E)

پریسائنٹ

ملحوظ رہے

نقلہ 34 - تاریخ 26/02/2022

مدرسہ 34 / مدرسہ حاضری ماہ وقت 5:50 تا 6:15 بجے 26/02/2022 درج ذیل حکم
اسما وقت E کٹھران پھر علی 772 عتیق المسمک 424
نفاذ پھر 377 خاں 08 م - فورم حکیم یوحنا صیفا
دو ماہہ حال ہے کہ یو لیا اسٹا حاضرا کرتی حاضریا
درجہ روزنامہ خرم کر سکر سنا کو وجود رہنے کجا ہر ایتہ جونی

صافیاتی

نقل حکیمان اہل سے

~~mm~~
mm-p2 Dager
05-04-022

C.T.C
Rahman

پولیس برائے

خط دوسرے

نقلہ 29 روز تا 4 تا 05/04
022

مد 29 اطلاع خون / رپورٹ بر ماسگی کنڈران 10 وقت 15:10 فوراً
05/04 اس وقت OAS بر ماسگی کنڈران نے نذر خون اطلاع
022 دی کنڈران عشق اکبر sp0 نظر sp0 چھری sp0
کو کوال OB بر 54 فوراً 05/04 کو حکم پولیس بر ماسگی کنڈران
پس آمد اطلاع درجہ روز تا 4 تا 05/04

خاصی

نقلہ پانچ اطلاع

~~mm-pl. Daff~~
06-04-022

No. 58. Lo. Dagg (35)

26.02.022

No. 17 /Enquiry.

Dated 21-02-2022

CHARGE SHEET

F

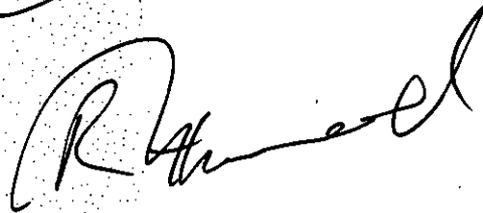
I, **Abdur Rashid Khan (PSP)**, District Police Officer, Buner as competent authority, hereby charge you **SPO Attigullah** while posted to **Police Lines Dagg** as follows:-

- ✓ That you was enlisted as contract employee on 01.09.2009 and the Court of Civil Judge 1st Dagg convicted you in a Civil Case for 1 year imprisonment.
- ✓ That on violation of contract and conviction in person, you were removed from service vide OB No. 76 dated 8/5/2019.
- ✓ That you has been re-instated in service on your pervious status as an outcome of the Honorable Peshawar High Court Mingora Bench's judgment dated 24.11.2021 passed vide WP # 30-M/2020 vide OB # 23 dated 11.02.2022 for the purpose of proper inquiry against you.

1. By reasons of the above, you appear to be guilty of misconduct and have to hold yourself liable to proceed against you departmentally.
2. You are; therefore, require to submit your written reply within 07 days of the receipt of this Charge Sheet to the Enquiry Office.
3. Your written reply, if any, should reach the Enquiry Committee within the specified period, failing which it shall be presumed that you have no defense to put in and in such case ex-parte action shall follow against you.
4. Intimate as to whether you desire to be heard in person or not?
5. A statement of allegations is enclosed


Abdur Rashid Khan (PSP)
District Police Officer,
Buner

C.T.C



(35)

6

DISCIPLINARY ACTION

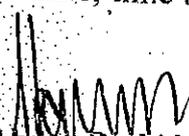
I, **Abdur Rashid (PSP)** District Police Officer, Buner as competent authority, is of the opinion that **SPO Atiqullah** while posted to **Police Lines** have rendered himself liable to be proceeded against departmentally and committed the following acts/omission.

STATEMENT OF ALLEGATIONS

- ✓ That you was enlisted as contract employee on 01.09.2009 and the Court of Civil Judge 1st Daggar convicted you in a Civil Case for 1 year imprisonment.
- ✓ That on violation of contract and conviction in person, you were removed from service vide OB No. 76 dated 8/5/2019.
- ✓ That you has been re-instated in service on your pervious status as an outcome of the Honorable Peshawar High Court Mingora Bench's judgment dated 24.11.2021 passed vide WP # 30-M/2020 vide OB # 23 dated 11.02.2022 for the purpose of proper inquiry against you.

