

4-C, Mezzanine Floor, Khayaban-e-Ittehad, Phase VII, Defence Housing Authority, Karachi. Tel: (92-21) 35390408, 35311897-8,

Fax: (92-21) 35390410 E-mail: ti.pakistan@gmail.com Website: www.transparency.org.pk

20th May, 2019

TL19/2005/6A

Chairman, National Insurance Company Limited, Karachi.

Sub: Recoverable Amount of Rs 800 Millin and Rs 400 Million on Account of Integrity Pact Signed by the Seller of 20 Kanal Lahore Land and 10 Acres Bagh-e-Korangi Karachi Land.

Dear Sir,

Transparency International Pakistan refers to NICL two letters written to FIA, first on 28th June, 2011, letter No: ED (CS)/ 2011/ 116 and second on 6th July, 2011 letter No: ED (CS)/ 2011/ 122. These letters were in relation with application of terms of Integrity Pact signed by sellers with NICL, on the recovery of Rs 800 Million from the sellers of 20 Canal land in Lahore, and unspecific amount from the seller of 10 Acre Bagh-e-Korangi, Karachi, to NICL (Annex A & B),

The amount of recoveries were to be determined by NICL in accordance with Integrity Pact signed by the two parties at the time of signing of the contract, and shall be ten times the loss to NICL due to these deals. This action was initiated by NICL after TI- Pakistan informed Chairman NICL for these recoveries vide its letter dated 14th June, 2011 to Chairman, NICL (Annex C).

The same advice for recovery of fine was also given to NICL by MD, PPRA on 18th July, 2011 (Annex D).

However, the cases were transferred from FIA to NAB after the Supreme Court's orders dated 21st November, 2013.

One of the NAB's references on 10 Acres Korangi Land has been announced by the Accountability Court on 6 December 2018, and Ayaz Khan, Amin Qasim Dada, Hur Rihai Gardezi, Amir Hussain, Zahid Hussain and Mohammad Zahoor have been convicted.

However, NICL did not inform NAB for the recovery of 10 times fine from the seller on that land, which is approximately Rs 400 Million, being 10 times loss to NICL of Rs 40 million.

The Chairman, NICL is requested to take immediate action to inform the NAB and the Accountability Court for recovery of the this amount, and also take action against officers who is responsible for not pressing for due to the integrity pact this recovery since last 8 years.



Transparency International Pakistan is striving for across the board application of Rule of Law, which is the only way to stop corruption.

With Regards,

Justice Zia Perwez

Former Judge of Supreme Court of Pakistan,

Trustee- TI-Pakistan

Copies forwarded for the information with request to take action under their mandate to:

- 1. Secretary to Prime Minister, Islamabad.
- 2. Chairman, NAB, Islamabad.
- 3. Registrar, Supreme Court of Pakistan, Islamabad.
- 4. Managing Director, PPRA, Islamabad.
- 5. Director General, FIA, Islamabad.



(OWNED BY THE GOVERNMENT OF PAKISTAN)

June 28, 2011

No: ED (CS)/2011/116

To Syed Javed Hussain Deputy Director FIA, Lahore

Subject:

RECOVERABLE AMOUNT DUE UNDER INTEGRITY PACT SIGNED BY THE SELLER OF LAND -RS,800.00 MILLIAN-20 KANNALS OF LAND, AIR PORT ROAD, LAHORE.

This is with reference to the transaction regarding 20 Kanals of land situated at Airport Road, Lahore and in furtherance of our earlier detailed letter of April 08, 2011 (copy enclosed as ready reference) on the above subject.

We may draw your kind attention to the settlement made with the seller of the said land during the course of FIA Investigation under which mortgage of 803 Kanals of land was offered as security for timely encashment of ten post-dated cheques as payment of the differential amount. Apparently it has hit some serious snags.

However, the matter is currently pending in the learned court of the Special Judge (Central) Lahore and fixed in the 1st week of July.

In addition to the aforementioned security, Mohsin Warraich had also entered into an INTEGRITY PACT on 31-07-2011 with NICL, as required under PPRA Rules, 2004, to ensure transparency of the transaction against any kind of unfair means to obtain or induce the procurement of the deal under reference. Under this PACT he had categorically declared that in connection with this deal no commission, kickback, gratification, bribe or any fee, whether described as consultation fee or otherwise, SHALL be given, either directly or indirectly, to ANY PERSON, whosoever, within or outside PAKISTAN.

