

5-C, 2nd Floor, Khayaban-e-Ittehad, Phase VII, Defence Housing Authority, Karachi. Tel: (92-21)-35390408, 35390409, Fax: 35390410 E-mail: ti.pakistan@gmail.com Website: www.transparency.org.pk

17th December, 2015

TL15/1712/1A

Registrar, Supreme Court of Pakistan, Islamabad.

Sub: Complaint of Fraud of 440 Million by Supreme Court Employees Cooperative Housing Society.

Respected Sir,

We are enclosing a complaint received by Transparency International Pakistan against Supreme Court Employees Cooperative Housing Society which is self-explanatory (Annexure A).

Kindly bring it to the knowledge of My Lord the Chief Justice of Pakistan so that Zero Tolerance policy against Corruption policy is implemented.

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

With Regards,

Sohail Muzaffar Chairman

3/9

Date: November 23, 2015

To,
The Chairman,
Transparency International Pakistan
Karachi

Subject:

DEPRIVATION OF VOTERS RIGHT AND FRAUD OF 440 MILLION UNDER THE UMBRELLA

OF SUPREME COURT OF PAKISTAN

Dear Sir,

We the 2900 poor members of the Supreme Court Employees Cooperative Housing Society (Established in 1984), who have deposited the entire dues, are being crushed in the name of the Supreme Court of Pakistan for the last 31 years. Some of us are the retired employees of various departments and the others are poor employees and people belonging of the lawyer's community. Many of the members have died during this long period and the remaining has lost the hope. We are being deprived of our lawful right of voting as provided by the Cooperative Society Laws and Rule 2 1(d) of the Election Rules, in the Elections of the Society.

The so called elected body of the Society has committed towards of around 440 Million in the Sale/Exchange of land and gratifications under the umbrella of the Supreme Court of Pakistan. No agency or department including the NAB, FIA or Cooperative Department is ready to investigate the due to the influence of the Supreme Court.

Is there anyone to ask the usurpers or shall be waiting for justice from ALLAH?

Ch. Javed Igbal Minhas

The Honourable Judges (Incharge)
Supreme Court Employees Cooperative Housing Society
Supreme Court Building
Constitution Avenue
Islamabad

PETITION FOR APPROPRIATE ORDER AND REDRESSAL OF THE GRIEVANCE

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Petitioners

1. Nisar Ahmed Afzal

Dated: 12-02-2015

2. Israr Ahmed Afzal

Partners Marshal Construction Management, House No. 41-A, College Road, F-7/2, Islamabad Phone: 0321-9992626, 0320-3277786 The Honourable Judges (Incharge)
Supreme Court Employees Cooperative Housing Society
Supreme Court Building
Constitution Avenue
Islamabad

February 12, 2015

PETITION FOR APPROPRIATE ORDER AND REDRESSAL OF THE GRIEVANCE

The Honourable Sir(s),

The Petitioner begs to submit as under:-

- The Supreme Court Employees Cooperative Housing Society was established and registered with the Registrar, Cooperative Housing Societies, Rawalpindi. The purposes of the Society was to provide residential plots to the employees of the Supreme Court of Pakistan.
- Due to non availability of funds, the said Society was not in a position to purchase and develop the land for the members. Accordingly the Management of the said Society decided to induct investors having sound financial background to purchase minimum 1600 kanals of land.
- Pursuance to the notice published in the daily "NEWS", the Petitioner approached the Management of the said Society and after considering all the relevant factors like the financial soundness and experience in the field, the Supreme Court Employees Cooperative I-lousing Society selected M/s Marshal Construction Management, to meet the requirements of the Society, on merits for the said purposes. Hereinafter referred to as MCM.

- 4. Accordingly the agreements under reference were executed and signed between the parties. The terms of the reference were interalia to purchase land measuring minimum 1600 kanals including the land already purchased by the Society, consolidation of the land, advertisement of the scheme and development of 550 plots (of various sizes) etc.
- 5. After the execution and signing of the agreements, the Management of M/s MCM tried their best to fulfill their moral and legal obligations in terms of the said agreements and purchased the required land to the satisfaction of the Society. Unfortunately, due to lack of interest and experience, the Management of the Society created hurdles unnecessarily in the job assigned to the M/s MCM. Resultantly the Petitioner faced financial loss to the tune of Millions of Rupees but ignored the same only to maintain the goodwill of M/s MCM and for the benefits of the innocent members of the Society.
- 6. The detail and summary of the property purchased and transferred in the name of the said Society so far by the Petitioner is as below:

Mutations No.	Detail of land Transferred
586	01-18-00
588	05-08-00
628	68-08-00
629	60-19-00
630	04-13-0

i. 4.		
		8 2 7 8 7 3
		10442.00
	631	04-13-00
n a	886	345-00-00
	889	03-12-05
	893	00-19-00
	894	02-06-05
	895	14-14-00
	896	04-2-00
	897	05-01-00
	901	00-16-00
	907	00-19-00
	908	04-06-00
	909	02-10-00
	912	04-10-00
v.	913	00-11-0
	916	00-16-00
E-	989	01-04-00
	1005	01-06-00
	1006	01-00-00
	1007	04-00-00
	1008	00-13-00
	1019	50-00-00
	1071	99-15-00
		700-05-00
	1072	
\$	1098	00-05-00
	1101	00-15-00
	1102	05-04-00
	1103	187-07-00
	1298	01-03-00
	1308	34-03-00
	1316	11-15-00

1321	02-08-00
1323	02-07-05
1326	01-00-00
1339	01-00-00
1402	00-06-04
1403	00-06-05
1440	02-11-04
1443	05-09-00
33	00-04-05
52	00-06-03
53	00-02-03
Total	1650-19-03

MOUZIA NAUGAZI

1903	03-16-00
1908	01-00-00
1911	02-00-00
1912	02-12-00
1914	02-01-00
1917	00-11-00
1918	01-01-00
2497	187-17-00
2499	03-02-00
2502	49-08-00
2583	296-04-00
2584	182-14-00
3425	00-14-06
3426	0.1-01-02
3427	00-10-00

3437	00-10-00		
Total	736-01-08		
Grand Total	2387-01-02		

7. The Management of the Society raised false and frivolous objections to the said land. Any how the Petitioner for the satisfaction of the Management of the Society undertook to meet their requirements and exchanged the lands with the owners for the benefits of the Society. The detail of the exchanged land is as below:

Sr. #	Land exchanged from Mouzia Barkat	Land given in Exchange	Mutation No.
1.	03-06-00	03-06-00	1297
2.	30-04-00	30-04-00	1300
3.	34-03-00	34-03-00	1308
4.	13-16-00	13-16-00	1315
5.	01-00-00	01-00-00	1318
5.	00-06-05	00-09-00	1329
6.	04-03-04	06-06-00	1330
7.	02-12-05	03-19-00	1331
8.	06-14-04	10-03-03	1332
9.	23-18-05	35-18-00	1333
10.	47-18-00	71-17-00	1334
11.	01-07-00	02-00-00	1342
12	02-01-04	03-01-00	1345
13	00-19-07	01-10-00	1346

14	09-10-00	19-00-00	1354
15	03-00-00	06-00-00	1355
16	03-03-00	06-00-00	1356
17	02-00-00	04-00-00	1357
18	02-00-00	04-00-00	1358
19	02-02-00	04-00-00	1359
20	05-00-00	10-00-00	1360
21	10-03-00	20-06-00	1361
22	10-15-04	21-11-00	1362
23	05-10-00	11-00-00	1363
24	05-08-00	10-16-00	1364
25	07-16-05	15-13-00	1365
26	19-17-00	39-14-00	1366
27	02-16-00	05-12-00	1367
28	09-16-04	19-12-00	1368
29	01-17-05	03-15-00	1369
30	01-16-00	03-12-00	1370
31	02-13-04	05-07-00	1371
32	04-08-05	08-17-00	1372
33	01-01-00	02-03-00	1397
34	01-09-04	02-19-00	1398
35	10-09-00	20-18-00	1399
36	09-15-00	19-10-00	1400
3.7	10-03-05	20-07-00	1401
38	00-19-04	01-19-00	1404
39	00-19-00	01-19-00	1405
40	01-19-05	01-19-00	1406
41	00-19-04	01-19-00	1407
42	00-18-00	01-16-00	1409
43	06-17-05	13-15-00	1410
-			