1. For the purpose of scrutinizing the conduct of said officer with reference to the above allegations **Mr. Muhammad Shah Khan DSP HQ** is appointed as Enquiry Officer.
2. The Enquiry Officer shall conduct proceedings accordingly and shall provide reasonable opportunity of defense and hearing to the accused officer, record its findings and make within ten (10) days of the receipt of this order, recommendation as to punishment or other appropriate action against the accused officer.
3. The accused officer shall join the proceeding on the date, time and place fixed by the Enquiry Officer.

C.T.C
Rahman


Abdur Rashid (PSP)
District Police Officer,
Buner

OFFICE OF THE DISTRICT POLICE OFFICER, BUNER

No. 640 /Enquiry, Dated Daggar the 25/02/2022
Copy of above is sent to:

1. The Enquiry Officer for initiating proceeding against the accused official.
2. Concerned defaulter through Lines Officer Police Lines Daggar

FINAL SHOW CAUSE NOTICE

Abdur Rashid Khan (PSP), District Police Officer Buner as competent authority, hereby serve Final Show Cause upon you Atiqullah SPO while posted to Police Lines Daggar as follow.

- That you was enlisted as contract employee on 01.09.2009 and the Court of Civil Judge 1st Daggar convicted you in a Civil Case for 1 year imprisonment.
- That on violation of contract and conviction in person, you were removed from service vide OB No. 76 dated 8/5/2019.
- That you has been re-instated in service on your pervious status as an outcome of the Honorable Peshawar High Court Mingora Bench's judgment dated 24.11.2021 passed vide WP # 30-M/2020 vide OB # 23 dated 11.02.2022 for the purpose of proper inquiry against you.
1. Consequently, proper departmental proceedings were initiated against and the enquiry officer recommended you for awarding appropriate punishment.
 2. Subsequently, I am satisfied that you have found involved in counterfeited activities and I have therefore tentatively decided to award you one or more punishments including **dismissal from service**.
 3. You are therefore directed to show cause as to why the aforesaid punishments should not be awarded to you and further directed to intimate whether you desire to be heard in person as an opportunity of self-defense.
 4. If no reply to this Final notice is received within 7 days of its delivery, it shall be presumed that you have no defense to put in and in that case ex-parte action shall be taken against you.

CTC
Rahman

Abdur Rashid Khan (PSP)
District Police Officer,
Buner

No: 226 /Enquiry, Dated 16/03/2022.

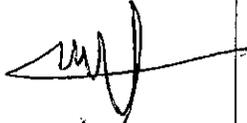
Cc:
✓ LO for service delivery.

NO 226/2022

انڈکس انکوائری

تاریخ: 21/2/22 برحسب سابقہ SPO عتیق اللہ ساکن کلیاڑی

کیفیت	تعداد قطععات	تفصیل کاغذات	S#
	03	انڈکس ہذا، فائنڈنگ رپورٹ	1
	02	سپارچ شیٹ نمبر 11 معہ ڈسپلنری ایکشن	2
	18	بیان عتیق اللہ SPO معہ عدالتی فیصلہ و دیگر کاغذات	3
	03	بیان گل رازق سید ساکن ہاجک، نقولات راضی نامہ، اقرار نامہ	4
	03	رپورٹ SHO گا کر، فائنل رپورٹ معہ درخواست DRC	5
	04	نقولات برحسب سٹی، بحالی عتیق اللہ، نقلد معہ جیل وارنٹ	6
	05	پروانہ حیات دفتر ڈی ایس پی ہسپڈ کوارٹرز بونیر	7
	38	میزان کل	


 R. DSP. H. Per
 Dinesh
 10/2/22

C.T.C



(38)

(انکوائری رپورٹ)

جناب عالی!