As you know better than anybody else, the said party to the deal violated this PACT that is why NICL is facing the brunt thereof and strenuous efforts are under way to recover the differential amount.

Therefore, it is again impressed upon you to take necessary steps, to recover/ secure the amount determined by the team of Special Audit i-e Rs.800.00 million against the seller- Mohsin Warraich (Para five of Audit Report for the years 2008-2010) who is liable to pay the same under the said PACT. Needless to add that this liability is essentially an integral part of the whole transaction and the other party has no valid excuse to find an escape from it.



(OWNED BY THE GOVERNMENT OF PAKISTAN)

Since it is a matter of great public importance quick action taken shall be highly appreciated .

Sincerely,

Com y.

Saeed Aslam Raja Executive Director (CS)

c.c.

p.s. to the Secretary Commerce, Ministry of Commerce

p.s. to the Chairman NICL



(OWNED BY THE GOVERNMENT OF PAKISTAN)

6-Jul-11

No: Ed (CS)/2011/122

Without Prejudice

To Federal Investigation Agency Karachi

Subject:

RECOVERABLE AMOUNT DUE UNDER INTEGRITY PACT SIGNED
BY THE SELLER OF LAND - 10 Acres Deh Phiahi Korangi Karachi

property

This is with reference to the transaction regarding 10 acres of land situated at Deh Phiahi Korangi Karachi and in furtherance of our earlier detailed letter of June 24, 2011 (copy enclosed as ready reference) on the above subject.

We may draw FIA's kind attention to the fact that we have been corresponding with the representative of the seller for quite some time; responding to their offer, writing to FIA about it, getting N.O.C. from FIA and requesting him/her to provide property title documents which are free from any encumbrance, lien/mortgage, litigation, legal or any other hurdle in auctioning it in case of default on any proposed installment payment through cheques. But almost 3 months have passed since we first received the offer from the seller and no real progress has been made on this account till to date.

In addition to the aforementioned security, the seller Khalid Anwar had also entered into an INTEGRITY PACT on 19-07-2011 with NICL, as required under PPRA Rules, 2004, to ensure transparency of the transaction against any kind of unfair means to obtain or induce the procurement of the deal under reference. Under this PACT he had categorically declared that in connection with this deal no commission, kickback, gratification, bribe or any fee, whether described as consultation fee or otherwise, SHALL be given, either directly or indirectly, to ANY PERSON, whosoever, within or outside PAKISTAN. The party to the deal violated this PACT that is why NICL is facing the brunt thereof and strenuous efforts are under way to recover the differential amount.

Therefore, it is requested that FIA take necessary steps, to recover/ secure the amount due under the Integrity Pact from the seller Khalid Anwar.



(OWNED BY THE GOVERNMENT OF PAKISTAN)

Since it is a matter of great public importance quick action taken shall be highly appreciated.

This letter has the approval of the Competent Authority.

Sincerely,

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Saeed Aslam Raja Executive Director (CS)

C.C.

P.S. to the Secretary Commerce, Ministry of Commerce

... P.S. to the Chairman NICL

ANNEX-C



5-C, 2nd Floor, Khayaban-e-Illehad, Phase VII, Defence Housing Authority, Karachi.

Tel: (92-21)-35390408, 35390409, Fax: 35390410

E-mail: tl.pakistan@gmail.com Website: www.transparency.org.pk

14th June 2011

Mr. Triq Puri,
Chairman,
National Insurance Company Limited,
3rd Floor, NIC Building,
Abbasi Shaheed Road,
Karachi.

Sub: Invitation of Public Objection on offer to NICL by Mr. Khalid Anwar Khan and partners to Mortgage of 10 Acre plot purchased in Korangi Deh Phihai-Dawn 12 June 2011

Dear Sir,

In response to the Public Notice published in Daily Dawn of 12th June 2011, (copy enclosed) inviting Public Objection on offer to NICL by Mr. Khalid Anwar Khan and partners to Mortgage of 10 Acre plot purchased in Korangi Deh Phihai Transparency International Pakistan submits its objection on the transaction of this land based on the following grounds;

Daily News 5 May 2011 (Annex-I)

Khalid Anwar Khan, one of the accused in the National Insurance Company Ltd (NICL) case being probed in Karachi, has made an offer to the NICL and Federal Investigation Agency (FIA) to conditionally settle the differential amount of Rs490 million between the purchase price of the land paid by the NICL and the latest valuation carried out by the Nespak. As per the offer made by Khalid Anwar Khan through his lawyer, since Rs80 million are already lying frozen on the orders of the FIA and court, the balance amount of Rs410 million will be settled in six installments through post dated cheques.

