

IN THE SUPREME COURT OF PAKISTAN

(Original Jurisdiction)

PRESENT:

MR. JUSTICE IFTIKHAR MUHAMMAD CHAUDHRY, C.J

MR. JUSTICE IJAZ AHMED CHAUDHRY

MR. JUSTICE GULZAR AHMED

SUO MOTO CASE NO. 11 OF 2011

*(Action taken on the news clippings
regarding scandal of billions of rupees of
National Police Foundation Land)*

Voluntarily appeared: Mr. Rauf Kalasra, Editor (Inv.), Daily Dunya

For the Applicants : Raja M. Ibrahim Satti, Sr. ASC and
(aggrieved by NPF): Mr. M. Munir Peracha, Sr. ASC
(in CMA 2895/13)
Sh. M. Suleman, ASC *(in CMA 3274/13)*
Ms. Shahida Kausar, SP *(in CMA 3273/13)*
Mr. Liaqat Ali *(in HRC No.18269-P/2011)*
Mst. Zahida Bibi *(in CMA 2755/2011)*
Dr. Aslam Khaki, ASC (CMA 4038/13)
Mr. Ishtiaq Ahmad Raja, ASC (CMA 3030/13)
Ch. Khalid Rasheed, SP Traffic (CMA 2913/13)

On Court Notice:

For Ex. Officials : Mr. Hamid Khan, Sr. ASC
of NPF Mr. Waqar Rana, ASC
Mr. M. S. Khattak, AOR with
Mr. Iftikhar Ahmad Khan, Ex. MD
Mr. Laeeq Ahmad Khan, Ex. Director
Mr. Khuda Bakhsh, Ex. Dy. Director

For NPF : Syed Asghar Hussain Sabzwari, Sr. ASC
Mr. Muhammad Ilyas Siddiqui, ASC
Syed Safdar Hussain, AOR
Mr. Tariq Hanif Joiya, Secretary/Dir.(Housing)
Mr. Zahid Mehmood, Ex.M.D.

Kh. Siddique Akbar, Ex-Secy. Interior
Mr. Bani Amin Khan, IGP, Islamabad
Mr. Zafar Ahmad Qureshi, Former MD NPF

For FIA Mr. Muhammad Azam Khan, Addl. DG (Law)

For M/s. Land Linkers	Mr. Makhdoom Ali Khan, Sr. ASC Mr. Faisal Naqvi, ASC with Mr. Anjum Aqeel Khan, Ex-MNA
On behalf of Allottees of more than one plot	Syed Ali Zafar, ASC Mr. Zahir Nawaz Cheema, ASC (CMA Nos. 3686, 3689-3692 & 3706-3716/13) Mr. Sana Ullah Zahid, ASC Syed Razaqat Hussain Shah, AOR (CMA Nos. 3741/2013 Mr. M. Ashraf Shah, DSP (CMA No. 3328/2013) Syed Razaqat Mustafa, (CMA No. 3684/2013) Syed Pervaiz Kandhari (CMA No. 3740/2013) Mr. Muhammad Zaman, Ex. Site Engr. (CMA 4030/2013) M/s. Afzal Shigri, Sultan Azam Temori, Sikandar Hayat and Abdul Hannan (in person)
Dates of hearings	22.5.2013, 30.5.2013, 11.06.2013, 12.06.2013, 13.06.2013, 14.06.2013, 25.6.2013 & 02.07.2013

JUDGMENT

IJAZ AHMED CHAUDHRY, J.- A confidential

inquiry report was submitted to the Secretary Interior, Islamabad by National Police Foundation (NPF) against Anjum Aqeel Khan, MNA/Proprietor of M/s. Land Linkers. It was alleged in the said report that Anjum Aqeel Khan, in connivance with four former NPF officers, namely, Iftikhar Ahmed Khan (Managing Director), Abdul Hannan, Khuda Bakhsh (Additional Directors) and Laeeq Ahmed Khan as Director Land had committed a fraud of rupees six billion with NPF during the procurement of the land for NPF Housing Society in E-11, Islamabad as a 'broker'. This story was published by Mr. Rauf Kalasra, a journalist, in "Express Tribune" dated

30.1.2011 under the heading **“Secret probe implicates MNA in Rs. 6 billion scam”**. The matter was registered initially as HRC No.2888-G of 2011 and report was called from the Secretary Ministry of Interior, Government of Pakistan. It was, inter-alia, stated in the report that during the course of enquiry, the relevant record of the NPF had been perused. Statements of different officers of NPF and other witnesses were recorded. Mr. Anjum Aqeel Khan was also confronted with the allegations. During inquiry proceedings on 22.2.2011 everything was discussed in detail and Anjum Aqeel Khan finally gave undertaking which was countersigned by the Director Housing, for final settlement of the accounts. As per undertaking Anjum Aqeel Khan was ready to surrender crystal courts and was ready to pay the price of 126 kanals land. However, further enquiry to determine the act of omission/commission on the part of the former officers of NPF and Anjum Aqeel Khan was going on and the officers involved were called to join inquiry on 28.2.2011 at Lahore. After perusal of the said report a comprehensive report was called from the Secretary Interior and Chairman NPF. Accordingly, Mr. Zafar Ahmad Qureshi, the then Managing Director, National Police Foundation, submitted a comprehensive report on 4.6.2011.

2. In the above said report the gist of allegations was stated as under:-

“Gist of Allegations

During the procurement of land for the development of housing scheme in section E-11 Islamabad, the company of Anjum Aqeel Khan, (presently MNA) namely M/s Land Linkers was chosen. The officers/officials of NPF had extended undue favours to Anjum Aqeel Khan in the process of the procurement of land. He had been paid millions of rupees by NPF without getting equivalent land at the relevant time. Resultantly NPF had to face huge losses."

The report further shows that during the enquiry proceedings, the relevant record of the NPF as well as NPF Housing Scheme, E-11, Islamabad was consulted. The concerned officers were also interviewed and their version was also obtained. After discussing the working of National Police Foundation, the introduction of NPF Housing Scheme E-11, Islamabad, the introduction of M/s. Land Linkers, the charter of duties of the officers responsible for the procurement of land, etc., the mode of procurement of Lands, etc., the irregularities committed in the process of procurement, etc. and the terms of settlement between Anjum Aqeel Khan and the National Police Foundation, the inquiry officer Mr. Zafar Qureshi, the then M.D. concluded as under:-

1. *"The mandate of the undersigned was confined to hold a fact finding enquiry to unearth the irregularities committed in the process of procurement and to quantify the loss faced by NPF as a result of these irregularities.*
2. *During the course of enquiry, a number of serious irregularities have been found committed by senior position holders of NPF showing their gross negligence*

and in-competency in the process of procurement at different times. The detail of which has been discussed at length in the preceding paras.

- 3. All these officers of NPF who had committed irregularities in the procurement of land had either been retired from the service or left the organization.*
- 4. All the agreements made for the procurement of land at all times were vague in nature and they did not contain any final cut off date for the supply of land and settlement of accounts by NPF with M/s Land Linkers.*
- 5. The land procured through M/s Land Linkers was neither finally quantified by the previous administration of NPF till 2010 nor any effort was made to resolve the issues of shortage of land/rendition of accounts with M/s Land Linkers.*
- 6. Anjum Aqeel Khan had entered into an agreement through which he has made good all the shortfall of land.*
- 7. Anjum Aqeel Khan arranged an agreement between Tahir Mehmood Khan etc. and NPF to pay off the liability of Rs.353.00 million approximately to 59 affecttees after a period of eleven years.*
- 8. The present outstanding liability of Anjum Aqeel Khan is 126 kanals. Anjum Aqeel Khan had submitted undertaking to pay off the price of this land after determination of its worth by the Committee of Administration of NPF.*
- 9. Audits were held every year, the affiliation transactions were never audited for stated reasons that nothing was paid to Anjum Aqeel Khan.*
- 10. During the course of this enquiry, long outstanding issues/disputes of NPF has been resolved and NPF has been benefited with the colossal amount of Rs.6.00 billion approximately in shape of land. The undersigned has no hesitation to admit that the notice taken by Honourable Chief Justice of Pakistan facilitated the recovery of huge amount after lapse of eleven years".*

The said report came up before one of us (Iftikhar Muhammad Chaudhry, C.J.) in Chamber when the following order was passed.

"A perusal of report indicates that a considerable amount belonging to allottees of the plots, National Police Foundation and employees of the Police has not been counted for completely. Even now matter is being postponed on the basis of undertaking etc. by the owners of M/s Land Linkers from whom property was purchased. Thus, it is a case where protection to the property of NPF and allottees has not been provided, therefore, case may be registered under Article 184(3) of the Constitution and notices be issued to:

- (i) Chairman, NPF, holding the charge presently and during the period when the property was purchased from M/s Land Linkers.*
- (ii) Owner of M/s Land Linkers, through Secretary Interior.*

They should appear and file comprehensive statements about the allegations made against them. However, those who have retired from NPF but otherwise were responsible for the illegalities, should also be served upon through official agencies. Put up in Court on 15.06.2011."

3. The matter was accordingly registered as SMC No. 11 of 2011 and was heard in Court on 21.6.2011. Relevant portion from the order dated 21.6.2011 reads as follows:

"Capt. (R) Zafar Ahmed Qureshi, Managing Director, National Police Foundation has appeared and stated that he has conducted a preliminary inquiry, pointing out the illegalities/ irregularities in

the affairs of purchase of land in National Police Foundation and on the basis of the same he is approaching the Secretary, Ministry of Interior to convene a meeting of the Committee of Administration, to ensure that matter should be dealt with strictly in accordance with law, without causing any prejudice to either of the parties. However, he requests that in order to do the needful, he needs some time.

2. *It is made clear that no one is above the law, whosoever he may be. If there is any violation of rules/regulations or illegalities/ irregularities or there is any element of corruption or corrupt practices, in purchase of land by the persons who were at the relevant time in the helm of affairs, the law shall take its own course against them."*

4. The matter was accordingly registered as SMC No. 11 of 2011 and was heard in Court on 21.6.2011. During pendency of the matter newspaper Daily Duniya, Rawalpindi published a news item with the following captions:-

"سیکرٹری داخلہ نے خفیہ معاہدہ سے انجم عقیل کو اربوں کی اراضی واپس کر دی۔
حکومت ختم ہونے سے دس روز قبل ہونے والے خفیہ معاہدے میں آئی جی بنیامین اور این پی ایف کے ایم ڈی بھی شامل ہیں
سو موٹو کے باوجود سابق رکن اسمبلی نے اربوں کما لئے۔ 2011 میں
منظر عام پر آنے والا سکینڈل انجام کو پہنچ گیا۔"

5. As the matter was pending, the same was again taken up and notices were issued. On 26.4.2013 Mr. Tariq Haneef Joiya, Director Housing-cum-Secretary, National Police Foundation appeared and stated that Mr. Zahid Mahmood DG, who had retired on 29.3.2013, had entered into an agreement with Anjum Aqeel

Khan, MNA, which has retained in safe custody. He was required to place the same on record along with comments on the news caption. In pursuance of order dated 21.6.2011 a list of the allottees was also placed on record which indicated that the statement made by Mr. Zafar Ahmed Qureshi, MD was correct that the plots were allotted more than their entitlement to the police officers and even plots were allotted to some civilians. A report was also called from him as to what action was taken against them.

6. The matter was again taken up by this Court on 29.4.2013 when the following order was passed:

"Mr. Tariq Hanif Joiya, Secretary, Committee of Administration, NPF, has filed reply (CMA No.2456/13), which we have gone through in a cursory manner and we consider it appropriate to issue notice to Mr. Zahid Mahmood, Former Managing Director, National Police Foundation.