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44	06-17-04	13-15-00	1411
45	05-06-05	10-13-00	1412
46	02-10-00	05-00-00	1413
47	01-00-00	02-00-02	1414
48	10-05-00	20-10-00	1415
49	02-02-02	04-00-00	1416
50	13-15-00	27-10-00	5(1 Rawalpindi Side)
51	01-11-04	03-00-00	6(2 Rawalpindi Side)
52	01-11-05	03-03-00	7(3 Rawalpindi Side)
53	02-13-04	05-07-00	8(4 Rawalpindi Side)
54	03-15-00	07-10-00	10(6 Rawalpindi Side)
55	05-00-00	10-00-00	11(7 Rawalpindi Side)
56	02-05-05	04-11-00	12(8 Rawalpindi Side)
57	00-17-06	01-15-05	13(9 Rawalpindi Side)
58	00-16-02	01-12-04	14(10 Rawalpindi Side
59	04-09-00 /	08-18-00	15(11 Rawalpindi Side)
60	03-04-00	06-08-00	18(13 Rawalpindi Side)
61	01-13-02	03-06-04	34(27 Rawalpindi Side)
62	31-05-00	48-03-00	38
63	432-18-04	719-19-04	Total Exchange
			8 . 3) - 2

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Whereas due to non cooperation of the Management of the Society, the following mutations have not been completed. However, on the side of the Petitioner nothing is pending.

Sr#	Land exchanged from	Land given in Exchanged	Mutation No.
1	00-10-05	01-01-00	23 (18 Rawalpindi Side)
2	00-10-04	01-01-00	24 (19 Rawalpindi Side)
3	00-10-05	01-01-00	25 (20 Rawalpindi Side)
4	00-10-04	01-01-00	26 (21 Rawalpindi Side)
5	00-10-05	01-01-00	27 (22 Rawalpindi Side)
6	00-05-00	00-10-00	28 (23 Rawalpindi Side)
7	00-05-00	00-10-00	29 (24 Rawalpindi Side)
8	03-01-02	06-02-04	31 (25 Rawalpindi Side)
9	07-09-02	14-18-04	32 (26 Rawalpindi Side)
10	04-15-06		35
11	02-17-03		36
12	04-00-00	0	37
Total	25-06-00	27-05-08	

- The Petitioner has already purchased required land measuring about 2500 kanals and the same has been duly transferred in the name of the Society.
- ii. For phase-1 the Petitioner has already transferred required land of 1600 kanals in the name of the Society.
- iii. The Petitioner has already provided 1300 kanals compact and contiguous land although as per policy of the CDA, 800 kanals land was required for NOC.
- iv. For Phase-II, about 450 kanals land has been purchased by the Petitioner.
- v. The Petitioner engaged experienced and professional town planners, surveyors for the purposes of development of land but the same has not been initiated due to non availability of NEC and NOC from the CDA which was the liability of the Society. Despite repeated requests and efforts, the same has not been provided so far.
- vi. The Petitioner also paid required charges like Patwari fee,
 District Council Fee and Commission paid to the Dealers.
 It was not the responsibility of the Petitioner to pay such charges but for the benefits of the Members of the Society,
 the Petitioner born the said expenses.

- vii. The Petitioner also paid huge amount towards the installation of transformer for temporary electric supply.
- On the other hand the Society failed to meet the terms of the documents executed between the parties. A few of them are as below:
 - i. The Society undertook to facilitate the Petitioner for the smooth performance of the work on the site but unfortunately the Management of the Society faired either due to lack of experience or for some personal benefits.
 - ii. The Society failed to meet its legal and contractual obligations by not transferring the required plots in the name of the Petitioner or its nominee.
 - iii. No NEC or NOC have been obtained from the CDA till date by the CDA. Resultantly the Petitioner has been burdened with huge amount which has been paid to the Surveyors etc for the development of land on the site.
 - iv. Though on papers 900 kanals land had been shown to be purchased by the Society but on the site the land is deficient and fake mutations were sanctioned by the Society regarding the said 900 kanals.

10. An amount of Rs.24,97,00,000/- was paid to the M/s Marshal Construction Management. The break up of the said amount is as below:

Advance for land (from SCECHS to MCM) as per SCECHS's audited accounts as at July 01, 2010, 2011, 2012 = Rs. 249,700,000/-

LESS

Adjustment for amount paid to Land Acquisition Collector on July 27, 2009 (under the instructions of the Management Committee of the Society) = Rs. 147,375,000/-

Amount received in consideration of
Shortage of 100 kanals of land
(amount adjusted as part payment
towards bogus registries and mutations
provided by the Management Committee
of the Society) = Rs. 12,500,000/-

Amount received in consideration of allotment of 124 plots allotted by SCECHS over and above agreed 550 plots (amount adjusted towards the cost of plots/land over booked by the Management of the Society)

= Rs. 54,560,000/-

Government fees and charges paid by MCM on behalf of SCECHS (amount paid to various Govt Departments towards the necessary charges/taxes/fee regarding mutations). In addition MCM also paid more than an amount of Rs. 20,00,000/- in this respect during the year 2013-14.

= Rs. 11,171,033/-

Balance Amount lying with MCM as on July 01, 2013

= Rs. 24,093,967/-

Hence without examining the record and true facts, and with malafide intention, the MCM has been burdened with an amount of

=Rs.24,97,00,000/-

- 11. Due to wrong advice and wrong decision by the Management of the Society the huge amount was deposited with the acquisition authorities without any benefits to the Members of the Society or M/s Marshal Construction Management. M/s Marshal Construction Management is not a beneficiary of the said amount on any account and it is/was the responsibility of the Society to approach the acquisition authority for the return of the said amount which is lying there for the last many years.
- 12. As per Terms of Reference and Agreements, Supreme Court Employees Cooperative Housing Society was bound to provide 900 kanals to MCM. However, the Society in this regard has failed to fulfill its obligation as 235 kanals of land is still falling short till date and as per Clause VI of the Agreement no alternate relief has been provided so far.
- 13. M/s Marshal Construction Management has already provided the detail of land exchanged and copies of the mutations to the Management of the Society but unfortunately for the reasons best known to the present Management of the Society, unnecessary threats are being given to the M/s Marshal Construction Management under the umbrella of the Honourable Supreme Court of Pakistan.

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- 12. As per Terms of Reference and Agreements, Supreme Court Employees Cooperative Housing Society was bound to provide 900 kanals to MCM. However, the Society in this regard has failed to fulfill its obligation as 235 kanals of land is still falling short till date and as per Clause VI of the Agreement no alternate relief has been provided so far.
- 13. M/s Marshal Construction Management has already provided the detail of land exchanged and copies of the mutations to the Management of the Society but unfortunately for the reasons best known to the present Management of the Society, unnecessary threats are being given to the M/s Marshal Construction Management under the umbrella of the Honourable Supreme Court of Pakistan.

- 14. All the required documents have been provided to the Management of the Society at the time of execution and signing of the said agreements. Pursuance to the said agreements, M/s Marshal Construction Management initiated their job and completed the same on the site. Hence at this belated stage the demand of the Management of the Society for the provision of license or certificate etc is uncalled for particularly when the same were provided to the Society at the relevant time and stage and the same are lying with the Society. The lack of experience on the part of MCM is being complained malafidely through unnecessary correspondence by the Society. It is submitted that the MCM is well experienced in its job and no such complaint was raised at any stage. Further more the MCM is one of the largest land owner in the area hence its inability shown by certain quarters depicts the malafide intentions for some ulterior motives.
- 15. No delay has been caused on the part of M/s Marshal Construction Management rather it is the management of the society who due to lack of managerial experience failed to cooperate with the M/s Marshal Construction Management, resultantly huge financial loss has been caused to them.
- 16. The Petitioner tried his best to persuade the present Management of the Society to allow the Petitioner for the completion of the job on the site strictly in terms of the documents executed between the parties. Unfortunately, for his personal benefits, the present President of the Society does not allow the Petitioner to work freely on the site.