As per the offer, Khalid Anwar Khan will pay the first installment on 1st May 2012, second on 1st November 2012, third on 1st May 2013, fourth on 1st November 2013, fifth on 1st May 2014 and sixth and the last installment on 1st November 2014. The first installment will be of Rs 60 million and the rest of Rs70 million each on every subsequent date of installment over a period of three years and all drawn on Standard Chartered Bank Karachi.

In order to guarantee timely encashment of the all these six cheques, Khalid Anwar Khan, who lives in USA, has also undertaken to get lien/mortgage created over his plot, measuring 10 acres situated at Deh Phiac, Korangi Township, Karachi which already stands attached by the FIA. Interest at the State Bank of Pakistan discount rate will also be charged on the installments.

The News 17 May 2011 (Anex-II)

In a letter to the FIA authorities, delivered by his lawyer, he said he acted only as an attorney appointed to sign and execute the papers and that he was not involved in any way or manner in the negotiations and sale of terms of the property involved.



This said property measuring 10 acres situated at Deh Phiac, Korangi Township, Karachi was sold to NICL for Rs900 million, which has now been evaluated by NESPAK at Rs400 million.

Khalid Khan also claimed that he did not retain any money in his account and just signed cheques in the name of different persons as instructed by his friend, who died in Air Blue crash in Margalla Hill Islamabad.

News in Pak Tribune May 20,2011 (Annex-III)

In the meeting of the Standing Committee for Commerce held on 19th May 2011, Altaf Hussain Dy. Director FIA said that according to National Engineering Services Pakistan Private Ltd (Nespak), NICL paid Rs487.4 million over and above the market rate to purchase 10 acres of land in Korangi from Khalid Anwar. The FIA has established kickbacks worth Rs300 billion in the deal, which was struck through Khwaja Akbar, the front man for NICL Chairman Ayaz Niazi. "We have met Fahim and asked him to explain how the money was transferred into his account. He has sought time to reply," Hussain said.

Hussain said that according to the FIA's investigations, Rs2.42 billion were embezzled out of the total purchases worth Rs5 billion. "The seller of the property (Anwar), through his lawyer, has offered to return Rs490 million in instalments in five years along with interest payments. The FIA has no objections to the offer but the trial court has to accept it," he said.

News in Daily News of 6 June 2011 (Annex-IV)

On August 26, 2009, just four days after receiving the second installment from the NICL by the principal accused, Rs150 million, in three different clusters (break-ups) each amounting to Rs50 million, was transferred to the account of one Syed Mohammad Iqbal Hussain.

It is worth-mentioning that Syed Mohammad Iqbal Hussain has mentioned correspondence address of his account as "Pearl Continental Hotel, Club Road, Universal International Karachi".

The role of Hashwani Group became more and more complicated as on September 15, 2009, Rs 45 million was transferred to M/s Hashwani Hotels Limited account, maintaining with NBP Corporate Branch, Chappal Plaza, Karachi, from the account of the same Syed Iqbal Hussain, who mentioned his correspondence address of account as PC Hotel.

SECP Records.

It is reported in press that the said Land belong to M/s Hashoo Holding Private Ltd, in the name of Bagh-e-Korangi Pvt Ltd. In the SECP document dated 28 April 2011(enclosed), Bagh-e-Korangi (Pvt) Ltd is owned by Hasoo Holding (Pvt) Ltd. (Annex-V)

NICL statement in Supreme Court date 27-7-2010 in HRC No. 18567-S/2010 page 14,15 & 17. (Annex-VI).



31st Meeting of the investment committee of the board of directors held on 29-04-2009 (Agenda Item No. 4 (b))

Attending 1. Mr. Muhammad Ayaz Niazi (Chairman)

2. Mr. Javed Syed

3. Syed Hur Riahi Gardezi

It was resolved to conduct a search of any properties being offered against advertisements placed in the Daily Post and Khabrain of 13-04-2009

32nd Meeting of the investment committee of the Board of Directors held on 08-06-2009 (Agenda Item No. 4)

Attending I. Mr. Muhammad Ayaz Niazi (Chairman)

2. Mr. Javed Syed

Syed Hur Rihai Gardezi
 Syed Naveed Hassan Zaidi

It was resolved that the investment committee of the board of directors should visit the 10 acres site at Korangi, Karachi, the only property being offered in response to NICL's earlier advertisement in the Daily Jang. The committee did so and unanimously approved the site and decided to initiate a survey of the property with respect to liens and legal encumbrances. They further resolved that price would be negotiated subsequent to a valuation by the department of Revenue, Government of Sindh.