2. *Mr. K.M. Siddiq Akbar, Chairman, ex-officio, Mr. Bani Amin Khan, Inspector General of Police, Islamabad and Mr. Tariq Hanif Joiya, Secretary, Committee of Administration, NPF Islamabad, are present. Mr. Makhdoom Ali Khan, Sr. ASC has entered appearance on behalf of Mr. Anjum Aqeel Khan, Ex-MNA, who himself is also present.*

3. *Raja Muhammad Ayub, former S.P., appeared and stated that a plot had been allotted on which a boundary wall has already been constructed but he is being dispossessed by the Foundation.*

4. *Mr. Tariq Hanif Joiya, the Secretary, Committee of Administration, NPF informed that as far as the Foundation is concerned, it has nothing to*

do with it, because there is a litigation going on between him and one Nisar Ahmed, who is the owner of the property, in the Civil Court.

5. Issue notice to Nisar Ahmad for the next date of hearing. In the meanwhile, the incumbent M.D. is directed to effect the service upon the allottees to whom more than one plot has been allowed despite of terms and conditions that one person was allowed one plot only. It is informed by Mr. Tariq Hanif Joiya that in pursuance of earlier proceedings, a case was registered and now proceedings have been started for withdrawal of the same. The D.G., FIA is directed not to take any action till the pendency of this case.

6. Mr. Anjum Aqeel Khan and others noted hereinabove except the allottees, are required to furnish their reply of the news clipping appeared in the daily "Dunya" on the next date of hearing.

7. Mst. Zahida Durrani, appeared and stated that she has already been impleaded party but so far no plot has been given to her. The National Police Foundation is directed to furnish the list of the affectees along with their grievances against the Foundation because of non-allotment of the plot. Notice shall also be issued to all of them.

8. Mr. Rauf Kalasra, Editor Investigation, the daily "Dunya" appeared and stated that in the year 2011, he had disclosed the news of fraudulent transactions and few days before again when a new agreement, which according to him is a bogus one, he on having coming to know about the same disclosed this news again. Today during the hearing, he has stated that important facts are being concealed from this Court, therefore, permission be accorded to him to place on record the relevant documents to provide assistance to this Court. Order accordingly.

7. On 30.5.2013 this Court issued notice to Mr. Zafar Ahmad Qureshi, Ex-MD who had prepared the inquiry report, and also made the following direction:

"2. Prima facie it appears that a good number of allotments have been made in favour of various allottees contrary to the provisions of scheme of the Administration for the National Police Foundation dated 14.03.1975, therefore, the Secretary, NPF is directed to furnish the list of all those allottees in both the schemes to ascertain as to whether the allotments have been made in their favour according to the scheme noted hereinbefore or otherwise."

8. After issuing of notices, we have heard Mr. Rauf Kalasara, Auditor (Investigation) Daily Duniya, Mr. Zafar Ahmad Qureshi, former MD, NPF, Mr. Muhammad Azam Khan, Addl. DG FIA, learned counsel for the NPF, Ex-officials of NPF, M/s. Land Linkers, and other necessary parties and have gone through the reports/record made available before us.

9. Mr. Rauf Kalasara, Auditor (Investigation) Daily Duniya, who has published a news item in the Express Tribune, entered his voluntary appearance and while supporting his report published in the aforesaid newspaper submitted that Anjum Aqeel Khan acted as a broker for the National Police Foundation through his firm, namely, Land Linkers and his job was only to find out land for the Foundation's Residential Colony; that said Anjum Aqeel

Khan got allotted hundreds of plots to his nominees without any formal agreement and the Foundation allotted these plots in accordance with the formula prepared by the Capital Development Authority i.e. 54:46 governing the affiliation of the private land with Government Housing Scheme, according to which, a private land owner has to surrender and provide 46% of his land for roads and streets; that Anjum Aqeel Khan was allotted 162 kanals of developed land and as per this ratio he had to provide 300 kanals land to the Foundation but he had provided only 70 kanals of land and 229 kanals land has yet to be provided by him on account of affiliation of land and an additional 100 kanals land on account of double purchase; that said Anjum Aqeel Khan had not transferred 329 kanals of land to the National Police Foundation and that said Anjum Aqeel Khan has not only defrauded the National Police Foundation by usurping its funds of billions of rupees but also cheated the general public.

10. Mr. Hamid Khan, learned Senior ASC appearing on behalf of Iftikhar Ahmad Khan, Laeeq Ahmad Khan, Abdul Hannan, Khuda Bakhsh and four others, ex-officials of the National Police Foundation, submitted that the aforesaid ex-officials of the National Police Foundation had acted in good faith for the benefit and interest of the Foundation; made the housing scheme successful when nobody was prepared to purchase a plot in the said scheme and the alleged irregularities or lapses are not at all

attributable to any mala fide or deliberate intend on their part; that the allegations or adverse statements made against them in the inquiry report are categorically denied; that the conclusions drawn by the inquiry officer are not supported by the facts and record and suffer from inconsistencies, contradictions, misinterpretation and misreading of available record and that in such circumstances the aforesaid ex-officials of the National Police Foundation are not responsible for the acts of omission and commission as highlighted in the inquiry report.

11. Mr. Makhdoom Ali Khan, learned Senior ASC has appeared on behalf of Anjum Aqeel Khan and contended that the matter was investigated, FIR was also registered, civil agreement was executed, as such no action is required to be taken by this Court since the interest of the Foundation has been safeguarded by executing agreement by Anjum Aqeel Khan in favour of the Foundation; that National Police Foundation is neither a Government department nor a corporate body and instead it is a self-financing organization originally established in the year 1975 so as to generate funds for the benefits of both retired and serving members of the police forces and in such an eventuality National Police Foundation established a housing scheme, namely, National Police Foundation Housing Society in sector E-11 in Islamabad which has chequered history as the Federal Government in the year 1968 decided to acquire 15000 acres of land for Islamabad city

excluding the area falling within the Golra Revenue Estate; that the said land was acquired by the CDA in the year 1968 but the CDA failed to pay full compensation for the built up area with the result that the affectees refused to vacate the land; that in the year 1980 CDA decided to acquire portions of Golra Revenue Estate falling within sectors E-12, F-11 & F-12 and the affectees of the said land were allotted plots in sector E-11 in compensation of acquisition of their land; that when the NPF decided to establish the society in sector E-11 in the year 1989 presuming that the purchase of rights from the allottees would be sufficient but it became evident that mere purchase of rights was insufficient since possession of the land invariably lay with other parties who had no intention to vacate the possession and in such circumstances NPF to have local assistance in acquiring possession of land and made a contact with Anjum Aqeel Khan who was operating through an unregistered firm, namely, M/s Land linkers and was a notable of Golra village and that NPF had acquired approximately 540 of land prior to engaging M/s Land Linkers but could not take possession thereof and today if society is owner in possession of 1325 kanals of land, it is due to the efforts of Anjum Aqeel Khan; that NPF sought assistance of Anjum Aqeel Khan in two different ways i.e. getting possession of the land of which title was already with NPF and obtained additional land for the NPF both through the purchase of allottee's and affectee's rights regarding which series of agreements were entered into between the parties; that Anjum Aqeel Khan

arranged possessory rights for all the land which NPF had purchased from allottees and arranged purchase and possession of approximately 608 kanals of land; that Mr. Anjum Aqeel Khan also arranged two other types of land which form part of the NPF i.e. the property which fell within the boundaries of the Golra Revenue Estate in E-11 i.e. exempted land, part of exempted land adjacent to NPF land was purchased by Anjum Aqeel Khan in his personal capacity and subsequently offered to for affiliation, i.e. for inclusion within the formal bodies of the NPF, in exchange for plots within the NPF and the property, title of which was disputed; that Anjum Aqeel Khan had made payment over and above the agreed rates with the Foundation to the persons from whom the land was purchased which approximately comes to Rs.200 million; that Anjum Aqeel Khan of M/s Land Linkers did not act as seller to the society but instead acted as intermediary who arranged transactions in favour of NPF which entered into agreements directly or indirectly with the sellers and if there is any shortfall, Anjum Aqeel Khan is not responsible for that and cannot be pressed upon to make good all the alleged losses suffered by NPF; that according to the record NPF has fully been compensated for all the losses suffered by it as the people, who took payment for land which was not ultimately transferred to NPF, have now repaid to the NPF all amounts received by them, as such, NPF has suffered no loss; that after the decision of this Court regarding shortage of 21 kanals of land option was available with the NPF for filing of suit

of damages against original sellers but having failed to do so NPF cannot demand said land due to its own neglect; that so far as shortage of 21 kanals 19 marlas of duplicate land is concerned, it was on the basis of inadvertence and that the said shortcoming had never been agitated by the NPF and had only raised general allegation of a shortfall in land to which Anjum Aqeel Khan has responded that if any shortfall was shown he would make it good; that as far as the allegation regarding affiliation of land against Anjum Aqeel Khan is concerned, the plots were allotted to the nominees of Anjum Aqeel Khan without any formal agreement and it was incumbent upon the society to adopt a more formal arrangement in relation to the affiliation of land and the subsequent allotment of plots then that obligations was on the society and not on Anjum Aqeel Khan; that the allegations regarding Crystal Court are misleading and unsustainable and that the inquiry report submitted by Mr. Qureshi misrepresents certain facts and thus fails to paint full picture of the matter as is evident from the progress report prepared by the FIA. Learned counsel for Anjum Aqeel Khan finally contended that Anjum Aqeel Khan is ready and willing to abide by the terms of the settlement agreements signed by him with the NPF and he would have no objection if these agreements are set aside by this court and the entire matter is re-examined by a professional firm of auditors and in such an eventuality Anjum Aqeel Khan is fully confident that such re-examination would only substantiate his stance.

12. Mr. Tariq Hanif Joiya, Secretary, Committee of Administration, NPF, filed reply (CMA No. 2456/2013). He has stated in his application that the then Director Housing Mr. Shahid Iqbal calculated the loss of six billion of NPF, but during investigation he failed to satisfy the investigation team regarding his calculation of six billions loss. However, as per record the transaction of business was only for Rs.520,284,375/- and that the calculation made by the then Director Housing as six billion loss of NPF is not correct as per available record of the housing directorate. He further stated that as per direction of this Honourable Court the list of high ups who had allotted more than one plot up to ten plots was submitted before the Committee of Administration and also consulted the legal expert, a request was also sent to a prominent Advocate of Supreme Court Mr. Muhammad Akram Sheikh for the guidance so that action be taken against them but despite all out efforts no one endorsed the NPF for action against them as per law; that presently, the plots which were allotted to the High ups and civilians (more than one plot up to 10) have been disposed off in two, three and more hands and the purchasers have constructed the houses over there and are living with their families. However, efforts are under way to address the issue as directed by the Apex Court as early as possible and action will be taken against those high ups and civilians as per law; that after action was initially taken by MD NPF, namely, Mr. Zafar

Ahmad Qureshi, numerous Managing Directors successively appointed, dealt with the letter for the withdrawal of the criminal case FIR No.17 dated 5.7.2011 under sections 406, 409, 468, 471, 420, 109 and 5(2) 47 PCA registered with P.S FIA, Islamabad and their views and those of the COA comprising well known and well reputed Inspectors General of Police, culminated in the settlement and resettlement of the issue; that none of the officers had even remote connection with the procurement of land, etc. illegally. In the end he has stated that the Suo Moto action by this Honourable Court, subsequent investigation by the FIA team and thorough inquiries have resulted in the resettlement and the problem is resolved in the interest of the Foundation.