- 17. All the mutations incorporated by the MCM, are intentionally being delayed due to some personal gains and the land owners are being convinced by the President for sale or exchange of their lands directly through the persons nominated by him. The Petitioner is willfully being deprived of his legal and contractual obligation by creating such like hurdles to create a bad impression on the part of the MCM before the Honourable Judges and members of the Society
- 18. The present President of the Society extracted huge amount from the Petitioner for his personal benefits. A few examples are as under:
 - Rs. 2,60,00,000/- (Rupees Two Crores Sixty lakhs only)
 was received by the President as Commission for exchange
 of land in connivance with Ejaz Asghar Kiani.
 - ii. 176 kanals of valuable property of the Society has been sold fraudulently by the present President of the Society to a person namely Zahir Khan. Although he was authorized only to exchange the land. Hence in a technical way the present President earned huge amount there from. (Present value of the land is Rs. 16,00,000/- to 22,00,000/- per kanal).
 - iii. Due to the above act, possession of about 250 kanals of land could not be obtained by the Society as the actual owners who have been deprived of their right are not ready to give the possession of the their land to the Society. The present President has been requested time and again to take over the possession of the said land or otherwise cancel the

mutations but due to some personal reasons, he is reluctant to do the same. If the said possession cannot be taken during the current regime, the Society will have to suffer extra burden and the land owners will demand millions of rupees for the said purpose.

- iv. At the instance of the present President of the Society a town planner namely Mr. Ehsan was engaged for a huge consideration. An amount of Rs. 1500000/-was paid by the Petitioner but unfortunately the said Mr. Ehsan left the job at the instance of the present President of the Society as he intended to engage some other town planner of Gulberg Green Society and in this transaction he has been benefited for huge amount. and the Petitioner suffered loss to the tune of Rs. 1500000/-
- v. At the instance of the present President of the Society a town planner namely Mr. Ehsan was engaged for a consideration of Rs. 15,00,000/-. The said amount was paid by the Petitioner. Unfortunately the said Mr. Ehsan left the job (as was written in the notice) and in this transaction the present President also benefited for huge amount.
- vi. For temporary electricity connection on the site, the Petitioner intended to engage a duly authorized IESCO Contracted for an amount of Rs. 12,00,000/- but at the intervention of the present President, the MASS Enterprises was engaged who submitted bill for Rs. 66,97,288/- however, an amount of Rs. 32,00,000/- has been paid by the Petitioner. Hence in this transaction huge

amount has been received by the present President through corruption.

- vii. The present President also tried to force the Petitioner to transfer commercial plot in the name of the said MASS Enterprises @ Rs. 50000/- per square yard towards the adjustment of the remaining amount to which the Petitioner refused.
- viii. The Petitioner was forced to clear the post paid bills of the Cell of the present President bearing No. 0333-5504510. Hence through this corruption he also secured huge amount. He forced the Petitioner to purchase the Mobile set HTC Desire 500 bearing IMEl No. 9639 for Rs. 24500/-.
- ix. The Petitioner was forced by the present President to purchase valuable various electronic items for his personal residence like Refrigerator, Air-conditioner, Water Dispenser, Lap Top and allied items for huge amount has been paid by the Petitioner.
- x. The present President forced the Petitioner to book five star hotels in different cities in Pakistan for his personal tours. The Petitioner also paid charges of the Hotel, air fare and allied expenses for his personal visits.
- xi. He took the valuable vehicles of the Petitioner like Prado etc. for his personal use and damaged them seriously.

- xii. In the name of the Society for official use, House No. 26, Street-35, Sector F-6/1, Islamabad was hired. But it remained in the personal use of the present President of the Society and the Petitioner was forced to bear its fare @ Rs. 140,000/- per month excluding utility charges which were more than Rs. 60,000/- per month.
- xiii. Rs. 500,000/- per month was regularly received in cash by the President of the Society from the Petitioner without any justification w.e.f. January 2014.
- xiv. From the personal account of one of the partner of the MCM namely Mr. Israr Ahmed Afzal, an amount of Rs.10,00,000/- has been withdrawn by the present President of the Society through his finance Secretary and the same has been utilized for his personal benefits. Even Cheque Book of the Petitioner (signed) Account No. 19820001671401 Habib Bank Limited, Supreme Court Branch, Islamabad is with the present President.
- xv. Further to pressurize the Petitioner a false FIR was registered by using the influence of the office of the Honourable Supreme Court of Pakistan and the matter is under investigation.
- 19. Under these circumstances, without the intervention of your lordships, the Petitioner is unable to continue his job honestly on the site. Moreover, the development of the land can be initiated within a short span of time if the Petitioner is allowed to work freely and without any intervention.

In the circumstances it is respectfully prayed that a right of hearing may be granted to the Petitioner to explain his point of view before your lordship and the grievances of the Petitioner may kindly be redressed as it would be in the best interest of the members of the Society.

Your humble Petitioners

1. Nisar Ahmed Afzal

Dated: 12-02-2015

2. Israr Ahmed Afzal

Partners Marshal Construction Management, House No. 41-A, College Road, F-7/2, Islamabad Phone: 0321-9992626, 0320-3277786

Annex H 17

Muhammad Arif Malik Advocate High Court

Chamber No. 1&2
Near Domicile Branch
District Courts
Pawalpindi

Ref. No. MAM/MEM/15/02

Date

Mr. Ghulam Ghous
Assistant Registrar &
President
Supreme Court Employees Cooperative Housing Society
Supreme Court Building, Islamabad
February 11, 2015

Subject: **LEGAL NOTICE**

Dear Sir,

My client M/s Marshal Construction Management through Mr. Israr Ahmed Afzal son of Mr. Nisar Ahmed Afzal (Partner), hereinafter referred to as MCM, has instructed to me to serve you with the following notice:

- As you know, the Supreme Court Employees Cooperative Housing Society was established and registered for the benefits of the employees of the Honourable Supreme Court of Pakistan. The primary purpose of its establishment was to provide residential plots to its members. Admittedly, after the establishment of the said Society, its Management was hardly succeeded to purchase a few kanals of land in Zone – II, G-17, Islamabad.
- 2. It is further admitted on the record that at the relevant time, there were about 950 members. Out of 950, reportedly 400 members paid registration fee only. However, the existing members failed to pay installments towards the cost of the land. Due to non availability of funds, the Management of the Society was not in a position to achieve the goals and objects for which the Society was established.

Chamber No.
Near Domicile Towns
District Cours
Rawalpind

Ref. No	-2
Date	
Jaco	

- 3. Keeping in view the financial weakness of the Society, its Management decided to engage some investor/developer having sound financial background so that by taking benefits of his financial status and experience, the Society could flourish and meet its commitments towards the members of the Society.
- 4. Under these circumstances, the Society published notices in various newspapers having wide circulation on 25-08-2000. Pursuance to the said notices, the MCM applied and successfully met the requirements of the Society and was selected for the said purposes. With effect from its selection till date the Management of the MCM tried their best to meet the contractual obligations in terms of the agreements and allied documents. Unfortunately you as President of the Society created hurdles unnecessarily for some personal benefits and resultantly the MCM faced much financial loss. The detail whereof is not necessary to be incorporated in the instant notice. However, my client reserves right to initiate required legal action for the compensation for the loss caused, in due course of time.
- 5. As per record of the Society, you undertook the charge of the Society as President thereof w.e.f. March-April, 2012. My client failed to understand your intention from the very beginning and from time to time my client accepted your many illegal demands. Unfortunately, instead of taking interest for the benefits of the members of the Society, you tried to misuse the official status and by taking undue advantage thereof, you took every step to gain personal benefits by giving threats of termination of contract to my client.