60th Meeting of the Board of Directors held on 30/08/2009 (Agenda Item No. 6)

Mr. Muhammad Ayaz Niazi
 (Chairman)

2. Mr. Qamar Zaman Chaudry

3. Mr. Javed Syed

- Syed Hur Riahi Gardezi
- 5. Syed Naveed Hassan Zaidi
- Mr. Amin Qasim Dada

The Board unanimously approved the recommendation for purchase of 10 acres at Korangi Karachi at the rate of Rs. 90 million per acre. It was also decided to the GM law and GM (SZ) would sign on behalf of NICL.

Board Investment Committee of NICL in 31st Meeting on 29 April 2009 (Annex-VII)

B) To Discuss NICL Housing Colony

The committee discussed the offer made by Mr. Shaukat Khan and decided not to consider his offer for housing colony which seems very expensive. However, M/s Hashoo Developers represented by Mr. Junaid Usmani and M/s Quality Builders represented by Mr. Khalid Masood made a presentation of a project on 6 acres plot with architect approval namely Airport Tower with more than 517 apartments, commercial area and plenty of green pastures for Housing Colony.

The committee discussed the various aspects of the project, such as feasibility study, ways of loan facility & period of its repayment and mortgage arrangements however, The Committee decided to look at other options also and decided to purchase the land for NICL Housing Colony first and then thereafter got the necessary approvals for the



construction. Another property was also discussed in Korangi industrial area with a plot size of 16 acres and it was decided to go and visit with all the Committee members. After detailed deliberations, the committee resolved and approved for a site visit to the land situated in the Korangi industrial estate area.

US Foreign Corrupt Practices Act of 1977

Foreign Corrupt Practices Act of 1977 (FCPA). The anti-bribery provisions of the FCPA apply to any U.S. person and make it illegal for U.S. persons to bribe a foreign government official for the purpose of obtaining or retaining business. As Mr. Khalid Anwar Khan is said to be living in USA, as a US Citizen or immigrant, he is obliged to be tried under FCPA, if the corruption is proved. In this land deal, there are charges reported by FIA in the Supreme Court, of payments made to public office holders, which amount to corrupt practices under FCPA.

Transparency International Pakistan therefore submits its Objections on this Mortgage, as NICL shall recover the lost money as well as 10 times the fine as agreed between NICL and Mr. Khalid Anwar Khan under the Integrity Pact signed. NICL may also clarify following issues in this land procurement.

- 1. The management advertised in two daily newspapers i.e. 'The Post Nation' and 'Khabrain' dated April 13, 2009 and demanded specific areas in Malir, Landhi and Korangi and areas adjacent to Shah Faisal Colony.
- 2. No response was received by NICL and according to Board Investment Committee of NICL 32th Meeting on 8 June 2009.
- 3. NICL Committee considered 10 acres land offered on another earlier advertisement in Daily Jang.
- 4. From above mentioned press reports and statements of NICL it appears that the Plot was decided to be purchased by NIL much before the tenders were invited to complete the paper work to comply with PPRA requirements
- 5. This procurement is in complete violation of Public Procurement Rules 2004, and therefore is required to be declared as mis-procurement under Rule No. 50.
- 6. Rule-7 of Public Procurement Rules 2004 states that procurements exceeding the prescribed limit shall be subject to an integrity pact, as specified by
- 7. regulation with approval of the Federal Government, between the procuring agency and the suppliers or contractors.
- 8. According to the "Integrity Pact" the Seller / Supplier / Contractor agrees to indemnify GOP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GOP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by Seller / Supplier / Contractor.
- 9. According to NICL Mr. Khalid Anwar Khan has signed the ""Integrity Pact" on this sale of land with NICL.
- 10. The Supreme Court, ordered on 27-08-2010 to convert the Transparency International Pakistan letter addressed to Chairman NICL dated 6 May 2010 as petition, and converted HRC No. 18567-S/2010 to Suo Moto Case 18 of 2010 for Suo Moto Action regarding violation of Public Procurement Rules 2004, in procurement loss of billions of rupees of exchequer caused by National Insurance Company Limited. (Annex-VIII)
- 11. Transparency International Pakistan has requested the Supreme Court of Pakistan to apply 10 times the fine in case Corruption is proved on the sellers. As in this case, the seller Mr. Kahlid Anwar Khan has accepted to return Rs 490 million to NICL, the corruption is proved.