13. Syed Asghar Hussain Sabzwari, Senior Advocate Supreme Court, learned counsel for the National Police Foundation contended that the Housing scheme was established on commercial basis for the beneficiaries/Government servants and general public, terms and conditions were prepared at the time of establishment of the housing schemes wherein it is clearly mentioned at serial No. 2 that an applicant can apply for only one plot but it is not clear that the other family members of the said applicant are not entitled to get the membership for allotment of plot; that as per definition of Article 1 of the Constitution of NPF, dependants means wife / wives, dependant parents, dependant sons and unmarried daughters of beneficiaries and other relatives

who are so prescribed by the Committee of Administration; that the Foundation, as per clause 1 of Article 2 of the Constitution of NPF, was responsible to provide all basic facilities to the serving and retired beneficiaries and their dependants, as defined in the definition such as advance loan or stipend grants to the dependants and provide loan for the construction of low cost houses of various categories; that in the year 2001 as the Foundation was facing acute problems of funds for the development of housing schemes, a meeting was convened under the chairmanship of the then M.D National Police Foundation wherein after detailed discussions it was resolved that in order to generate funds the membership be opened for general public so as to develop E-11 Housing Scheme and that in order to safeguard the interest of the Foundation the properties of Anjum Aqeel Khan have been mortgaged in favour of the National Police Foundation till successful completion of the agreement executed in between him and the Police Foundation.

14. Mr. Bani Amin, Inspector General of Police, Islamabad also appeared and submitted concise statement (CMA No.2353/2013) in which he has tried to explain the validity/legality of settlement agreement dated 4.3.2013. He submitted that on the direction of this Court through order dated 3.6.2011 matter was placed before the Committee of Administration of NPF and the meeting of the Committee was held on 28.6.2011 and after detailed discussion of the issues regarding purchase of land, the Committee

of Administration constituted a Sub-Committee of three IGs, namely, Syed Shabbir Ahmad, Hassain Asghar and Dr. Tariq Ahmad Khokhar. The Sub-Committee submitted a report to the Committee of Administration which was objected to by Anjum Aqeel Khan, therefore, another Sub-Committee comprising the Secretary Interior, M.D. National Police Foundation, Inspector General of Police, Islamabad and Director Housing NPF was constituted. The said Sub-Committee discussed all the issues with Anjum Aqeel Khan at length and solution proposed was placed before the Committee of Administration. In the end he submitted that he being nominated member of the Sub-Committee by the Committee of Administration took part in the negotiations of outstanding issues with Anjum Aqeel Khan and proposed viable solution in good faith and in the best interest of National Police Foundation.

15. Secretary Interior, Khawaja Siddique Akbar was also given notice but he has not submitted his reply. Though he made his appearance before the Court on some dates of hearing but when he was called for his arguments, he was found absent.

16. Syed Ali Zafar, learned Counsel for the allottees of more than one plot in the Housing Scheme, who have also filed miscellaneous applications in the instant proceedings, contended that none of the ingredients for the exercise of jurisdiction by this Court under Article 184(3) of the Constitution of Islamic Republic

of Pakistan, 1973 are available in the facts and circumstances of the case; that the applicants are bona fide purchasers of the plots and no allegation has either been made against the applicants or proved during the inquiry or investigation that they had obtained more than one plots unlawfully and that the only allegation made regarding purchase of plot was against the management of National Police Foundation; that as the applicants never remained part of the National Police Foundation or a member of the Board of Directors or Committee of Administration thereof, as such, the allegations are not relatable to the applicants and that in such circumstances, he has prayed that since the applicants are bona fide purchasers of the plots for consideration, therefore, any observation made against the applicants will damage their reputation and the notice against the applicants may be withdrawn in the interest of justice.

17. From the above facts and arguments the following issues have cropped up for determination:

- 1) Whether the National Police Foundation (NPF) is a charitable Organization, if yes, who are its beneficiaries?
- 2) Whether the NPF is authorised to launch private Housing Schemes, etc. for the general public?
- 3) Whether the Housing Scheme of E-11 was launched in a transparent manner?

- 4) Whether all the agreements/settlement entered into between the NPF and M/s. Land Linkers were lawful and transparent?
- 5) Whether the beneficiaries and the private members of the housing scheme or their dependants were entitled to have more than one plot in any housing scheme launched by the NPF?
- 6) Whether the rights of beneficiaries of NPF were fully protected?

18. Before discussing the aforesaid questions/issues, we would first like to determine the question of jurisdiction of this Court in such like cases, as urged by Syed Ali Zafar learned counsel for the allottees of more than one plot. Article 184(3) of the constitution of Islamic Republic of Pakistan, 1973, confers jurisdiction upon this Court to examine such like matters, under the principle of judicial review, where the Government bodies exercise their powers in an arbitrary and partisan manner. In this respect we are fortified by the judgment of this Court in Suo Motu Case No.13 of 2009 (**PLD 2011 Supreme Court 619**) wherein it has been held as under:-

"24. It is well-settled that in matters in which the Government bodies exercise their contractual powers, the principle of judicial review cannot be denied. However, in such matters, judicial review is intended to prevent arbitrariness or favouritism and it must be exercised in larger public interest. It has also been held by the Courts that in matters of judicial review the basic test is to see whether there is any infirmity in the decision making process. It is also a well-settled principle of law that since the power of judicial review is not an appeal from the decision, the Court cannot substitute its decision for that of the decision maker. The interference with the decision making process is

warranted where it is vitiated on account of arbitrariness, illegality, irrationality and procedural impropriety or where it is actuated by mala fides. Reference may be made to (1) *Ramana Dayaram Shetty v. International Airport Authority of India* (1979) 3 SCC 489; (2) *Tata Cellular v. Union of India* (1994) 6 SCC 651 = AIR 1996 SC 11; (3) *Raunaq International Ltd. v. I.V.R. Construction Ltd.* (1999) 1 SCC 492; (4) *Air India Ltd. v. Cochin International Airport Ltd.* (2000) 2 SCC 617; (5) *Reliance Energy Ltd. v. Maharashtra State Road Development Corpn. Ltd.* (2007) 8 SCC 1 and (6) judgment dated 24-8-2009 of the Andhra High Court in *Nokia Siemens Networks (Pvt.) Ltd. v. Union of India*. In *Air India Ltd. v. Cochin Int., Airport Ltd.* (AIR 2000 SC 801), it was held as under:

"7. The law relating to award of a contract by the State, its corporations and bodies acting as instrumentalities and agencies of the Government has been settled by the decision of this Court in *R.D. Shetty v. International Airport Authority; Fertilizer Corporation Kamgar Union v. Union of India; Asstt. Collector, Central Excise v. Dunlop India Ltd.; Tata Cellular v. Union of India; Ramniklal N. Bhutta v. State of Maharashtra and Raunaq International Ltd. v. I.V.R. Construction Ltd.* The award of contract, whether it is by a private party or by a public body or the State, is essentially a commercial transaction. In arriving at a commercial decision considerations which are of paramount are commercial considerations. The State can choose its own method to arrive at a decision. It can fix its own terms of invitation to tender and that is not open to judicial scrutiny. It can enter into negotiations before finally deciding to accept one of the offers made to it. Price need not always be the sole criterion for awarding a contract. It is free to grant any relaxation, for bona fide reasons, if the tender conditions permit such a relaxation. It may not accept the offer even though it happens to be the highest or the lowest. But the State, its corporations, instrumentalities and agencies are bound to adhere to the norms, standards and procedures laid down by them and cannot depart from them arbitrarily. Though that decision is not amenable to judicial review, the Court can examine the decision making process and interfere if, it is found vitiated by mala fides, unreasonableness and arbitrariness. The State, its corporations, instrumentalities and agencies have the public duty to be fair to all concerned. Even when some defect is found in the decision making process the Court must exercise its discretionary, power under Article 226 with

great caution and should exercise it only in furtherance of public interest and not merely on the making out of a legal point. The Court should always keep the larger public interest in mind in order to decide whether its intervention is called for or not. Only when it comes to a conclusion that overwhelming public interest requires interference, the Court should intervene."

In Tata Cellular v. Union of India (AIR 1996 SC 11) = [(1994) 6 SCC 651], it was held as under:--

"85. It cannot be denied that the principles of judicial review would apply to the exercise of contractual powers by Government bodies in order to prevent arbitrariness or favoritism. However, it must be clearly stated that there are inherent limitations in exercise of that power of judicial review. Government is the guardian of the finances of the State. It is expected to protect the financial interest of the State. The right to refuse the lowest or any other tender is always available to the Government. But, the principles laid down in Article 14 of the Constitution have to be kept in view while accepting or refusing a tender. There can be no question of infringement of Article 14 if the Government tries to get the best person or the best quotation. The right to choose cannot be considered to be an arbitrary power. Of course, if the said power is exercised for any collateral purpose the exercise of that power will be struck down.

86. Judicial quest in administrative matters has been to find the right balance between the administrative discretion to decide matters whether contractual or political in nature or issues of social policy; thus they are not essentially justifiable and the need to remedy any unfairness. Such an unfairness is set right by judicial review.

89. Observance of judicial restraint is currently the mood in England. The judicial power of review is exercised to rein in any unbridled executive functioning. The restraint has two contemporary manifestations. One is the ambit of judicial intervention; the other covers the scope of the court's ability to quash an administrative decision on its merits. These restraints bear the hallmarks of judicial control over administrative action.

90. Judicial review is concerned with reviewing not the merits of the decision in support of which the application for judicial review is made, but the decision-making process itself."

In Sterling Computers Ltd. v. Messrs, M. and N. Publications Ltd, (AIR 1996 SC 51), it was held as under:-

"19. While exercising the power of judicial review, in respect of contracts entered into on behalf of the State, the Court is concerned primarily as to whether there has been any infirmity in the 'decision making process'. In this connection reference may be made to the case of Chief Constable of the North Wales Police v. Evans, [1982] 3 All ER 141, where it was said that 'The purpose of judicial review.'"

"... is to ensure that the individual receives fair treatment, and not to ensure that the authority, after according fair treatment, reaches on a matter which it is authorized or enjoined by law to decide for itself a conclusion which is correct in the eyes of the court."

By way of judicial review the court cannot examine the details of the terms of the contract which have been entered into by the public bodies or the state. Courts have inherent limitations on the scope of any such enquiry. But at the same time as was said by the House of Lords in the aforesaid case, Chief Constable of the North Wales Police v. Evans (supra), the Courts can certainly examine whether 'decision making process' was reasonable, rational not arbitrary and violative of Article 14 of the Constitution.

20. If the contract has been entered into without ignoring the procedure which can be said to be basic in nature and after an objective consideration of different options available taking into account the interest of the State and the public, then Court cannot act as an appellate authority by substituting its opinion in respect of selection made for entering into such 'contract. But, once the procedure adopted by an authority for purpose of entering into a contract is held to be against the mandate of Article 14 of the Constitution, the Courts cannot ignore such action saying that the authorities concerned must have some latitude or liberty in contractual matters and any interference by court amounts to encroachment on the exclusive right of the executive to take such decision.