Chamber No. 1&2 Near Domicile Branch District Courts Rawalpindi

Ref. No.	
Date	,
200000000000000000000000000000000000000	U.

During your whole period of President-ship of the Society, from time to time my client has been forced by you to meet your illegal demands and through the aforesaid threats, you extracted millions of rupees from my client. A few details whereof are as under:

 Amount received by you towards the Commission for exchange of land in connivance with Ejaz Asghar Kiani

Rs. 260,00,000/-

ii. At your instance, a town planner namely Mr. Ehsan was engaged for a huge consideration.

An amount of Rs. 1500000/- was paid by my client but unfortunately the said Mr. Ehsan left the job at your instance as you intended to engage some other town planner of Gulberg Green Society and in this transaction you have been benefited for huge amount and my client suffered loss to the tune of:

Rs. 1500000/-

iii. For temporary electricity connection on the site, my client was to engage a duly authorized IESCO Contractor for an amount of Rs. 1200000/- but at your intervention MASS Enterprises was engaged who submitted bill for Rs. 6697288/- however, an amount of Rs. 3200000/-

Chamber No. 1&2 Near Domicile Branch District Courts Rawalpindi

_ 4-

has been paid by my client.

Hence in this transaction huge amount has been received by you through under-hand deal with the MASS Enterprises. In this view of the matter you are liable to return an amount of:

Rs. 2000000/-.

iv. My client was forced by you, to clear the post paid bills of your Cell bearing No. 0333-5504510. Hence through this corruption you also secured an amount of:

Rs. 12190/-.

v. You also forced my client to purchase the Mobile set HTC Desire 500 bearing IME1 No. 9639 for:

Rs. 24500/-.

- vi. My client was forced by you to purchase valuable electronic items for your personal residence. The detail is as under:
 - Mobile Air Conditioner MAC 251

 (02 in Nos.) purchased by you from
 Metro and the payment was made
 by my client forcefully at your
 instance

Rs. 71,988/-

Chamber No. 1&2 . Near Domicile Branch District Courts Rawalpindi

Ref. No._____

-5

- No. 322 HRF-84 purchased from Friends Corporation Islamabad by you for your personal benefits and the payment was made by my client
 - Rs. 33,000/-
- c. Lap Top Dell 5520 was purchased at your instance for your personal use and the payment was made by my client

Rs. 48,500/-

d. Amount paid by my client for your unnecessary stay at Luxurious five stars hotels like PC and Avari etc. for your personal tours

Rs. 124,334/-

e. Loss caused by you to the vehicles of my client as you pressurized my client to deliver valuable vehicles which remained in your personal

Rs. 387,000/-

f. Amount paid towards the rent and Allied charges of House No. 26, Street-35, F-6/1, Islamabad which was hired at your instance and remained in your personal use for a period of more than 15 months but the rent and allied charges were paid by my client

Rs.3000000/-

Chamber No. 1&2 Near Domicile Branch District Courts Rewalpindi

Ref. No.____ g.

Amount paid by my client @ Rs. 500,000/- per month received by you with the intention and impression that the same shall be paid to the some of the members of the Management Committee of the Society w.e.f. January 2014 till December 2014

Rs.6000000/

h. Amount withdrawn by you through your Finance Secretary from the personal account of Mr. Israr Ahmed Afzal (Habib Bank Ltd Supreme Court Branch A/C No. 19820001671401) and utilized by you illegally, under threats and without any justification.

Rs. 1000000/-

Rs. 40201512/-

5. Through various fraudulent acts, and tactics, you have received the aforesaid amount of my client and utilized the same for your personal benefits for which you were not entitled at any cost. Being President of the Society you have not only misused your status but also acted against the interest of the members of the Society. On various meetings my client requested you to pay the aforesaid amount to which you became annoyed and tried to damage the reputation and goodwill of my client before the members of the Society.

Mobile No.0300-5042679, 0333-5703247

Chamber No. 1&2 Near Domicile Branch District Courts Rawalpindi

Ref. No._____

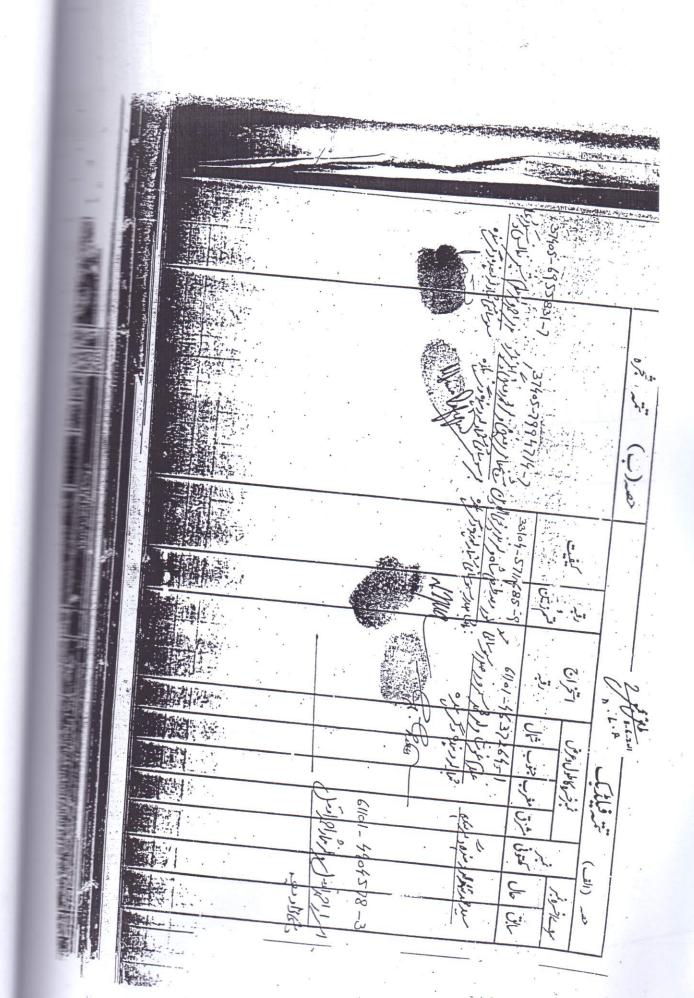
You are, therefore, hereby called upon to immediately return Rs.40201512/- (Rupees Four Crores Two Lakhs One Thousand Five Hundred Twelve only) along with interest at bank rate failing which I have been instructed by my client to initiate legal action against you for the recovery of the aforesaid amount and in that eventuality you will have to bear the cost of the litigation as well. Needless to say that my client reserves the right to approach the Honourable Judges for the redressal of the grievances and also to the concerned authorities for criminal action against you.

Copy kept for further action.

Yours Sincerely

(Muhammad Arif Malik) Advocate High Court

Copy to:
The Registrar,
Supreme Court of Pakistan - for consideration and necessary action.