بجوالہ مشمولہ چارج شیٹ نمبری: 11 مورحہ: 21/2/22 و ڈسپلنری ایکشن نمبری: 640/E مورحہ:
25/2/22 برخلاف سابقہ SPO کنسٹیبل عتیق اللہ ساکن کلیاڑی معروض خدمت ہوں کہ مذکورہ مورحہ:
1/9/09 کو محکمہ پولیس میں بحیثیت SPO کنسٹریکٹ پر بھرتی ہوا، عدالت سول جج 1 نے ایک سول مقدمہ میں
ایک سال سزا یاب کیا، مذکورہ SPO کنسٹریکٹ معاہدہ کی خلاف ورزی کا مرتکب ہو کر بجوالہ آرڈر ایک نمبر
76 مورحہ: 08/05/19 محکمہ پولیس سے برخاست ہوا، جبکہ بجوالہ عدالتی فیصلہ نمبری: WP#30-M/2020
مورحہ: 11/2/22 عدالت پشاور ہائی کورٹ پنجاب و القضا سوات نے بجالی کے احکامات فرما کر فیصلہ میں یہ بھی
تسریر کیا ہے کہ محکمہ آزاد ہے کہ اندریں سلسلہ محکمہ انکوائری عمل میں لائے۔

جناب DPO صاحب یونیسر نے مذکورہ کے نام ڈسپلنری ایکشن و چارج شیٹ بالا حباری کر کے مجھے بعرض
انکوائری مارک کی ہے۔

انکوائری شروع کر کے الزام علیہ SPO کنسٹیبل عتیق اللہ کا بیان قلمبند ہو کر مذکورہ نے واضح کیا کہ وہ
سال 2009 کشیدہ حالات میں بحیثیت SPO بھرتی ہو کر سال 2016 میں اسکے بھائی حبیب اللہ نے
مسکی انور زیب ساکن ہاجلہ سے موٹر کار بحوض 9,50000 روپے خرید کر جس میں مبلغ 2 لاکھ روپے نقد ادا کئے جبکہ بقایا
رہتم 7,50000 روپے 4 ماہ بعد ادا کرنے تھے مگر وہ مقررہ مدت میں متذکرہ رہتم ادا کرنے میں ناکام رہا، اس
نے مسکی انور زیب کو یقین دہانی کرائی کہ مطلوبہ رہتم کی ادائیگی وہ کر دینگا، اس بارہ بمقام دیوانہ بابا سادہ پر معاہدہ تسریر کیا
جس پر اسکے دستخط ثبت تھے، اس کے قریباً چار ماہ بعد اسے معلوم ہوا کہ مذکورہ انور زیب نے اسکے خلاف سول
عدالت میں کیس جمع کیا ہے جس میں اسے عدالت سول جج صاحب 1 نے اسے سزا یاب کر کے جیل
منتقل کیا، جیل میں قریباً 3 ماہ رہنے کے بعد اسکے بھائی حبیب اللہ نے انور زیب مذکورہ کو واجب الادا رہتم کی
ادائیگی کر کے بروئے راضی نامہ رہا ہوا۔

مزید واضح کیا کہ اس نے حبان بوجھ کر ایسا نہیں کیا بلکہ اپنے بھائی کے اوپر قرض رہتم کے بابت مسکی انور زیب
کے ساتھ تصفیہ کیلئے ایسا کیا تھا مگر تنگ دستی کے بناء پر پیسے ادا کرنے میں ناکام رہا، اس کے جواب
میں کہا کہ وہ اور اسکا بھائی حبیب اللہ ایک ہی مکان میں رہائش تھے مگر عرصہ قریباً ایک سال قبل وہ
الگ ہوا ہے، یہ بھی واضح کیا کہ رہتم کی ادائیگی اور رہائی کے بعد مسکی انور زیب بیرون ملک ترکی چلا گیا ہے۔

مذکورہ گاڑیوں کے کاروبار کے متعلق SHO صاحب ہتھانہ گاگرہ سے رپورٹ طلب کر کے انچارج چوکی دیوانہ
بابا نے ظاہر کیا کہ مذکورہ دیہہ کلیاڑی کارہائشی ہے، گاڑیوں کی خرید و فروخت کا کاروبار کرتا تھا، گاڑیوں کے خرید و فروخت میں
دیوانہ بابا نے مسکی انور زیب کے ساتھ ساتھ سید ولد عثمان، انور زیب ولد صاحب جمال ساکنان ہاجلہ نے اسکے خلاف عدالت
سول جج صاحب 1 میں کیس دائر کیا تھا جس میں مجاز عدالت نے اسے سزا یاب کر کے جیل بھجوایا
، بعد رہتم کی ادائیگی پر فریقین کے مابین تصفیہ ہو کر وہ بروئے راضی نامہ جیل سے رہا ہوا ہے،