26. The cases aforesaid on which reliance was placed on behalf of the appellants, have also reiterated that once the State decides to grant any right or privilege to others, then there is no escape from the rigour of Article 14; the executive does not have an absolute discretion, certain precepts and principles have to be followed, the public interest being the paramount consideration. It has also been' pointed out that for securing the public interest one of the methods recognised is to invite tenders affording opportunity to submit offers for consideration in an objective manner. However, there may be cases where in the special facts and circumstances and due to compelling reasons which must stand the test of Article 14 of the Constitution, departure of the aforesaid rule can be

made. This Court while upholding the contracts by negotiation in the cases referred to above has impressed as to how in the facts and circumstances of those cases the decisions taken by the State and the authorities concerned were reasonable, rational and in the public interest. The decisions taken in those cases by the authorities concerned, on judicial scrutiny were held to be free from bias, discrimination and under the exigencies of the situation then existing to be just and proper. On the basis of those judgments it cannot be urged that this court has left to the option of the authorities concerned whether to invite tenders or not according to their own discretion and to award contracts ignoring the procedures which are basic in nature, taking into account factors which are not only irrelevant but detrimental to the public interest."

25. A part of the argument vehemently canvassed at the bar was that the main purpose of awarding contract to this party was to get the CDA land cleared off from the illegal occupants, which the CDA was unable to do. In this behalf, reference was made to agreements containing recitals of payment of different sums of money made to certain persons in lieu of their vacating such land. According to the aforesaid agreements, huge sums of money running into millions of rupees were allegedly paid. But, surprisingly, no details of payment, such as bank drafts, pay orders, cheques, etc. were given in the said agreements. It is not believable that such large sums of money were paid in cash. Besides, the agreements in question were documents not registered in accordance with law. There was, so to say, no valid proof of payment furnished to our satisfaction. Further, no details of the land allegedly in the illegal possession of the land grabbers along with the names/number of encroachers were provided. **Thus, looked at from any angle, the transaction appears to be a sham deal.** The whole exercise appears to be an eyewash. This also negates the claim

26. The cases aforesaid on which reliance was placed on behalf of the appellants, have also reiterated that once the State decides to grant any right or privilege to others, then there is no escape from the rigour of Article 14; the executive does not have an absolute discretion, certain precepts and principles have to be followed, the public interest being the paramount consideration. It has also been pointed out that for securing the public interest one of the methods recognised is to invite tenders affording opportunity to submit offers for consideration in an objective manner. However, there may be cases where in the special facts and circumstances and due to compelling reasons which must stand the test of Article 14 of the

Constitution, departure of the aforesaid rule can be made. This Court while upholding the contracts by negotiation in the cases referred to above has impressed as to how in the facts and circumstances of those cases the decisions taken by the State and the authorities concerned were reasonable, rational and in the public interest. The decisions taken in those cases by the authorities concerned, on judicial scrutiny were held to be free from bias, discrimination and under the exigencies of the situation then existing to be just and proper. On the basis of those judgments it cannot be urged that this court has left to the option of the authorities concerned whether to invite tenders or not according to their own discretion and to award contracts ignoring the procedures which are basic in nature, taking into account factors which are not only irrelevant but detrimental to the public interest."

The aforesaid findings in the case referred supra is complete answer to the argument raised by Syed Ali Zafar Advocate regarding jurisdiction of this case to enter into the arena of scrutiny of such like cases wherein the Government Bodies exercise their contractual powers in an arbitrariness or favouritism manner, thus, the exercise of principal of judicial review in the larger public interest cannot be denied.

19. The first question to be answered in the sequence is whether National Police Foundation is a charitable organization and if the answer is in yes, who are its beneficiaries?. If we see the origin of the Foundation and efforts made in this behalf from time to time we have no doubt in our mind that it is a charitable organization from whatever angle it is looked at. This perception is further invigorated by the SRO 334(1)/75 National Police Foundation was established under section 5 of the Charitable

Endowments Act, 1890 (VI of 1890). The said SRO reads as follows:

*"S.R.O. 334 (I)/75.—Whereas the Secretary to the Government of Pakistan, Ministry of Interior, States and Frontier Regions (Interior Division), Islamabad has applied for settlement by the Federal Government of a scheme for administration of the amount of two crores of rupees which is to be applied in trust for a charitable purpose to be known as the "National Police Foundation" and which is to be vested in the Treasurer of Charitable Endowment for Pakistan:
Now, THEREFORE, in exercise of the powers conferred by Sub-section (I) of section 5 of the Charitable Endowments Act, 1980 (VI of 1980) the Federal Government is pleased to settle the scheme set out in the schedule below for administration of the said National Police Foundation."*

The word "Charitable Purpose" has been defined in the Charitable Endowments Act, 1980 as under:

2. Definition: *In this Act, "charitable purpose" includes relief of the poor, education, medical relief and the advancement of any other object of general public utility, but does not include a purpose which relates exclusively to religious teaching or worship.*

The word "beneficiary" has been defined in "The Essential Law Dictionary by **Amy Hackney Blackwell**, as under:-

"Beneficiary. *N. Someone who benefits from someone else's act, such as a person for whom property is held in trust, the recipient of the proceeds of an insurance policy, or someone named in a will as a recipient of property."*

In the Black's Law Dictionary, the word "beneficiary" has been defined as under:

"BENEFICIARY. *One for whose benefit a trust is created; a cestui que trust. 195 N.E. 557, 564, 97 A.L.R. 1170. A person having the enjoyment of property of which a trustee, executor, etc., has the legal possession. The person to whom a policy of insurance is payable.*

Parrott Estate Co. v. Mc- Laughlin. D.C.Cal., 12 F.Supp. 23, 25; Odom v. Prudential Ins. Co. of America, 173 Or. 435, 145 P.2d 480, 482. One receiving benefit or advantage, or one who is in receipt of benefits, profits, or advantage. Bauer v. Myers, C.C.A.Kan., 244 F. 902, 908. For "Favored Beneficiary,".

AIMS AND OBJECTS:

Aims and Objects of the National Police Foundation have been mentioned in its Constitution which read as under:

- i) To extend and improve medical facilities for serving and retired beneficiaries and their dependents as defined in the definitions.
- ii) To advance, whether as a loan or stipend, grants to the dependents of retired or serving beneficiaries for the purpose of education at approved Institutions:
- iii) To provide for construction of low-cost houses of various categories and their sale on terms and conditions to be decided by the Committee of Administration to beneficiaries whether retired or serving.
- iv) To provide for Rest Houses/Centres which the beneficiaries and their dependents may use for rest and recreation, at such terms and conditions as the Committee may decide.
- v) To provide any other facility or help which the Committee of Administration may decide from time to time and which comes under the broad terms of "welfare" of the beneficiaries.
- vi) To provide lump-sum grants at a rate to be decided by the Committee of Administration in case of death or injury to any of the beneficiaries in the line of active duty.

The word "Beneficiaries" has been defined as under:-

- a) "Beneficiaries" mean persons of Pakistan domicile subjects of States acceded to Pakistan;

- i. Who have served or are serving in the Police Force of the Province of Punjab, Sindh, N.W.F.P., Balochistan, National Police Academy, Pakistan Railway Police, Islamabad Police, Azad Jammu & Kashmir and Northern Area Police as Police officer.
 - ii. Who have served or are serving in the Federal Police Organisation under the control of Director General Federal Security Force in the Ministry of Interior, States and Frontier regions (Interior Division), Islamabad.
 - iii. Who have served or are serving the Federal Investigation Agency, under the control of I.G./S.P.E. Director General Federal Investigation Agency in the Ministry of Interior, States and Frontier Regions (Interior Division), Islamabad.
 - iv. Who have served or are serving with executive police ranks on the Ministerial Cadre and other Ministerial staff of any other offices controlled by the Inspectors General of Provinces mentioned in (i) above, or under the Inspector General, Special Police Establishment/Director General, Federal Investigation Agency.
 - v. Who are or have been on deputation to any other departments from the police department wherein they have retained their permanent lien of service.
 - vi. Dependents of persons indicated in clause (i) to (v) and;
- b) "Dependents" means the wife/wives, dependent parents, dependant sons and unmarried daughters of beneficiaries and other relatives who are so prescribed by the Committee of Administration.

Committee of Administration:

Committee of Administration is constituted under Article 3 -1 (a) of the Constitution of the NPF which consists of fifteen members including the Chairman, by virtue of their offices, namely,

1. Secretary, Ministry of Interior, Government of Pakistan, Chairman Ex-Officio
2. D.G. FIA, Member/Vice Chairman
3. Inspectors General of Police of all the four provinces, Members
4. Commandant National Police Academy, Islamabad, Member
5. M.D. National Police Foundation, Member
6. Representative of the M/o Finance not below the rank of Additional Secretary, Member.
7. Representative of the M/o Industries not below the rank of Additional Secretary, Member.
8. Inspector General of Police, Pakistan Railways, Member.
9. Inspector General of Police, Azad Jammu & Kashmir, Member.
10. Inspector General of Police, Northern Areas, Gilgit, Member.
11. Inspector General of Police, Pakistan Motorway Police, Member (Approved by COA in the meeting held on 26.6.2000).

Functions of the Committee of Administration

Clause II of the Constitution deals with the functions of Committee of Administration which read as under:

- a) To receive and administer funds for the foregoing, health, educational and charitable objects and to that end, take and hold, by request, device, gift, purchase or lease, either absolutely, or in trust, any property, real, personal or mixed, without limitation as to amount or value, except such limitation, if any, as may be imposed by laws to sell convey, dispose of any such property and to invest and reinvest the principal and income thereof, to deal with and expand the principal and income of the Foundation for any of the aforementioned object and as may be contained in the instruments under which property is received or the other limitation imposed by law;
- b) To receive any property, real, personal or mixed in trust under the terms of any will, deed of trust or other trust instrument for the foregoing objects or any of them (but for no other purpose) and in administering the same to carry out the directions and exercise the powers contained in the trust instrument under which the property is received including the expenditure of the principal as well as the income for or more objects, or such subjects as authorised or directed in the instrument under which it is received.
- c) To receive take title to hold and use the proceeds and income of stocks, bonds, obligations, or other securities of any government or Corporations, domestic, or foreign but only for the foregoing purposes of some of them;

- d) And generally to undertake, do and perform all such acts, matters or things as may be desirable or necessary in the opinion of the committee of Administration for the accomplishment of foregoing purposes or any of them and in particular but without prejudice to generally of the foregoing to enter into contracts, to undertake financial and commercial obligations to borrow or raise or secure the payment of money to sell exchange mortgage, let or lease the property and accounts of the Foundation, to purchase, take on lease or tenancy or in exchange, hire take over options, or otherwise require any estate interest or property and to hold develop, deal with turn to account any property assets, or rights, real or personal or any kind and in the directions of the Committee of Administration to, apply the assets of the Foundation in or towards the establishment of any association and institution the objects or purposes of which are in accordance with the objects of the Foundation."

20. From the narration of the aforesaid facts and the picture depicted from the documents, it is crystal clear that the National Police Foundation was established on 18.3.1975 under sub section (1) of Section 5 of the Charitable Endowment Act 1890 by the Ministry of Health and Social Welfare for the welfare of employees of Federal and Provincial Police Organizations and serving and retired employees of the said Police Organizations, thus it is charitable organization within the meaning of section 2 of

the Charitable Endowment Act, 1980 for the benefits of the following:

- i) Who have served or are serving in the Police Force of the Province of Punjab, Sindh, N.W.F.P., Balochistan, National Police Academy, Pakistan Railway Police, Islamabad Police, Azad Jammu & Kashmir and Northern Area Police as Police officer.
- ii) Who have served or are serving in the Federal Police Organisation under the control of Director General Federal Security Force in the Ministry of Interior, States and Frontier regions (Interior Division), Islamabad.
- iii) Who have served or are serving the Federal Investigation Agency, under the control of I.G./S.P.E. Director General Federal Investigation Agency in the Ministry of Interior, States and Frontier Regions (Interior Division), Islamabad.
- iv) Who have served or are serving with executive police ranks on the Ministerial Cadre and other Ministerial staff of any other offices controlled by the Inspectors General of Provinces mentioned in (i) above, or under the Inspector General, Special Police Establishment/director General, Federal Investigation Agency.
- v) Who are or have been on deputation to any other departments from the police department wherein they have retained their permanent lien of service.
- vi) Dependents of persons indicated in clause (i) to (v).