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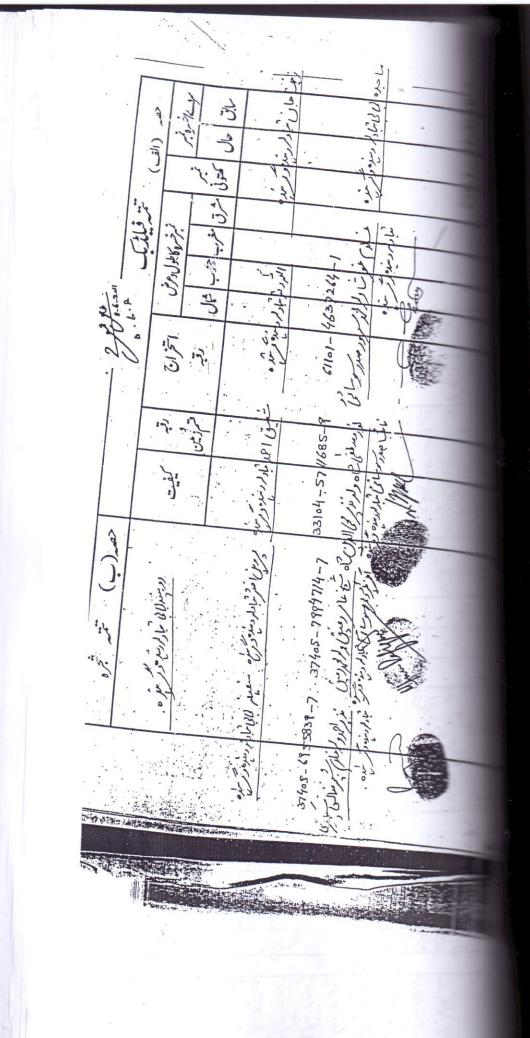
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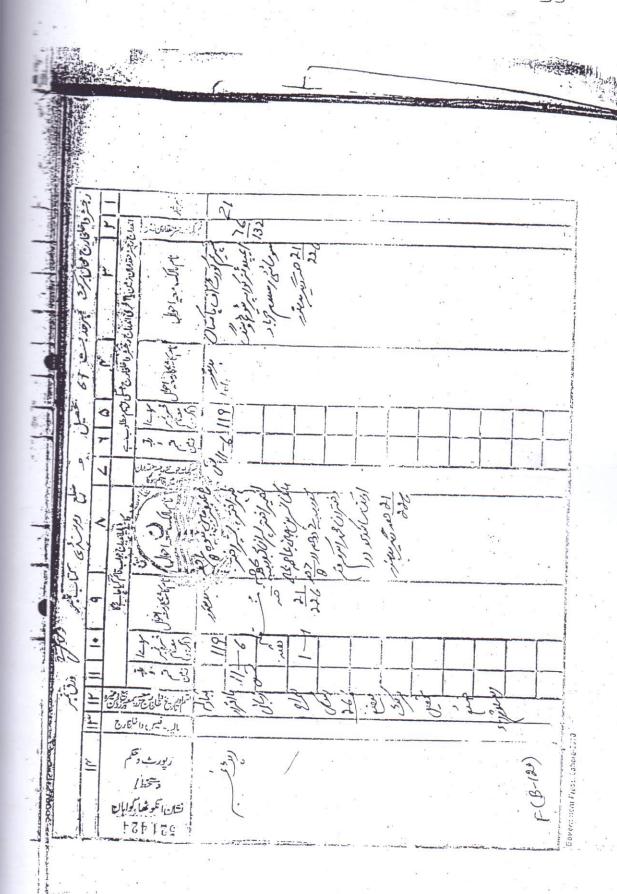