C.T.C
Rahman

بعد سزایابی نوکری سے بھی ہٹا دیا گیا، اسکے بعد راولپنڈی اسلام آباد میں محنت مزدوری کرتا رہا، اسکی دوران تعیناتی مذکورہ کے خلاف گاڑیوں کے لین دین کے متعلق کسی نے کوئی شکایت نہیں کی ہے۔

محرم 1442ھ کا گمرہ کے رپورٹ کے مطابق مذکورہ SPO کے خلاف اس بارہ ریکارڈ ہٹانہ حنا مویش ہے۔
مسی گل رازق سید ولد عثمان سید ساکن باجک جو محکمہ پولیس میں بحیثیت پلمبر ملازمت کرتا ہے کے بیان کے مطابق مسیان انور زیب اور نکار علی اسکے محلے دار ہیں، سال 2016 میں انہوں نے اپنا مشترکہ موٹر کار از قسم PREMIO مبلغ 9,50,000 روپے کے عوض مذکورہ SPO عتیق اللہ پر فروخت کی تھی، جس میں 2 لاکھ روپے نقد جبکہ بقایا رقم کی ادائیگی کیلئے 4 ماہ مہلت مقرر ہو کر مذکورہ بقایا رقم 750,000 روپے کی ادائیگی نہ کر سکا، محصور آرٹیکل کی وصولی کے واسطے انور زیب نے اسکے اوپر سول عدالت میں کیس دائر کیا، مقدمہ 4 ماہ تک چلتا رہا اسکے بعد انور زیب نے اس کو اپنا مختار خاص مقرر کر کے سماعت کے دوران رقم کی عدم ادائیگی کی صورت میں عدالت نے SPO عتیق اللہ کو سزایاب کر کے جیل بھجوایا، قریباً 2/3 ماہ بعد اسکے برادر حبیب اللہ نے رقم کی ادائیگی کر کے وہ جیل سے بروئے راضی نامہ رہا ہوا۔ کراس کے جواب میں گل رازق سید نے ظاہر کیا کہ SPO عتیق اللہ گاڑیوں کی خرید و فروخت کا کاروبار کئی لوگوں سے کر چکا ہے۔

گل رازق سید کے بیان کی روشنی میں ضلعی دفتر DRC ڈگر سے ریکارڈ طلب کر کے مذکورہ نے واقعی ہجوں رقم کے معاملات دیگر لوگوں سے بھی کئے ہیں، نقل درخواست و نقل فیصلہ DRC ڈگر فائل شامل انکوائری ہے۔

الزام علیہ عتیق اللہ SPO کو جرح کا موقع دیا گیا، گل رازق سید بالا کے بیان پر عتیق اللہ نے ظاہر کیا کہ یہ درست ہے کہ اسکے خلاف عبدالرحمن ساکن ریگانے بھی قرض رقم 1,35,000 روپے متعلق گاڑیاں جناب DPO صاحب کو درخواست کیا تھا، وہ DRC کو مارک ہوا تھا، درخواست گزار کو اس نے ادائیگی کر کے معاملہ ختم کیا ہے، مزید یہ کہ بازار دیوانہ بابا میں ایک دکان فروخت کر کے واجب الاداء قرض ختم ہوا ہے۔