21. From the definition of charitable purpose as per section 2 of Charitable Endowments Act, 1890 it is crystal clear that it is for

the relief of the poor, education, medical relief and the advancement of any other object of general public utility but does not include a purpose which relates exclusively to religious teaching or worship. In such circumstances, the benefit could be given only to those who are poor and entitled to have share from charity. It is apparent from the constitution of the Foundation that the Foundation was established in March 1975 as a Trust for the benefit of all police forces in the country, the main object of which was to provide help in the shape of medical, education, one time grants, artificial limbs, scholarships, dowry, vocational training centres etc. It is a self-financing agency and generates funds from its own projects such as industrial units, housing schemes, security services etc. The very purpose of the establishment of the Foundation was to help poor objects of the police organizations. The purpose of Administration Committee or the Board of Directors and the Authority under the Endowment Act is to generate funds for the persons who come within the definition of beneficiaries under the aforesaid Act. They could only generate funds for the welfare of the beneficiaries, while framing aims and objects of the NPF they have inserted all the provisions therein which could benefit to them and other such like officers of the police organization and not to the benefit of the actual beneficiaries.

Even otherwise, the aims and objects of the Foundation should have been framed in accordance with the substantive law

and framing of rules in conflict with or derogating from the substantive provisions of law or statute under which the Rules are framed are normally declared invalid due to certain reasons. This Court on an earlier occasion while dealing with such like case in *Suo Motu Case No.13 of 2009 (PLD 2011 SC 619)* held as under:-

"16. The first question, which requires to be determined by this Court in the instant case is whether it was permissible for the CDA, to have framed a Regulation, which was inconsistent with the parent statute, i.e. the Ordinance. It may be seen that subsection (1) of section 12 of the Ordinance provides that the CDA may, pursuant to the master plan and the master programme, call upon any local body or agency operating in the Specified Areas to prepare, in consultation with it, a scheme or schemes in respect of matters ordinarily dealt with by such local body or agency, and thereupon the local body or agency shall be responsible for the preparation of the scheme or schemes, whereas, subsection (5) provides that no planning or development scheme shall be prepared by any person or by any local body or agency except with the concurrence of the Authority. Under subsection (2), the schemes may relate to land use, zoning and land reservation, public buildings, industry, etc. Subsection (3) empowers the Federal Government to add to, alter or amend the list of subjects (schemes). Under subsection (4), the expenditure on the preparation of such schemes is to be borne as agreed to between the CDA and the local body or agency while under subsection (5), no planning or development shall be prepared by any person or by any local body or agency except with the concurrence of the CDA. The term "agency", as defined in section 2(a) means any department or organization of the Federal or Provincial Government and includes a corporation, or other autonomous or semiautonomous body set up by the Federal or Provincial Government. The term "local body"

as defined in clause (j) ibid means the local body, the local council or the municipal body as defined in clauses (23) (24) and (27) of Article 3 of Basic Democracies Order, 1959 (P.O. 18 of 1959), or the Cantonment Board, having jurisdiction in the area concerned, and includes an Improvement Trust within such area.

17. The word 'regulation' as defined in Advanced Law Lexicon referred to by the learned Amicus Curiae means a rule or order prescribed by superior for the management of some business or for the government or a company or society. It is a rule, Ordinance or law by which conduct etc., is regulated. It implies a rule for a general course of action, but does not apply to a case in which specific instructions are to be given applicable to that case alone. According to Black's Law Dictionary, the term 'regulation' means a rule or order having legal force issued by an administrative agency or a local government. In Khawaja Ahmad Hassan (supra), it was held as under: -

"25. It must be kept in view that "when the legislature confers power on Government to frame rules it is expected that such powers will be used only bona fide, in a responsible spirit and in the true interest of the public and in furtherance of the object for the attainment of which such powers, were conferred". (Land Realization Co. Ltd. v. Postmaster-General (1950) 66 TLR (Pt. 1) 985, 991, per Romer, J. (1950) Ch. 435. It is to be noted that rule-making authority which falls within the ambit of subordinate legislation as conferred upon the Government by virtue of section 191 of the Ordinance is neither unlimited nor unbridled and the limitations as mentioned in section 191 of the Ordinance must be adhered to in letter and spirit.

29. It is a well-recognized principle of interpretation of statutes that if the rules framed under the statute are in excess of the provisions of the statute or are in contravention of or inconsistent with such provisions then those provisions must be regarded as ultra vires of the statute and cannot be given effect to. (Barisal Cooperative Central Bank v. Benoy Bhusan AIR 1934 Cal.537; Municipal Corporation v. Saw Willie, AIR 1942 Rang 70, 74)".

30. In the case of statutory rules the Court can always

examine the question as to whether the same are inconsistent with the statute under which they are made. In this regard we are fortified by the dictum laid down in Hazrat Syed Shah Mustarshid Ali Al-Quadari v. Commissioner of Wakfs AIR 1954 Cal. 436.

31. A rule-making body cannot frame rules in conflict with or derogating from the substantive provisions of the law or statute, under which the rules are framed. No doubt that the rules-making authority has been conferred upon the Government but "a rule, which the rule-making authority has power to make will normally be declared invalid only on the following, grounds:

- (1) Bad faith, that is to say, that powers entrusted for one purpose are deliberately used with the design of achieving another, itself unauthorized or actually forbidden;*
- (2) that it shows on its face a misconstruction of the enabling Act or a failure to comply with the conditions prescribed under the Act for the exercise of the powers; and*
- (3) that it is not capable of being related to any of the purposes mentioned in the Act. (Shankar. Lal Laxmi Narayan Rathi v. Authority under Minimum Wages Act, 1979 MPLJ 15 (DB).*

Rules cannot go beyond the scope of the Act M.P. Kumaraswami Raja AIR 1955 Mad. 326 nor can they, by themselves, enlarge the scope of statutory provisions. K. Mathuvadivelu v. RT Officer, AIR 1956 Mad. 143. They cannot also militate against the provision under which they were made. (Kashi Prasad Saksena ro. State of U. P. AIR 1967 All. 173.

32. There is no cavil with the proposition that "the power of rule making is an incidental power "that must follow and not run parallel to the present Act. These are meant to deal with details and can neither be a substitute for the fundamentals of the Act nor can add to them. PLD 1975 Azad J&K 81. There are two main checks in this country on the power of the Legislature to delegate, these being its good sense and the principle that it should not cross the line beyond which delegation amounts to abdication and self-effacement. The only requirement of law in such situations is to insist that the subordinate body charged with the duty of making rules must strictly confine itself within the sphere of its authority for the exercise of its subordinate legislative power and in each case it is the duty of the Courts in appropriate proceedings to be satisfied that the rules and regulations so made are:--

(a) by the authority mentioned in the Act, and

(b) that they are within the scope of the power delegated therein. (PLD 1966 Lah. 287).

"36. It is a well-recognized principle of interpretation of statutes that if the rules framed under the statutes, or bye-laws framed under the rules, are in excess of the provisions of the statute or are in contravention of or inconsistent with such provisions then these provisions must be regarded as ultra vires of the statute and cannot be given effect to. (*Barisal Cooperative Central Bank v. Benoy Bhusan*, AIR 1934 Ca1.537, 540)."

In *Nur Ahmad's case* (supra), it was held that reading the rule in the above manner would be tantamount to enlarging its scope by depriving the aggrieved party of the right of being heard which he has. The Basic Democracies Order does not deprive him of that right. The rule-making Authority therefore, cannot clothe itself with power which the Statute itself does not give. In *Mian Ziauddin's case* (supra), it was held that the rules framed under the Ordinance could not go beyond and over-reach the Ordinance itself. In *Ummatullah's case* (supra), it was held that Strong presumption as to constitutionality, legislative competence, legality, reasonableness and intra vires attached to a statute is also attached with full force to subordinate legislative instruments as well, such presumption though refutable, onerous burden is cast on person challenging validity or vires of legislative instrument, on any count. In order to strike down a subordinate legislative instrument, challenger has to show that any of the disqualification exist namely (a) it impinges upon fundamental rights guaranteed under the Constitution (b) it is in conflict with any Constitutional provision (c) it is beyond the legislative competence of the delegatee making it and or (d) it is violative or beyond the scope of the parent or enabling statute. (see *KBCA v. Hashwani Sales and Services Ltd.* PLD 1993 SC 210 @ 228 C, *Maharashtra State Board of Secondary Education and Higher Secondary Education and another v. Paritosh Bhupesh Kurmarsheth* AIR 1984 SC 1543. It was further held that when the parent law i.e. *Sindh Buildings Control Ordinance, 1979* does not provide for matter relating to change in land use classification, or conversion of one category of land into another it cannot through delegated legislative instrument confer, bestow or delegate any power and duties on "Concerned Authorities", which powers and performance of duty are not within its own domain or scope of authority. It is settled principle of law that what cannot be done directly cannot be done or allowed to be done indirectly. It is also trite principle of law; what is not possessed can neither be conferred nor delegated. In *Kerala Samsthana Chethu's case* (supra), it was held that the power of the Government was to make rules only for the

purpose of carrying out the purposes of the Act and not de hors the same. In other words, rules cannot be framed in matters that are not contemplated under the Act. Reference in the above case was made to Bombay Dyeing and Mfg. C. Ltd. v. Bombay Environmental Action Group 2006 (3) SCALE 1, wherein it was held that a policy decision, as is well known, should not be lightly interfered with but it is difficult to accept the submissions made on behalf of the learned counsel appearing on behalf of the Appellants that the courts cannot exercise their power of judicial review at all. By reason of any legislation whether enacted by the legislature or by way of subordinate legislation, the State gives effect to its legislative policy. Such legislation, however, must not be ultra vires the Constitution. A subordinate legislation apart from being intra vires the Constitution should not also be ultra vires the parent Act under which it has been made. A subordinate legislation, it is trite, must be reasonable and in consonance with the legislative policy as also give effect to the purport and object of the Act and in good faith. In the case of Vikramaditya Pandey v. Industrial Tribunal, Lucknow [(2001) 2 SCC 423] the Indian Supreme Court has held that the provisions of the regulations in question to the extent of their inconsistency with any of the provisions of the Industrial Disputes Act, 1947, U.P. Dookan Aur Vanijya Adhishthan Adhiniyam, 1962, Workmen Compensation Act, 1923 and any other Labour Laws for the time being in force, if applicable to any cooperative society or class of cooperative societies shall be deemed to be inoperative. By plain reading of the said Regulation it is clear that in case of inconsistency between the Regulations and the provisions of the Industrial Disputes Act, 1947, the State Act, the Workmen Compensation Act, 1923 and any other labour laws for the time being in force, if applicable to any cooperative society or class of cooperative societies to that extent Regulations shall be deemed to be inoperative. In other words, the inconsistent provisions contained in the Regulations shall be inoperative, not the provisions of the other statutes mentioned in the Regulation.