- 12. Transparency International Pakistan request NICL to recover Rs 490 million as well as 10 time fine which is Rs 4.90 Billion from Mr. Kahlid Anwar Khan who as attorney had agreed to pay in the signed Integrity Pact.
- 13. Under which provisions of rules and regulations, NICL is trying to accept this 10 Acres land for mortgage, which according to reports does not belong to the Mr. Khalid Anwar Khan.
- 14. According to reports this 10 acres Land being offered to NICL as well as 10 acres land procured by NICL do not belong to Mr. Khalid Anwar Khan. Under what authority NICL has paid Rs. 900 million to Mr. Khalid Anwar Khan and who are the actual owners of 10 acres purchased in 2009 and current 10 acres.
- 15. As per the reported offer, Khalid Anwar Khan will pay the first installment on 1st May 2012, second on 1st November 2012, third on 1st May 2013, fourth on 1st November 2013, fifth on 1st May 2014 and sixth and the last installment on 1st November 2014. The first installment will be of Rs60 million and the rest of Rs70 million each on every subsequent date of installment over a period of three years and all drawn on Standard Chartered Bank Karachi. Has NICL taken approval of this settlement, and condoning of the Rs 4.90 billion fine as agreed in the Integrity Pact by the seller, from the Ministry of Commerce, SERCP and the Supreme Court of Pakistan.

Yours Sincerely,

Syed Adil Gilani Chairman

Copy forwarded for the information and appropriate action as per Law;

- 1. Chairman Public Accounts Committee, National Assembly, Islamabad.
- 2. Chairman, National Assembly Standing Committee ON Commerce, Islamabad
- 3. Registrar Supreme Court of Pakistan, Islamabad.
- 4. Auditor General Pakistan, Islamabad
- 5. Chairman, NAB, Islamabad.
- 6. Managing Director PPRA, Islamabad

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No. F. 1(118)/DD-II/PPRA/2011 GOVERNMENT OF PAKISTAN PUBLIC PROCUREMENT REGULATO RY AUTHORITY (CABINET DIVISION)

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Islamabad, the July 18, 2011.

SUBJECT: INVITATION OF PUBLIC OBJECTION ON OFFER TO NICL BY MR. KHALID ANWAR KHAN AND PATNERS TO MORTGAGE OF 10 ACRE PLOT PURCHASED IN KOTANGI DEH PHAHAI-DAWN 12 JUNE 2011.

Reference Public Procurement Regulatory Authority Letter No. Nil

Dated 16.06.2011 on the subject cited above.

Your request was forwarded to NICL for disposal under Rules - 48 2. of PP Rules, 2004. Procuring Agency has given the comments on the request and the same is being enclosed for your kind perusal.

> (Naeem Ahmed) Deputy Director-II

Syed Adil Gilani,

Chairman,

Transparency International- Pakistan.

5 C, 299 Floor,

Khayaban-e-Ittehad, Phase VII, DHA.

KARACHI.



(OWNED BY THE GOVERNMENT OF PAKISTAN)

13-Jul-11 No. ED (CS)/2011/128

To
The Deputy Director - II
PPRA (Cabinet Division),
Government of Rakistan,
Islamapad.

Subject:

Invitation of Publican Objections on offer to NICL by Mr. Khalid Anwar Khan and Partners to Mortgage 10 Acers Plot in Korangi, Deh

Phahai - Dawn 12th June, 2011

Kindly refer to your letter No. F.1 (118)/DD-II/PPRA/2011, dated June 16, 2011 on the above subject. It may be stated at the outset that NICL has not as yet taken a decision at any level and in any form, whatsoever, regarding the offer made by Mr. Khalid Anwar Khan. Indeed the publication of a notice in the print media has helped NICL a lot to get ascertained the updated status of the property offered for mortgage.

Let me assure here that all the objections including, of course, those of the Transparency International Pakistan (TIP) received in this behalf, shall be given due consideration and any step in furtherance of the said offer shall be taken only if the interests of NICL are found duly protected strictly in accordance with law, and directions/observations of the Honorable Supreme Court of Pakistan made in regard to the case under reference are also complied with in letter and sprit.

The incumbent management indeed is determined to focus all its efforts upon recovery of its lawful assets including recovery of interest accrued thereon Meanwhile the claim under the Integrity Pact is also being pursued.