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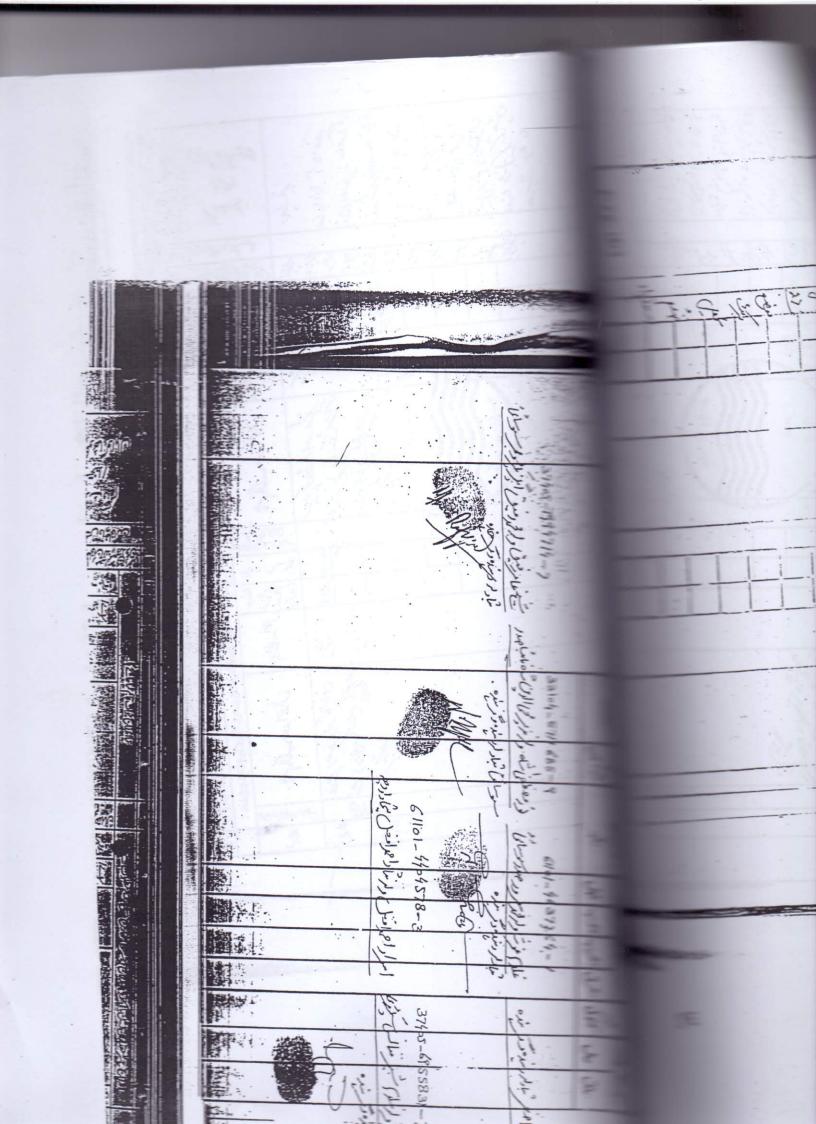
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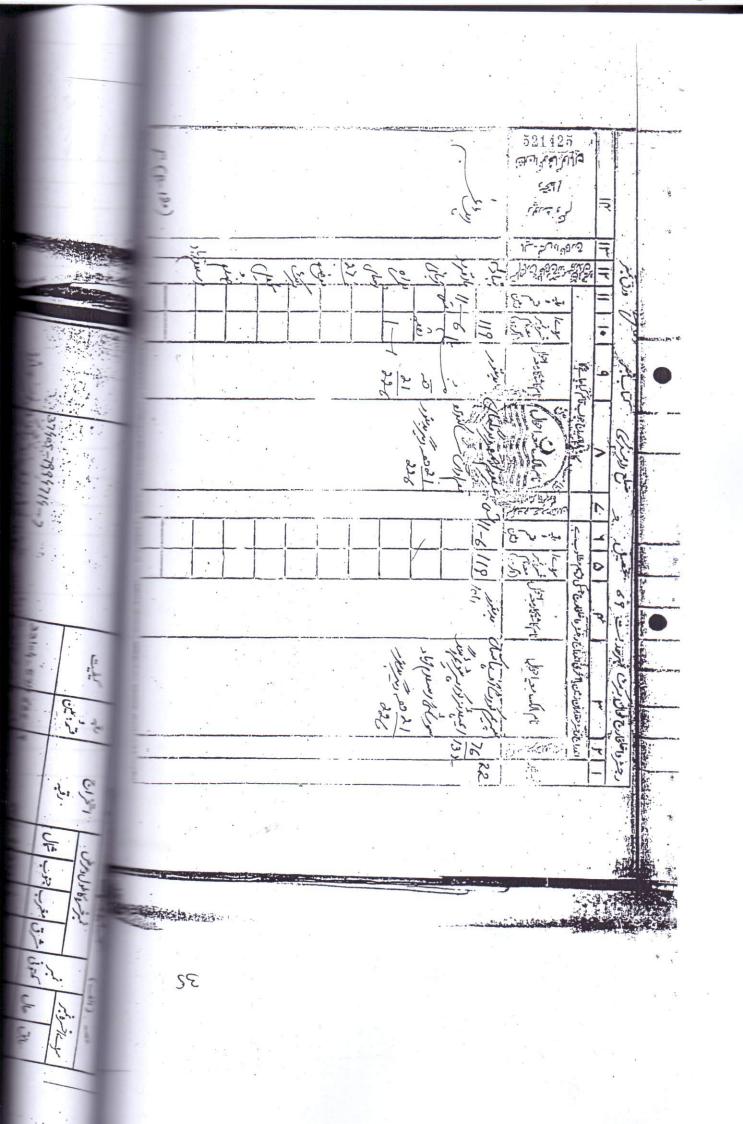
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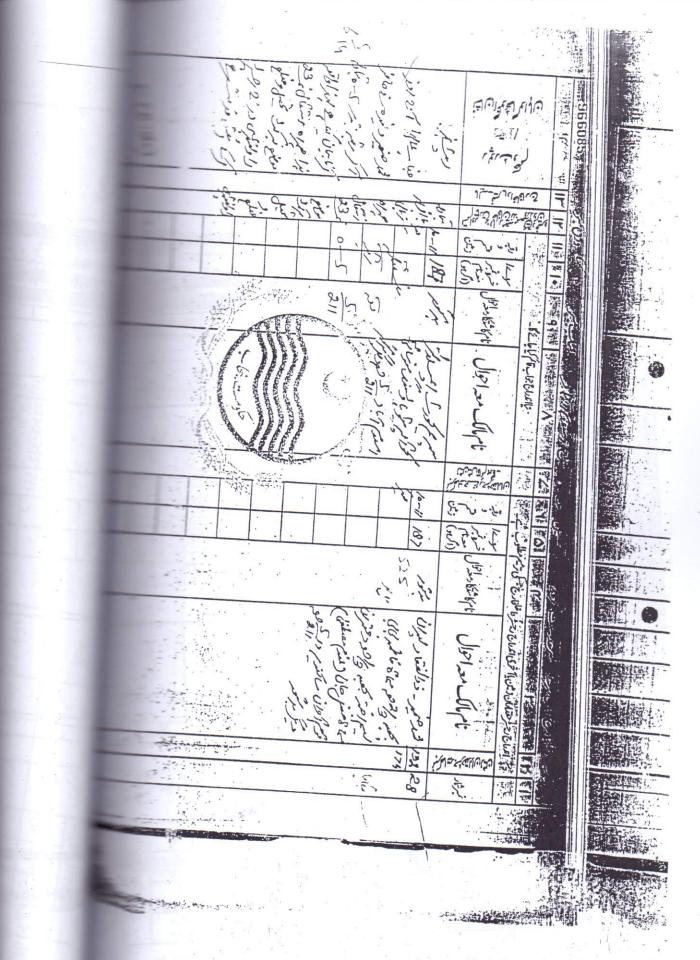
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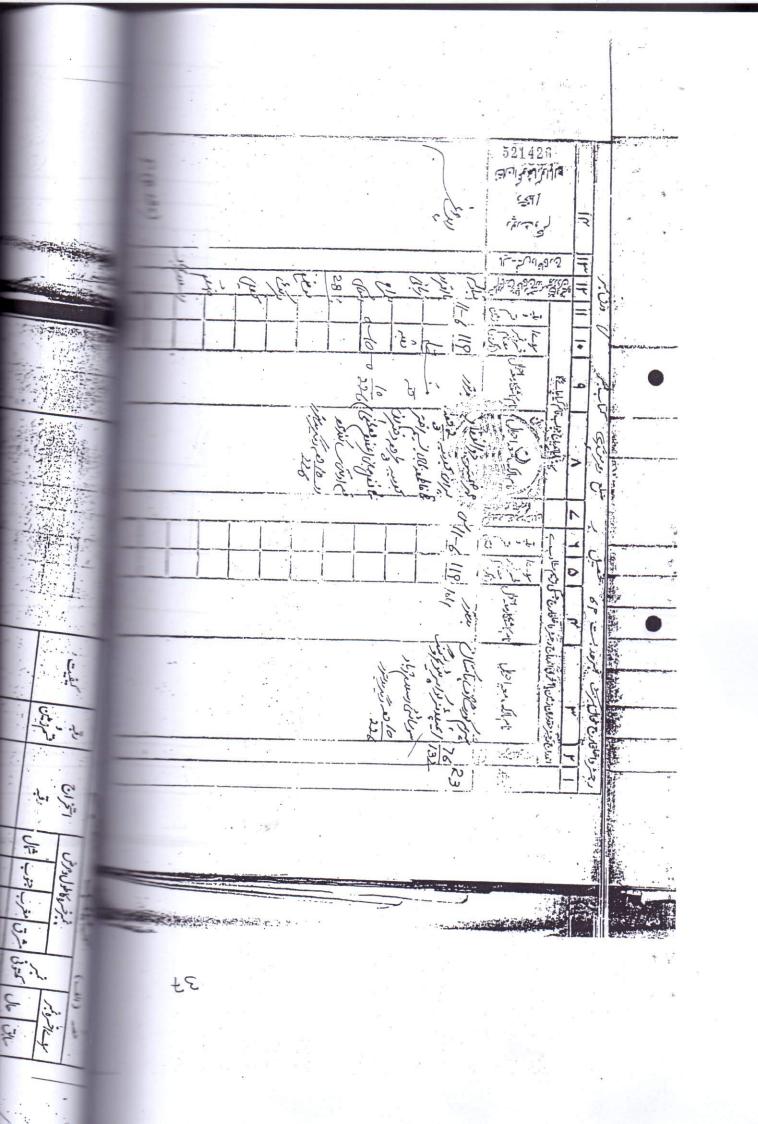
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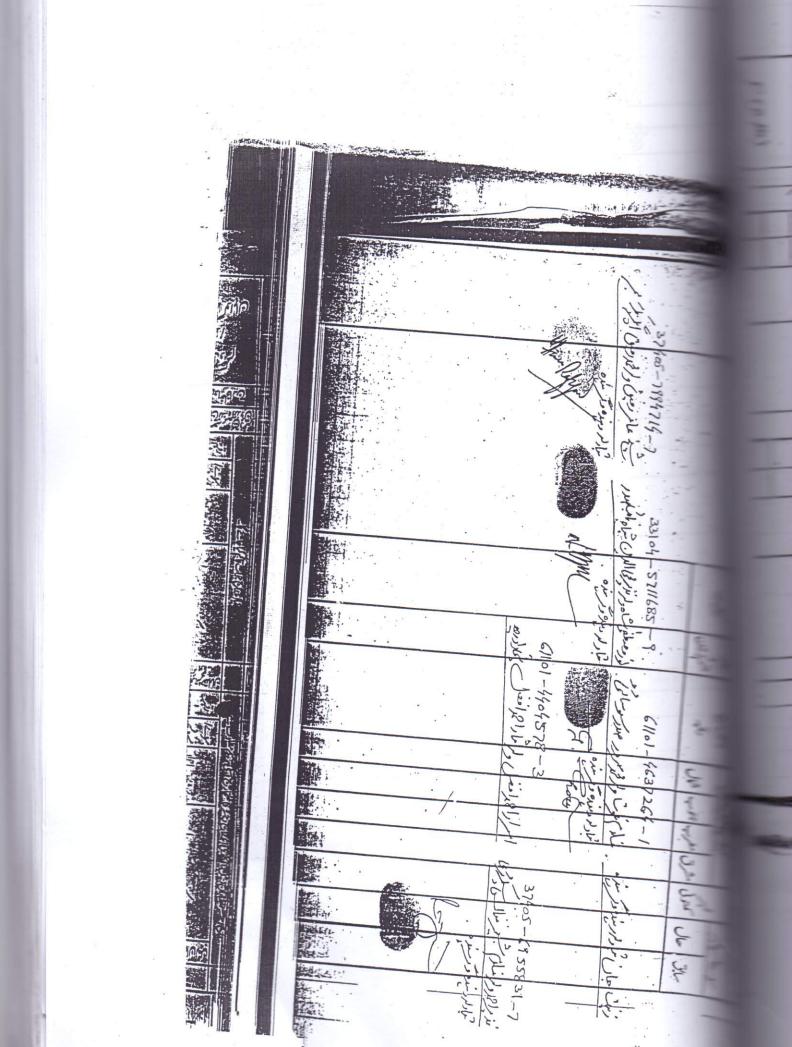