22. From an examination of the above case law it is clear that a rulemaking body cannot frame rules in conflict with, or in derogation of, the substantive provisions of the law or statute, under which the rules are framed. Rules cannot go beyond the scope of the Act. Thus, we are inclined to hold that no rule can be made which is inconsistent with the parent statute, whereas, no

regulation can be framed which is inconsistent with the parent statute or the rules made thereunder and the provisions of these rules or regulations, as the case may be, to the extent of such inconsistency with the parent statute or the rules shall be void and inoperative.

In the instant case the Committee of Administration of the National Police Foundation has framed rules according to their own choice irrespective of the scope of the Charitable Endowments Act under which the charitable institution was formed aiming at welfare and benefit of poor and needy officials of the Police Departments all over the country.

23. So far as the question/issue, whether National Police Foundation is authorized to launch private housing schemes etc. for the general public, is concerned, according to item No. 1 & 2 of the agenda of the meeting of Board of Directors of the National Police Foundation held on 26.2.1989, the housing schemes at E/11 and Loi Bher were launched by the Foundation on commercial basis. Since the very object of the Foundation was to help beneficiaries of the foundation, therefore, as per aims and objects No. (v), the foundation in order to provide any facility or help which the committee of administration may decide from time to time comes under the broad terms of "Welfare" of the Beneficiaries. In such circumstances, National Police Foundation was authorized to launch housing schemes for the help of beneficiaries but not for private persons or officers/officials of other departments. Since the

National Police Foundation came into being under sub section (1) of Section 5 of the Charitable Endowments Act, 1890, thus, it was a charitable institution formed for the help of poor and needy officials of the Police Departments all over the country and one of the projects of the said Foundation was establishment of Housing Schemes for those who really need shelter of house. As is evident from the Constitution of the National Police Foundation its aim and object was to help the poor servants of the Police Organizations all over the country and those who had lost their lives while being in service or on duty.

24. For the above reasons the National Police Foundation, keeping in view its objects and for providing maximum benefits to the beneficiaries for whom this charitable organization was established, was authorized to launch a private housing scheme for the help and welfare of the beneficiaries but the plots could have been sold in the private market at higher rate for generating funds and could not be allotted to the higher police officers and their dependants under the garb of beneficiaries. In such circumstances, it is held that National Police foundation has deviated from the basic purpose of charitable for which this Foundation was established. Thus it is a clear cut case of mismanagement and the charitable organization has been used for loot-sale of plots to the higher influential police officers including the private and influential persons of other departments/organizations.

25. Since all the remaining issues are related to the housing schemes and are interlinked, therefore, the same are being discussed/determined together.

Housing Scheme of E-11, Islamabad and Lohi Bher

26. The Board of Directors of the National Police Foundation in its meeting held on 26.2.1989 decided to set up two housing schemes in Rawalpindi and Islamabad areas to cater for the housing needs of the beneficiaries of the NPF and Government servants in Lohi Bher Area (O-9) and Sector E-11 Islamabad. In Sector E-11, there were a number of villages including Dharmian, Bara Dari, Maira Bheri, Bhekar Akku and Golra etc. The establishment of Housing Schemes at E/11 and Lohi Bher, Islamabad was discussed in the meeting of the Board of Directors held on 26.2.1989 as agenda item No. 1 & 2 which reads as under :-

"Item No. 1 & 2

LAUNCHING OF HOUSING SCHEMES AT E/11 ISLAMABAD AND LOI BHER

The Managing Director briefed the Board about the launching of the two Housing Schemes at E/11 and Loi Bher on commercial basis, mentioning that the land in question was allotted to the affectees of Islamabad and has been procured from them privately. About the Loi Bher the Board was informed that the agreement has been made to purchase a piece of land comprising over an area of 1000 Kanals. The Chairman was further informed that agreements in this connection had already been signed with the owners and an advance money of Rs.10 lacs has also been paid while a sum of Rs. 5 lacs have been advanced for the E11 scheme. The Board was further briefed that these two schemes would yield a good profit of about 20/30 million rupees. It was further

explained that to organize these two schemes we would be requiring skeleton staff for which two/three persons would be employed. Besides a Suzuki Jeep will also have to be purchased to visit the site etc.

The proposal was approved by the Board."

27. The Board of Directors of the NPF in its meeting held on 26.02.1989 also passed a Resolution to set up two housing schemes in Rawalpindi/Islamabad area to cater for the housing needs of the beneficiaries of the NPF and Government Servants in Lohi Bher Area (O-9) and Sector E-11 Islamabad which reads as under:

"RESOLUTION

Resolved by the Board of directors in its meeting held on 26/02/1989 to launch two Housing Schemes in Rawalpindi/Islamabad area at Loi Bhair and E/11.

It was further resolved that an area of 1000 kanals approximately at Loi Bhair Rawalpindi/Islamabad should be purchased to cater for the housing needs of the beneficiaries/government servants and general public.

The Board approved the agreements dated February 7, 1989 and January 29, 1989 signed by the Managing director, National Police Foundation and the sellers.

Sd/-
(S. K. MAHMUD)
CHAIRMAN

Sd/-
(HAFIZ S. D. JAMY)
MANAGING DIRECTOR

Sd/-
(M. M. SAEED)
DIRECTOR INDUSTRIES
FINANCE"

Sd/-
(SHAHID ABBAS)
DIRECTOR

Agreement between NPF and M/s. Land Linkers

NPF signed three agreements for the purchase of land through Anjum Aqeel Khan, owner of an unregistered firm, namely, M/s. Land Linkers. First agreement was made on 3.11.1997 for the purchase of 200 to 300 kanals of land @

Rs.595,000/- per kanal. Under this agreement 252 Kanals 6-1/2 marlas land was provided by Anjum Aqeel Khan to the NPF.

Second agreement was made on 28.8.2001 for the purchase of 318 kanals land @ Rs.8,25,000/- per kanal and 318 kanals 12 marlas land was provided to NPF.

Third agreement was made on 12.4.2003 for the purchase of 58 kanals land @ Rs.825,000/- per kanals and 37 kanals 12 marlas land had been provided under this agreement to the NPF.

28. General rules for membership and terms and conditions of allotment were also reduced into writing by the foundation in the following manner:-

Membership

1. Acceptance of membership is subject to the screening of the applications, which may accept or reject any application without assigning any reason.
2. An applicant can apply for only one plot.
3. In case the National Police Foundation due to any reason fails to allot a plot the applicant shall not claim any damages, compensation or interest, however the applicant will be entitled to the refund of the principal amount deposited with the NPF.
4. If the number of applications received is more than the plots available, then the allotment shall be determined by ballot. The Managing Director reserves the right to allot 10% of the plots at its discretion.
5. Each applicant will pay in advance by means of crossed bank draft/pay order en-cashable at Islamabad drawn in favour of National Police Foundation Islamabad. Cash Payment / cheques shall not be acceptable.

6. After an applicant's membership is accepted, he will be intimated the total cost of the plot along with schedule of payment.
7. All applications will be accepted subject to availability of land.

Allotment

1. Allotment will be made subject to the following terms and conditions:-
 - a. In case of a corner plot you are required to pay 10% extra price of the plot.
 - b. All payments shall be made to NPF through a Bank Draft / Pay Order.
 - c. Conservancy charges at the prescribed rate shall be paid by you to the NPF after the completion of development work.
2. The possession of the plot will be handed over to you on the completion of development work and the construction will be allowed after taking over possession of the plot as per building bye-laws of the CDA / RDA.
3. The location / size of the plot is tentative and may vary at the time of actual demarcation and handing-over the possession of plots. The NPF reserves the rights to change the plot without any notice.
4. Mutual transfer of plots will be permissible with the prior approval of the NPF on payment of transfer fees and all other dues etc. if any outstanding against the transferor.
5. Transfer of plot will be permissible with the approval of NPF on production of legal documents as required by NPF. The transfer fees shall be charged at the prescribed rate.

6. Demarcation fee Rs. 500/- per plot will be charged from you at the time of handing over the possession of the plot for the first time and for every subsequent demarcation on your request a fee of Rs. 500/- will be charged.
7. You shall submit the building plan prepared by an approved architect of the CDA / RDA for the approval of the CDA / RDA and the building on the plot shall have to be completed in accordance with the building and zoning regulations of the CDA / RDA.
8. No allottee/transferee shall amalgamate or sub divide the plot without prior permission and sanction of the NPF/CDA/RDA.
9. If at the time of demarcation the area of the plot is found excessive the allottee shall pay such price of excessive area as may determine by the NPF. In case the size of plot is found lesser the NPF will refund the amount of the lesser area @ cost of land charged from the member.
10. The extension in the construction period may be allowed by the NPF on payment of extension surcharge at the rate prescribed by the CDA/RDA.
11. In case of breach of any of the above cited conditions and non-observance of the above noted formalities within due time as given in this letter or in the agreement to be executed by you, the allotment will be liable to cancellation after deducting of 5 to 10% of the price of the plot and the plot with any building or material found thereon shall re-vest in the NPF without any liabilities to pay compensation thereof. Further that you will also be responsible for any loss that the NPF may sustain in the re-sale of the plot. The decision of the NPF in this behalf shall be final.

12. The allotment shall be cancelled if any instalment of the development charges is not paid within the stipulated or extended period.
13. All the payments should be made in the name of NPF through Bank Draft / Pay Order. No cash / cheque will be acceptable.
14. Corner Plot charges should be paid along with 1st instalment.
15. Any change in address may invariably be intimated to this office.

TERMS AND CONDITIONS

1. Acceptance of membership is subject to the screening of the applications, which may accept or reject my application without assigning any reason.
2. An applicant can apply for only one plot.
3. In case the National Police Foundation due to any reason fails to allot a plot the applicant shall not claim any damages, compensation or interest, however, the applicant will be entitled to the refund of the principal amount deposited with the NPF.
4. If the number of applications received is more than the plots available, then the allotment shall be determined by ballot. The Managing Committee reserves the right to allot 10% of the plots at its discretion.
5. Each applicant will pay in advance by means of crossed bank draft / pay order cashable at Islamabad drawn in favour of National Police Foundation Islamabad. Cash payment / cheques shall not be acceptable.
6. After an applicant's membership is accepted, he will be intimated the total cost of the plot along with schedule of payment.

7. All applications will be accepted subject to availability of land.

29. During pendency of the instant proceedings, Mr. Zafar Ahmad Qureshi, Ex-MD of National Police Foundation inquired into the matter of allotment of plots in the aforesaid two residential schemes and found the following illegalities / irregularities therein:-

(a) *In Qilla No. 74 comprising 8 Kanals land, NPF authorities purchased 9 kanals 9 marlas land in three transactions against an entitlement of 4 kanals as per detail given below:-*

- i. Agreement dated 4.6.1998 between Mr. Abdul Hameed (as owner) (first party) and Mr. Abdul Hannan AD/NPF (second party) for 4 kanal and @ Rs. 5,95,000. Total amount of Rs. 23,79,000/- was paid against entitlement letter No. CDA/DL/1(2)(12)/84 dated 2-3-1986.*
- ii. Agreement dated 4.4.1998 between Mr. Aamir Shahzad Khan s/o Khuda Dad Khan legal attorney (first party) and Mr. Abdul Hannan AD/NPF (second party) same 4 kanals land @ Rs. 5,95,000/-. (total amount of Rs. 23,79,000/-) was purchased against same entitlement letter No. CDA/DL/1(2)(12)84 dated 2.3.1986.*
- iii. Agreement dated 26.8.2000 between Mr. Aamir Shahzad Khan s/o Khuda Dad Khan legal attorney (first party) and Abdul Hannan AD/NPF (second party) 1 kanals 9 marlas land @ Rs. 5,95,000/-. (total amount of Rs. 8,62,750/-) for the same entitlement letter No. CDA/DL.1(2)(12)84 dated 2.3.1986 of 4 kanals land was purchased.*

CDA vide its letter No. CDA/DLR/6(83)2001/658 dated 28.7.2001 transferred only 4 kanals land to NPF.