انکوائری میں لئے گئے بیانات و ریکارڈ سے اس نتیجہ پر پہنچا کہ الزام علیہ SPO عتیق اللہ واقعی کئی اشخاص کیساتھ گاڑیوں کے خرید و فروخت کا کاروبار کر چکا ہے، عدالت نے جس کیس میں مذکورہ کو سزایاب کر کے بعد بروئے راضی نامہ جیل سے رہا ہوا ہے کے علاوہ ریکارڈ دفتر DRC سے پتہ چلا کہ اس کیخلاف ہجوں رقم کا دوسرا درخواست بھی ہوا تھا لیکن DRC میں وہ معاملہ بروئے راضی نامہ حاصل ہوا ہے۔
مذکورہ نے محکمہ پولیس سے بحیثیت SPO کنٹریکٹ معاہدہ کر کے فورس سے ہٹایا گیا ہے، مذکورہ نے کنٹریکٹ معاہدہ کی خلاف ورزی کی جو کہ وعدہ خلاف ثابت ہوا ہے۔

انکوائری رپورٹ مرتب ہو کر پیش خدمت ہے۔

ڈی ایس پی ہیڈ کوارٹرز بوئیر

مورخہ: 10/3/22

CITC
Rameel

PA
Issue Final
SCN

(44) (J)

جناب عالی!

بحوالہ مشمولہ فائنل شوکار نوٹس نمبری: 226/E مورخہ: 16/3/22 معروض خدمت ہوں کہ
میں سال 2009 کشیدہ حالات میں بحیثیت SPO بھرتی ہو کر سال 2016 میں میرے
بھائی حبیب اللہ نے مسی نورزیب ساکن ہاجکھ سے موٹر کار بمحض 9,50,000 روپے خرید کر جس میں مبلغ 2
لاکھ روپے اقدادا کئے جبکہ بقایا رقم 7,50,000 روپے 4 ماہ بعد ادا کرنے تھے مگر میرا بھائی مقررہ
مدت میں متذکرہ رقم ادا کرنے میں ناکام رہا، میں نے مسی نورزیب کو یقین دہانی کرائی کہ مطلوبہ رقم
کی ادائیگی میں کردونگا، اس کے قریباً چار ماہ بعد مجھے معلوم ہوا کہ مذکورہ نورزیب نے میرے
خلاف سول عدالت میں کیس جمع کیا ہے جس میں عدالت سول جج صاحب 1
مجھے سزایاب کر کے جیل منتقل کیا، جیل میں قریباً 3 ماہ رہنے کے بعد میرے بھائی حبیب
اللہ نے نورزیب مذکورہ کو واجب الاداء رقم کی ادائیگی کر کے میں بروئے راضی نامہ رہا ہوا۔

ذکر شدہ بالا واقعہ کے بارے میں واضح کروں کہ چونکہ میں اور میرا بھائی حبیب اللہ ایک ہی مکان
میں رہائش تھے میں نے جان بوجھ کر ایسا نہیں کیا بلکہ اپنے بھائی کے اوپر قرض رقم کے بابت مسی نورزیب
کے ساتھ تصفیہ کیلئے ایسا کیا تھا مگر تنگ دستی کے بناء پر بروقت ادائیگی نہ کی۔

اب ہم دونوں بھائی الگ الگ گھروں میں رہائش پذیر ہیں، میں انتہائی عنریب ہوا
روزگار نہیں ہے چھوٹے چھوٹے بچے ہیں، مجھ پر رحم کر کے دوبارہ نوکری پر بحال کرنے احکامات
تا عسر دعاگوں رہونگا۔

عسینق السردہ 424

عسینق اللہ SPO ساکن کلیاڑی بونیر

مورخہ: 17/3/22

PA
Reply is not satisfactory.
Remove from service
will have immediate effect.

C.T.C
R. Ahmed

بیان عتیق اللہ اور رحمت اللہ علیہ کی کھلی ہوئی
سابقہ (SPe) حکم پورین پورین

11/11

باقی میں آج صبح تشدد حالات کے دوران حکم پورین پورین سال 2008ء
میں کھینٹ SPe کھینٹ ہوا۔ اپنی طرہ پورین ایمانداری اور خوش اسلوبی سے
سزا ختم دینا رہا۔ سال 2016ء میں عدالت کھائی حبیب اللہ نے کھائی
اور زینت سیکرٹری سے فیروز کا راجو 950000 روپے خسارہ کر

حسین میں مبلغ 2 لاکھ روپے نقد ادائیگی کے لیے سٹامپ نمبر 7 لاکھ 50 ہزار روپے
4 ماہ بعد ادائیگی کے لیے عدالت کے فیصلے کے بعد بھی عدالت نے بیانی حبیب اللہ