It is in the above background that NICL has already taken up the matter with FIA, in particular (at Lahore and Karachi) regarding the recovery of ten times of the amount guaranteed under the Integrity Pact as referred to by TIP. Copies of letters No. ED (CS)/2011/116 dated June 28, 2011 and No. ED (CS)/2011/122 dated July 6, 2011 written to FIA are enclosed for ready reference.



(OWNED BY THE GOVERNMENT OF PAKISTAN)

This letter has the approval of the competent authority.

Sincerely,

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Saced Aslam Raja.

Executive Director =

(Corporate Services)

c.c.

- 1) P.S. to Director General FIA, Islamabad
- 2) P.S. to Secretary Commerce, Ministry of Commerce
- 3) Transparency International Pakistan (TIP)
- 4) FIA Karachi
- 5) FIA Lahore
- 6) Registrar Supreme Court of Pakistan.



(OWNED BY THE GOVERNMENT OF PAKISTAN)

6-Jul-11

No: Ed (CS)/2011/122

Without Prejudice

To Federal Investigation Agency Karachi

Subject:

RECOVERABLE AMOUNT DUE UNDER INTEGRATY PACE SIGNED
BY THE SELLER OF LAND - 10 Acres Deh Phiahi Korangi Karachi
property

This is with reference to the transaction regarding 10 acres of land situated at Deh Phiahi Korangi Karachi and in furtherance of our earlier detailed letter of June 24, 2011 (copy enclosed as ready reference) on the above subject.

We may draw FIA's kind attention to the fact that we have been corresponding with the representative of the seller for quite some time; responding to their offer, writing to FIA about it, getting N.O.C. from FIA and requesting him/her to provide property title documents which are free from any encumbrance, lien/mortgage, litigation, legal or any other hurdle in auctioning it in case of default on any proposed installment payment through cheques. But almost 3 months have passed since we first received the offer from the seller and no real progress has been made on this account till to date.

In addition to the aforementioned security, the seller Khalid Anwar had also entered into an INTEGRITY PACT on 19-07-2011 with NICL, as required under PPRA Rules, 2004, to ensure transparency of the transaction against any kind of unfair means to obtain or induce the procurement of the deal under reference. Under this PACT he had categorically declared that in connection with this deal no commission, kickback, gratification, bribe or any fee, whether described as consultation fee or otherwise. Shall the igliven, eliner directly or undirectly, to ANY PERSON, who she was within or outside PAKISTAN. The party to the deal violated this PACT that is why NICL is facing the brunt thereof and strenuous efforts are under way to recover the differential amount.

Therefore, it is requested that FIA take necessary steps, to recover/ secure the amount due under the Integrity Pact from the seller Khalid Anwar.



(OWNED BY THE GOVERNMENT OF PAKISTAN)

Since it is a matter of great public importance quick action taken shall be highly appreciated.

This letter has the approval of the Competent Authority.

Sincerely,

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Saeed Aslam Raja Executive Director (CS)

c.c. P.S. to the Secretary Commerce, Ministry of Commerce

. P.S. to the Chairman NICL

Sey



NATIONAL INSURANCE COMPANY LIMITED

(OWNED BY THE GOVERNMENT OF PAKISTAN)

June 28, 2011

No: ED (CS)/2011/116

To Syed Javed Hussain Deputy Director FIA, Lahore

Subject:

RECOVERABLE AMOUNT DUE UNDER INTEGRITY PACT SIGNED BY THE SELLER OF LAND -RS.800.00 MILLIAN-20 KANNALS OF LAND, AIR PORT ROAD, LAHORE.

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However, the matter is currently pending in the learned court of the Special Judge (Central) Lahore and fixed in the 1st week of July.

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As you know better than anybody else, the said party to the deal violated this PACT that is why NICL is facing the brunt thereof and strenuous efforts are under way to recover the differential amount.

Therefore, it is again impressed upon you to take necessary steps, to recover/ secure the amount determined by the team of Special Audit i-e Rs.800.00 million against the seller- Mohsin Warraich (Para five of Audit Report for the years 2008-2010) who is liable to pay the same under the said PACT. Needless to add that this liability is essentially an integral part of the whole transaction and the other party has no valid excuse to find an escape from it.



(OWNED BY THE GOVERNMENT OF PAKISTAN)

Since it is a matter of great public importance quick action taken shall be highly appreciated .

Sincerely,

94. X.

Saeed Aslam Raja Executive Director (CS)

c.c.

p.s. to the Secretary Commerce, Ministry of Commerce

p.s. to the Chairman NICL