- (b)i.** *Vide agreement dated 4.5.1998 between Mr. Abdul Qayyum s/o Muhammad Din (legal attorney) of Ali Haider s/o Nadir Khan as (first party) and Abdul Hannan AD/NPF (second party) 16 kanals land in Qilla No. 56,44,47 was purchased @ Rs. 5,95,000/- and total amount (Rs. 95,19,000/-) was paid.*
- ii. Another 5 kanals land in the same Qilla No. was purchased under agreement dated 29.7.1999 from Mr. Muhammad Ashraf s/o Nadir Khan (first party) and Abdul Hannan AD/NPF (second party) total amount of Rs. 29,75,000/- was paid.*
- iii. The same land was again purchased by giving 18 developed plots to Sh. Arif Pervez who won the case form Supreme Court and was declared owner of 21 kanals land in Qilla No. mentioned above vide MOU dated 28.10.2002 signed by Sh. Arif Pervez and Ch. Iftikhar Ahmed MD/NPF. The amount paid to Abdul Qayyum and Muhammad Ashraf mentioned above was not recovered from M/S land linkers.*
- (c)i.** *Under agreement dated 10.7.1998 between Mr. Aamir Shahzad Khan s/o Khuda Dad Khan (legal attorney) of Tariq Mehmood s/o Abdul Rehman, Mrs. Naran Begum d/o Abdul Rehman and Abdul Hannan AD/NPF (second party) 2 kanals 16 marla land out of Qilla No. 219, 220 and 225 was purchased @ Rs. 5,95,000/- and an amount Rs. 16,65,000/- was paid against entitlement letter No. CDA/DL/1(2)(12)/84 dated 2-3-1986.*
- ii. Again under agreement dated 19.6.1999 between Mr. Aamir Shahzad Khan s/o Khuda Dad Khan (legal attorney) of Tariq Mehmood s/o Abdul Rehman, Mrs. Naran Begum d/o Abdul Rehman (first party) and Abdul Hannan AD/NPF (second party) same land 2 kanals 16 marlas land @ Rs. 5,95,000/- and sum of Rs. 16,65,000/- was paid against the same entitlement letter No. CDA/DL/1(2)(12)/84 dated 2.3.1986.*

CDA vide its letter CDA/DLR/6(83)/2001/544 dated 17.7.2001 transferred only 1 kanals 11 marlas land in the name of NPF.

- (d)i. Under agreement dated 30.3.1998 between Mr. Aamir Shahzad Khan s/o Khuda Dad Khan (first party) and Abdul Hannan AD/NPF (second party) 2 kanals 10 marlas land out of Qilla No. 282, 369 to 371,362,363,341,302 to 305 and 309 @ Rs. 5,95,000/- and total amount of Rs. 14,87,500/- was paid against entitlement letter No.CDA/DL/1(2)(12)/84 dated 2.3.1986.*
- ii. Again under agreement dated 4.7.1998 between Mr. Aamir Shahzad Khan s/o Khuda Dan Khan (legal attorney) of Mrs. Aamir Jan as (first party) and Abdul Hannan AD/NPF (second party) same land 2 kanals 10 marlas of same Qilla No. and vide same allotment letter No. CDA/DL/1(2)/12(84) dated 2.3.1986 was purchased @ Rs. 5,95,000/- per kanals and an amount Rs. 14,87,500/- was paid.*
- iii. For the third time under agreement dated 16.6.1999 between Mr. Aamir Shahzad Khan s/o Khuda Dad Khan (legal attorney) of Mrs. Aamir Jan as (first party) and Abdul Hannan AD/NPF (second party) 2 kanals 10 marlas land was purchased from same Qilla No. and the authority of the same letter No. CDA/DL/1(2)(12)/84 dated 2.3.1986 @ Rs. 5,95,000/- and total amount Rs. 14,87,500/- was paid.*

CDA vide its letter No. CDA/DLR/6(83)/2001/676 dated 21.7.2001 transferred 2 kanals 8 marlas land in the name of NPF in above mentioned Qilla Nos.

- (e)i. Under agreement dated 30.3.1998 between Mr. Zafar Iqbal s/o Ghulam Farid as (first party) 6 kanals 5 marlas land consisting of Qilla No. 441/1 to 449/1 and 454/1 @ Rs. 5,95,000/- and a total amount Rs. 37,18,750/- was paid against entitlement letter No.CDL/DL/1(2)(12)/84 dated 2.3.1986.*

- ii. Again under agreement dated 19.6.1999 the same land was bought from Mr. Zafar s/o Ghulam Farid (legal attorney) of Mr. Allah Bux Khan s/o Feroze Khan as (first party) and Abdul Hannan AD/NPF (second party) for the same Qilla Nos. at the same rate and paying same amount Rs. 37,18,750/- against entitlement letter No. CDA/DL/1(2)(12)/84 dated 2.3.1986.

CDA vide its letter No. CDA/DLR/6(83)2001/659 dated 21.7.2001 transferred 5 kanals 3 marlas land from the said Qilla Nos.

(f) Pursuance to purchase of land agreement dt 28.8.2001 & dt 12.4.2003 the following irregularities were committed in the transactions.

CDA transferred 563 kanals 6-1/2 marlas land. The rest of land was not provided due to irregularities and illegalities mentioned at serial No.1 above as per detail given below:-

i)	Land of Abdul Qayyum and Muhammad Ashraf cancelled	21 ---- 00
ii)	Duplicated sale / purchase of land	21 ----- 19
iii)	Excess share of land sold and not transferred by CDA	2 ----- 05
	Total	45 --- 04

Advance payments to M/s Land Linkers for purchase of land started on 4.11.1997 and continued 12.4.2003. Adjustments of advance against the land purchased by M/s Land Linkers continued till 28.8.2006. Another 1 kanals 13 marlas land was transferred to NPF in 2010, but possession has not been handed to NPF. Abdul Hannan Addl. Director (R) the then AD executed all the transactions related to first agreement dated 3.11.1997. The management of the NPF did not bother for the shortage of 45 kanals land and continued to make payments in advance to M/s Land Linkers till 12.4.2003. Abdul Hannan played a key role in this regard as he signed all the agreements / power attorneys on behalf of NPF. He never put up any note or reported the irregularities / illegalities i.e. duplicate purchase of land because he himself was party to it. This shortage of land was first pointed out by Laeeq Ahmed Khan Director Housing,

vide letter No. HD/28/NPF/E-11/2005/761 dated 28.3.2005, thereafter Anjum Aqeel Khan gave undertaking dated 22.2.2006 to fulfill the short fall of land within 2 months but he failed to honour his commitment.

(g) *Anjum Aqeel Khan requested for affiliation of 75 kanal land vide letter dated 16.5.2002 to the MD/NPF, which was accepted by NPF. In pursuance to this acceptance, he provided 2 lists of his 149 + 29 nominees for allotment of plots of different sizes on his affiliated land. He had given undertaking that these allotment would be subject to proper transfer / possession of the said land in favour of NPF. But contrary to the undertaking this condition was not kept in view or incorporated in the allotment letters. The management of NPF issued 91 + 29 = 120 allotment letters to his nominees and thus allotted 120 developed plots comprising land measuring 41 kanals. 21 plots were allotted in the colony area i.e. sector E-11 of NPF and 99 allotment letters were issued on the proposed affiliated land adjacent to the scheme. In response to this request Anjum Aqeel Khan transferred 71 kanals land to NPF from 27.8.2003 to 10.6.2004.*

(h) *On 25.8.2003 Anjum Aqeel Khan requested for affiliation of 60 kanals land and given undertaking that he will pay development charges as well. He did not provide land documents like fard, aks shajra not even mentioning Qilla No. or Khasra No. for proposed land offered for affiliation. He did not given any undertaking for provision of land nor made any specific agreement with NPF. The NPF officials Laeeq Ahmed Khan Director Housing, Abdul Hannan, Addl. Director Housing, Khuda Bukhsh Dy. Director Housing, Rafat Mustafa, Dy Director (Budget & Accounts) recommended to accept this request if Anjum Aqeel Khan is asked to get the land transferred to NPF. Iftikhar Ahmed Khan MD/NPF approved this recommendation. Anjum Aqeel Khan submitted a list of 61 nominees indicating the plot numbers. NPF allotted 61 developed plots comprising 33 kanals land. Out of this list 32 developed plots (comprising 20 kanals land) were allotted on colony land and 28 developed plots (comprising 13 kanals land)*

were allotted on proposed affiliated land on 10.9.2003. In pursuance of this request he did not provide any land although reminded again and again every time he reiterated his commitment.

(i) On 29.4.2004 Anjum Aqeel Khan requested for affiliation of 50 kanals land and gave undertaking that he will pay development charges. He did not provide land documents like fard, aks shajra not even mentioning Qilla No. or Khasra No. for the proposed land offered for affiliation. He did not give any undertaking for provision of land nor made any specific agreement with NPF. NPF officials Khuda Bakhsh and Abdul Hannan recommended the proposal and MD Ch. Iftikhar Ahmed Khan approved it on 11.5.2004. He submitted a list of 91 typed and 4 hand written (95) nominees. The allotment letters (by Ch. Iftikhar Ahmed Khan MD/NPF) were issued on 14.5.2004 to 95 nominees of Anjum Aqeel Khan. NPF allotted 95 developed plots comprising 73 kanals land out of which 57 developed plots comprising about 39 kanals land allotted in colony area and 38 plots comprising about 34 kanals land on proposed affiliated land.

(j) On 9.9.2004 Anjum Aqeel Khan surrender 25 allotment letters of plots issued on 14.5.2004 with the request that 5 plots should be adjusted at another place. He surrendered 20 allotment letters (issued on 14.5.2004) and requested that this area should be declared Flat Area. Mr. Khuda Bakhsh recommended the proposal and Abdul Hannan Addl. Director observed "since there is no financial involvement on part of NPF, hence the request may please be approved". Mr. Sikandar Shaheen (Secretary) instead of Director Housing signed and marked the file without any remarks and sent to MD. It was approved by the MD on 6.10.2004. In pursuance of approval 24367 Sq.Yds (48 kanals) land was allotted to Anjum Aqeel Khan on 14.10.2004 as commercial area. It is pertinent to mention to that Anjum Aqeel Khan had not requested for allotment of 48 kanals land and this land was allotted to Anjum Aqeel Khan in lieu of proposed affiliated land of 50 kanals (request dated 29.4.2004). By now NPF allotted 48 kanals

developed plots and 48 kanals commercial area a total of 96 kanals land against of fake request of 50 kanals affiliation. Mr. Abdul Hannan is on record to have given a certificate to the effect that Anjum Aqeel Khan has paid the development charges so possession should be handed over to him. Whereas Anjum Aqeel Khan had not paid any development charges for the commercial area till date. It was a fraudulent transaction planned and executed by Anjum Aqeel Khan, Khuda Bakhsh and Abdul Hannan. MD was probably misled by the strong recommendation of Deputy Director and Addl. Director but it does not absolve him from the responsibility being the final authority. As per record all the allotment letters issued to the nominees of Anjum Aqeel Khan were signed by Iftikhar Ahmed Khan Managing Director/NPF and Laeeq Ahmed Khan Director Housing/NPF.