کے پاس سے لیا گیا تھا، میں نے انور زینت بلالہ کو قصین دیانی کو لکھی کہ عدالت میں

کئی اور ایسی ہی چیزیں تھیں، انہوں نے بارہ ہفتوں کے دوران اپنا سارا کما کھینٹ کر کھینٹ کر لیا

حسین میں نے دستخط کیے تھے، مگر یہاں پر 4 ماہ بعد مجھے معلوم ہوا کہ انور زینت

نے میرے خلاف سول عدالت میں اس میں قطع کیا ہے جس میں مجھے کھینٹ کر لیا گیا

میں نے اس کے لیے جیل بھیجا دیا گیا۔ میں جیل میں مگر باقی 4 ماہ رہا لیکن عدالت نے کھائی

حبیب اللہ نے انور زینت کو رقم کی ادائیگی کی اور عدالت میں لکھا کہ تو عدالت سے

راہی نام جو کھینٹ کر لیا گیا تھا، میں نے اسے

میں نے اپنے کھائی حبیب اللہ کے لیے اس کے ساتھ رقم کی ادائیگی کا نام دیا تھا

تاکہ فروخت کیے بغیر، گاڑی مالک انور زینت اور حبیب اللہ کے مابین کھینٹ

مگر جو کھائی حبیب اللہ صاحب انور زینت کی ادائیگی میں تاکہ اس میں وجہ

جیل بھیجا دیا گیا۔ میں نے مان لیا کہ اس میں کھائی حبیب اللہ نے کھائی
مقررہ وقت پر عدالت میں ادائیگی میں تاکہ اس میں

P-7-5

C.T.C
Rahman

ORDER

(42)

This order will dispose-of the enquiry proceedings initiated against contractual serviceman **SPO Attiquallah No. 424** vide this office No. 640 dated 25.02.2022.

Brief facts

(K)

That Mr. Attiquallah s/o Rahmatullah r/o village Kulyari district Buner was enlisted in this department as SPO on contract basis for a period of 01 year vide this office order dated 01.09.2009. The contract period was extended time to time as per Govt: policy but during his contract service period, he was convicted for one year imprisonment on 27.04.2019 in a civil case by the court of Civil Judge-I Daggar. Consequently, he was removed from service on 08.05.2019 being violating the service contract. On 10.12.2019, he affected compromise with his opponent party and released from Jail and subsequently he filed Writ Petition before Peshawar High Court Mingora Bench Swat wherein he prayed for reinstatement in service which was accepted on 24.11.2021, the honorable court set aside the impugned order and directed this department to restore him on his previous condition and the respective competent authority may if so desire, can conduct fresh enquiry against the petitioner wherein he shall also be confronted with the allegation levelled against him and should also be provided opportunity of hearing. Thereafter, the competent authority would be at liberty to pass any appropriate order. So in compliance of honorable court judgment the above named petitioner was reinstated in service vide this office OB No. 23 dated 11.02.2022, for conducting fresh enquiry. He was charge

C.T.C
Rahmatullah

(43)

sheeted with statement of allegations and Mr. Muhammad Shah Khan DSP HQrs: was appointed as Enquiry Officer. The enquiry officer submitted his finding wherein he proved the allegation levelled against him and recommended him for major punishment. He was issued Final Show Cause notice vide this office No. 226 dated 16.03.2022. His reply to the FSN was found unsatisfactory and also heard him in person on 28.03.2022 but he failed to produce any cogent reason in his defense.

After going through the finding report, available service record, reply to the Show Cause Notice and personal hearing, the undersigned came to the conclusion that the allegation levelled against the delinquent official has been proved.

Therefore, I **Abdur Rashid Khan (PSP)** District Police Officer Buner as competent authority, agreed with the recommendations of Enquiry Officer and hereby removed **Attiquallah SPO No. 424** from contract service with immediate effect.

Order announced.

OB No. 54,

Dated: 05 /04/2022.


DISTRICT POLICE OFFICER,
BUNER

C.T.C