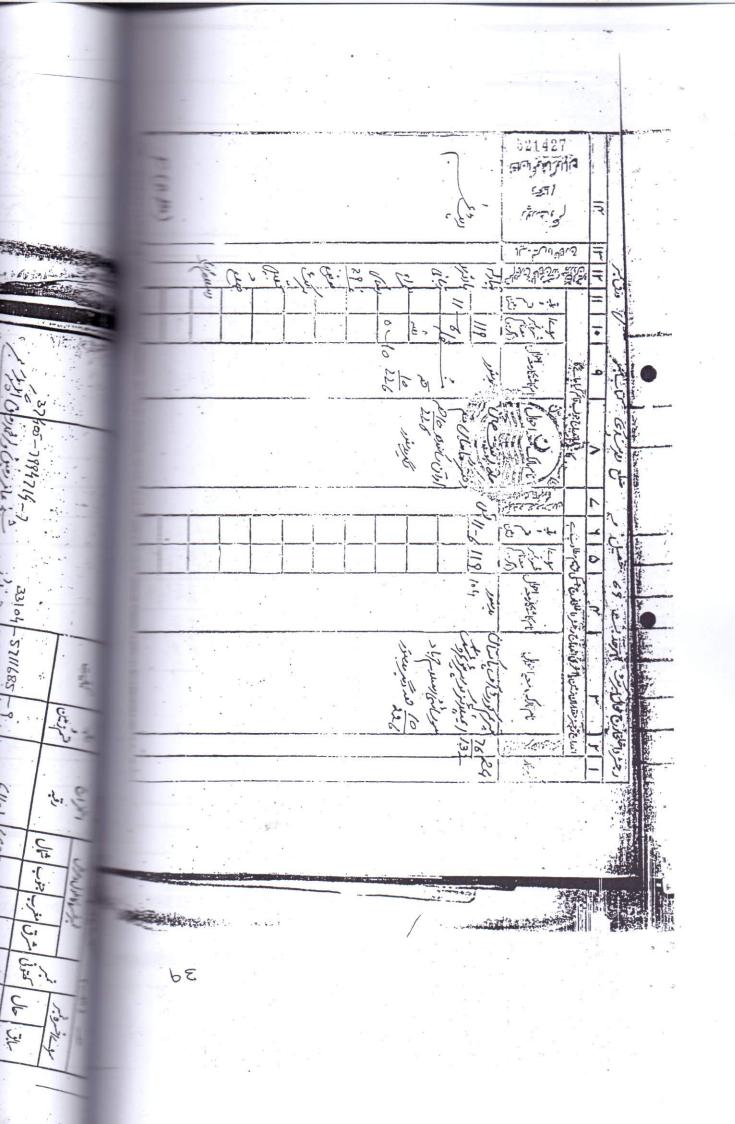


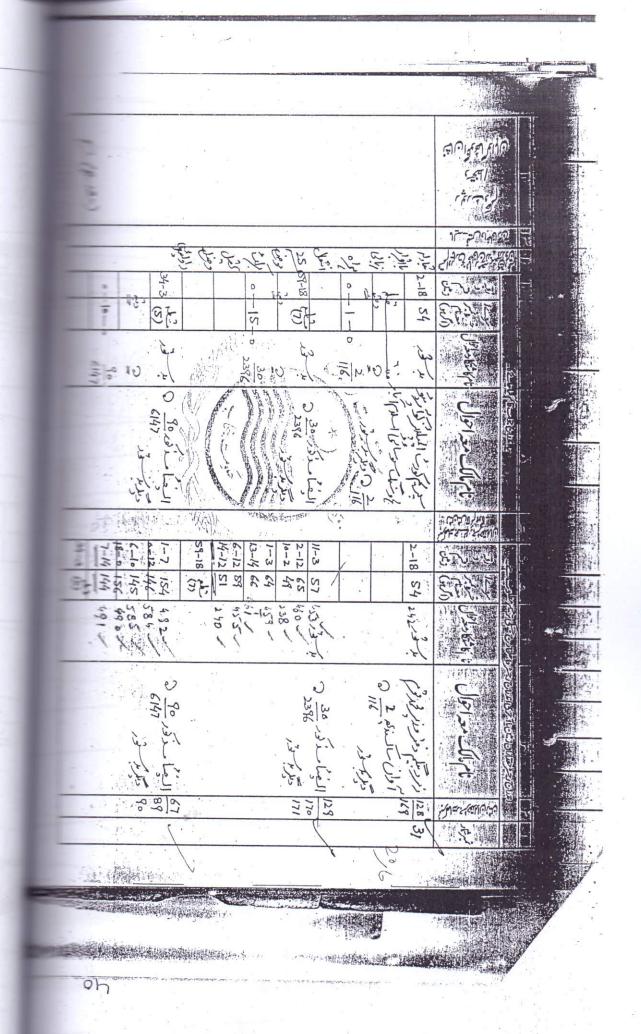


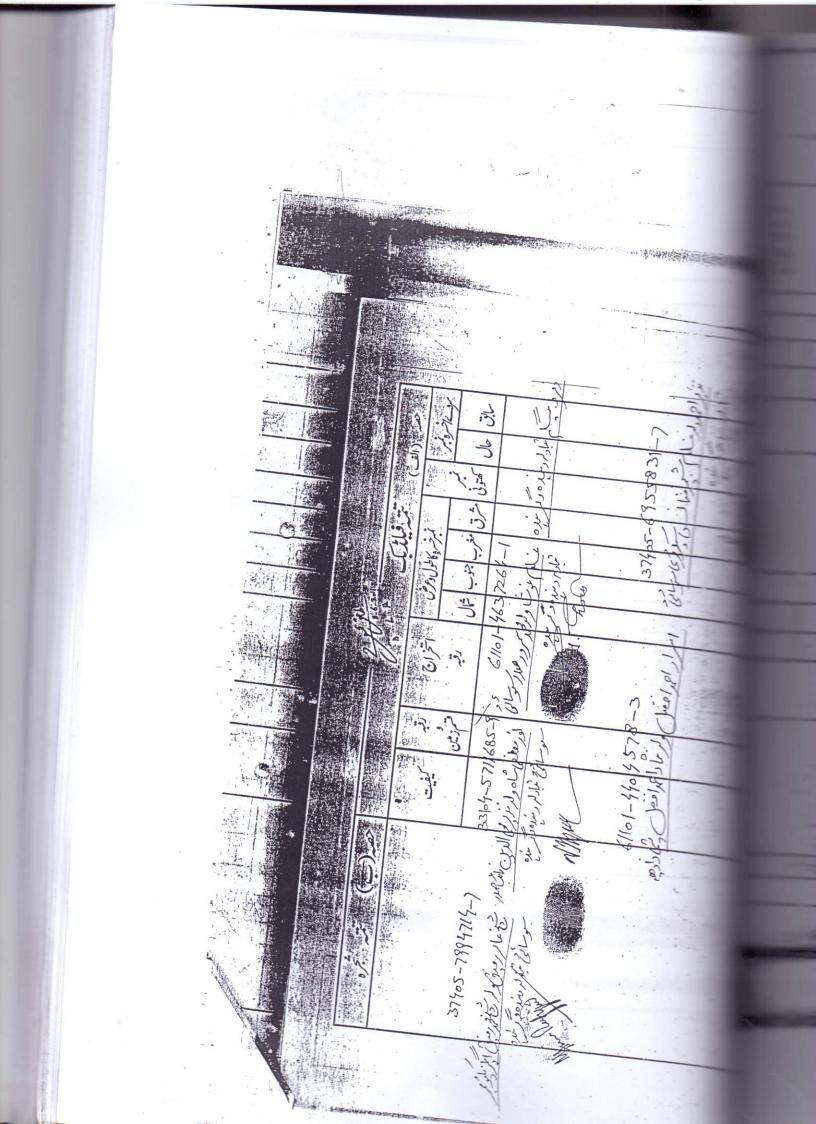


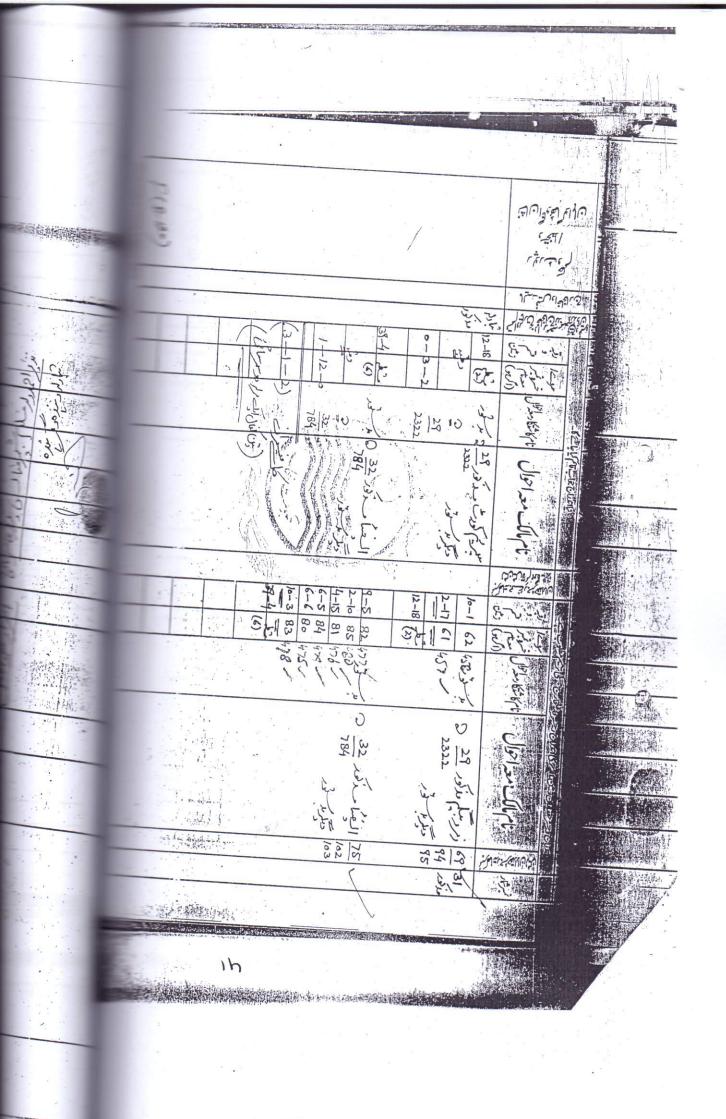
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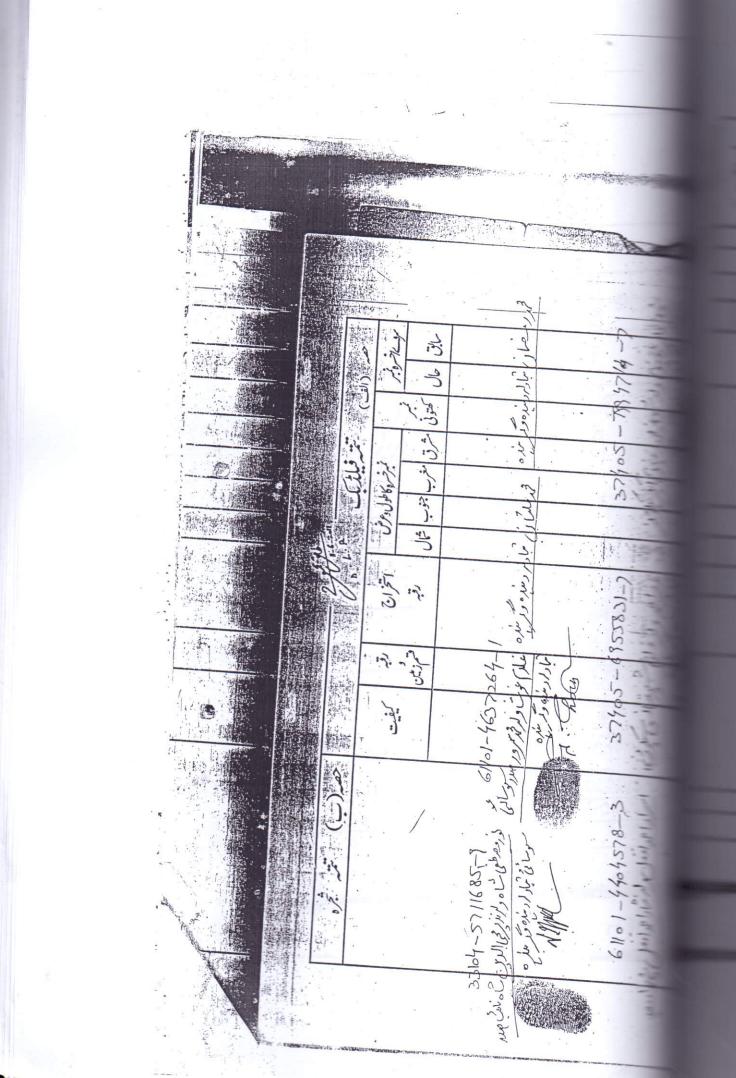


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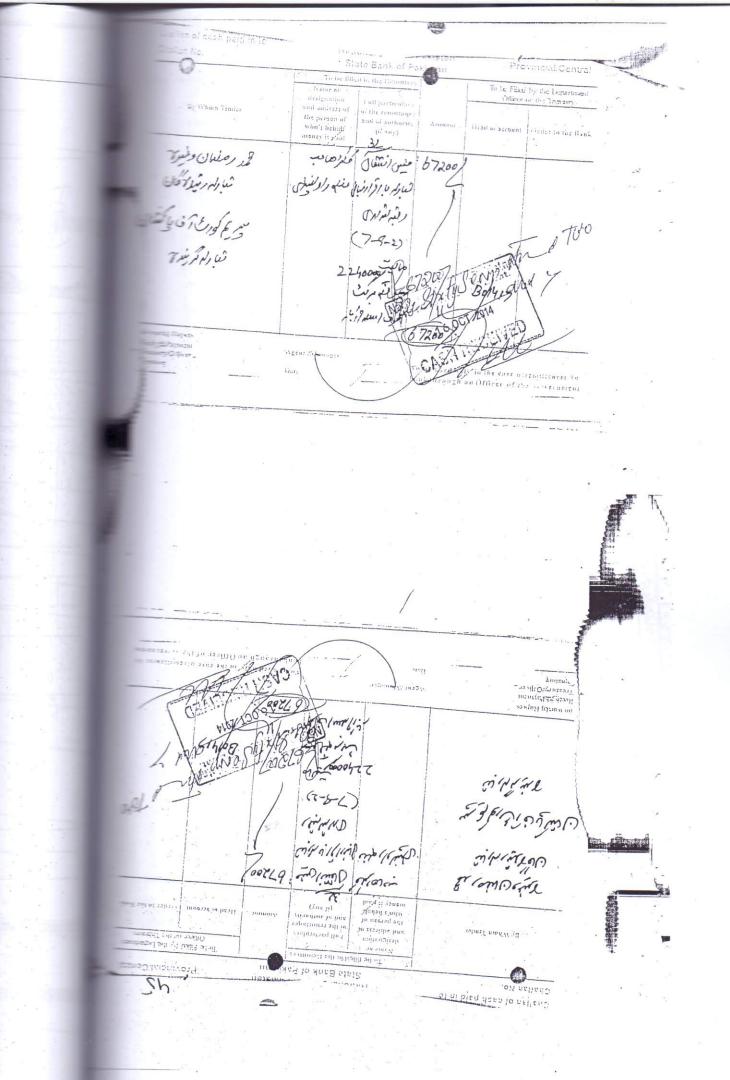
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