The Inquiry Officer Mr. Zafar Ahmad Qureshi, has further stated in his report that following general irregularities have been committed in the purchase and affiliation of the land in question. These acts on the part of alleged persons are without any legal justification:-

- i. Duplicate / triplicate transactions of sale / purchase were made regarding the land provided to NPF by Anjum Aqeel Khan.
- ii. All payments were made by NPF to Anjum Aqeel Khan in advance and unlimited time was given for provision of land without any plausible justification.
- iii. The plots on developed colony land were allotted to the nominees of Anjum Aqeel Khan without getting corresponding land transferred in the name of NPF.
- iv. All the transaction of affiliation and allotment of land were without any formal agreement or undertaking to provide the land to NPF.

- v. The requests of Anjum Aqeel Khan were, for the allotment of plots to his nominees on proposed affiliated land, but plots were allotted on colony land also without any plausible reason.
- vi. No formal request of Anjum Aqeel Khan is available on record for allotment of plots to his nominees on NPF colony land.
- vii. Allotment of 95 plots comprising 73 kanals land against a fake request of affiliation of 50 kanals land.
- viii. Allotment of 48 kanals commercial land against surrender of 20 allotment letter of 20 kanals land.
- ix. Commercialization of a residential piece of land measuring 48 kanals without consideration.
- x. Iftikhar Ahmed Khan MD/NPF and Laeeq Ahmed Khan DH/NPF issued irrevocable allotment letters to the nominees of Anjum Aqeel Khan. The allotment letters should have been subject to the provision of land by Anjum Aqeel Khan. So in case of non-fulfillment of his commitment, NPF should have been in a position to cancel these allotment letters.

Assessment of the outstanding liabilities of Anjum Aqeel Khan

Sr. No.	Description	If Crystal Court Surrendered	If Crystal Court not Surrendered
1.	Land allotted by NPF (developed plots) To the nominees of Anjum Aqeel Khan	170-K	170-K
2.	Crystal Court (Commercial land)	48-K	00-K
3.	Net land allotted by NPF developed plots (In colony area & proposed affiliated land)	122-k	170-k
4.	Add: Wastage calculated as per CDA Rules	104-K	145-K
5.	Total shortage of affiliated land 54:46	226-K	315-K
6.	Add: Shortage of land in purchase	45-K	45-K

7.	Less: affiliated land transferred to NPF by land linkers	71-K	71-K
8.	Net outstanding shortage of land	200-K	289-K

30. During the course of inquiry, Anjum Aqeel Khan was confronted with the record of procurement of land by the inquiry officer as well as the allegations against him. Said Anjum Aqeel Khan after admission of the allegations of procurement of land executed an agreement in favour of NPF which reads as under:-

"In order to resolve my dispute with the NPF regarding the supply of land for the NPF Scheme in Sector E-11, Islamabad, I solemnly undertake to abide by the following terms and conditions:

- 1. I was allotted a piece of land by NPF vide letter No. HD/28/NPF/2004/4517 dated 14.10.2004 in NPF Housing Scheme E-11, Islamabad. This piece of land is named as Crystal Courts. Out of the land mentioned in this letter, NPF had the ownership of only 22 kanals.*
- 2. I voluntarily settle and surrender this property measuring 22 kanals of Crystal Courts in favour of NPF and handover the possession with immediate effect. Henceforth, I or any of my legal heirs will not have any sort of claim over this property and any claim over this property will not be agitated by me or any of my legal heirs at any forum in future.*
- 3. I will immediately withdraw and Stay order / the Court case filed by me against NPF concerning this property in Civil Court at Islamabad.*
- 4. In today's meeting with NPF, it has been found that land measuring 126 kanals 14 marlas is due against*

me in this scheme. At present, I am not in a position to provide this land to NPF. I undertake to pay the price of this land to NPF. I undertake to pay the price of this land to NPF @ rates prevailing in the vicinity in the year 2004 within 01 year up prevalent rate of land.

- 5. This rate would be determined by a committee constituted by the Ex-officio Chairman of NPF (Secretary Interior).*
- 6. Previously, NPF has cancelled the allotment letters of my 14 nominees. These plots have been subsequently re-allotted to police beneficiaries / fresh allottees and restore all the previous allotments.*
- 7. NPF would compensate the rest of the affecttees who had got the allotment letters of residential plots and could not get plots due to non-availability of land. I would not have any ability of the affecttees.*
- 8. This settlement would be treated as full and final settlement between me and NPF regarding the supply of land to NPF for NPF Housing Scheme in Sector E-11, Islamabad.*

The Inquiry Officer Mr. Zafar Ahmad Qureshi also recorded the statements of Iftikhar Ahmed Khan, ex-MD, Laeeq Ahmed Khan, ex-Director Housing, Abdul Hannan, ex-Addl. Director Housing, Khuda Bukhsh, ex-Deputy Director Housing and Anjum Aqeel Khan. All the officers / officials of NPF had stated before the Inquiry Officer that they had rendered their services honestly and had left no stone unturned to make this scheme a reality. They had further stated that they had never obtained any personal gain at

any stage. Laeeq Ahmed Khan had pointed out that during his incumbency as Director Housing, he had written a letter to Anjum Aqeel Khan in which he pointed out the short fall of land and asked Anjum Aqeel Khan to provide the additional land to bridge this shortfall.

31. On 27.5.2011, an undertaking on a stamp paper of Rs. 500 has been executed by Anjum Aqeel Khan in favour of NPF. This undertaking/settlement agreement is reproduced below:

"In order to resolve my dispute with the National Police Foundation (NPF) regarding the purchase, affiliation and possession of land for the National Police Foundation Scheme in Sector E-11, Islamabad. I, Anjum Aqeel Khan son of Khuda Dad Khan r/o Golra Sharif, Islamabad, solemnly undertake to abide by the following terms and conditions:

- (i) I was allotted a piece of land by NPF vide letter No. HD/28/NPF2004.4517 dated 14.10.2004 in NPF Housing Scheme, E-11, Islamabad. This piece of land measuring 24,367 Sq. yds. Is named as Crystal Courts. Out of the land mentioned in this letter, through negotiation and settlement first time it came on record that 23 kanals land (11,949 sq. Yds.) is belong to NPF.*
- (ii) I voluntarily settle and surrender this property measuring approximately 23 kanals (11,949 sq. yds) of Qilla Nos. 229 (7 kanals 3 marlas), Qilla No. 230/1 (1 kanal 18 marlas) and Khasra No. 75 & 76 (13 kanals 9 marlas) in favour of NPF and handover the possession with immediate effect.*

Henceforth, I, or any of my legal heirs will not have any sort of claim over this property and any claim over this property will not be agitated by me or any of my legal heirs at any forum in future.

- (iii) That I, Mr. Anjum Aqeel Khan son of Khuda Dad Khan is solemnly responsible for remaining land measuring 25 kanals (12,418 sq.yds) of Crystal Courts. National Police Foundation has no liability whatsoever for any legal / illegal transaction after or before handing over the possession of approximately 23 kanals (11,949 sq. yds) land to NPF from Crystal Courts as per Qilla and Khasra numbers mentioned above in Para (ii), which is already in the name of NPF as per CDA revenue record.*
- (iv) I will immediately withdraw the Stay order / the court case filed by me against NPF concerning this property in Civil Court at Islamabad.*
- (v) In today's meeting with NPF, it has been found that land measuring 126 kanals 14 marlas is due against me in this scheme. At present, I am not in a position to provide this land to NPF @ rates prevailing in the vicinity in the year 2004 within 01 (one) year.*
- (vi) This rate would be determined by the Chairman of NPF (Secretary Interior) in consultation with the Members of the Committee of Administration.*
- (vii) Previously, NPF had cancelled the allotment letters dated 5.11.2010 of my nominees of any other. These plots have been subsequently re-*

allotted to police beneficiaries, would be restored immediately.

(viii) I, voluntarily assure with the cooperation / assistance of Mr. Tahir Ahmad, Mr. Masroor Sarwar Khan and Mr. Tahir Mahmood Khan to solve the financial burden of 59 affectees by affiliation of 22 kanals land to accommodate 59 affectees.

(ix) This settlement would be treated as full and final settlement between me and NPF regarding the purchase, affiliation and possession of land to NPF for NPF Housing Scheme in Sector E-11, Islamabad."

32. On 26.5.2011, another agreement for the affiliation of land to settle the claims of 59 effecttees was signed after lapse of eleven years. In this agreement first party is Deputy Director Housing, NPF whereas second party are the three nominees of Anjum Aqeel Khan namely Mr. Nisar Ahmed son of (late) Dilbar Khan, Mr. Tahir Mehmood Khan son of (late) Muhammad Afzal Khan and Mr. Masroor Sarwar Khan s/o Rana Muhammad Sarwar Khan. All the signatories / parties acknowledge as follows:

- 1. Land measuring 11 kanals 13 marlas (7,048 square yards) land was transferred to NPF on 18.8.2010 in Sector E-11 Islamabad, out of which 10 kanals land was transferred by Mr. Nisar Ahmed and 1 kanals 13 marlas land by Mr. Anjum Aqeel Khan.*
- 2. The second part undertakes to transfer additional land of about 9 kanals including 2 residential plots making total of*

about 22 kanals. This whole land shall be affiliated by NPF and converted into Commercial area.

3. According to the submitted layout plan, a total plots of 21 are achieved as follows:

- a) Plot Size 40'X60' : total number 17*
- b) Plot Sized 60'X60' : total number 02*
- c) ODD Size plots : total number 02*

Terms and Conditions for Settlement

- 1. Mr. Anjum Aqeel Khan has recommended Mr. Tahir Mehmood Khan son of (late) Muhammad Afzal Khan, to provide & transfer additional land to NPF for affiliation.*
- 2. Mr. Tahir Mehmood Khan is providing additional land measuring about 9 kanals (or so), including 2 residential plots (plot No. 786-A measuring 40'X70' and Plot No. 822 measuring 50'X90') that Mr. Tahir Mehmood Khan would purchase from his own sources, adjacent to & adjoining the already transferred land of 11 kanals & 13 marlas in Sector E-11 Islamabad. Thus the total land would become about 22 kanals or so. This whole land will be affiliated by NPF and converted into Commercial area.*
- 3. Against the transfer of said 9 kanals additional land, Mr. Tahir Mehmood Khan and Mr. Masroor Sarwar Khan has reached an understanding that 5 plots each measuring 40'X60' including the front plot on the left side of the commercial area (plot Nos. C-1 to C-5 as per layout plan submitted for approval) will be allotted to Mr. Tahir Mehmood Khan or his nominee(s). Remaining all plots shall be allotted to Mr. Masroor Sarwar Khan or his nominees, according to their desire, to accommodate 59 affectees and to pay off the owner / allottee of Plot No. 822.*
- 4. Mr. Tahir Mehmood Khan would provide additional land, as mentioned above, to NPF for affiliation within one month of signing of this settlement agreement of 59 affectees (7 kanals + 2 residential plots).*

5. *The total plots towards the affectees fund would be 10 each measuring 40'X60' or equivalent affiliated commercial area. Mr. Masroor Sarwar Khan, in good faith & voluntarily, undertakes that he would pay-off or reach an understanding with all the 59 affectees, within 45 days of approval of layout plan or as soon as possible.*
6. *A mechanism has been decided that after surrendering allotment of 6 affectees of NPF, NPF would transfer & handover possession of one commercial plot measuring 40'X60' (or equivalent affiliated commercial land) shall be allotted / transferred to Mr. Masroor Sarwar Khan against surrendering 6 allotments of affectees, totaling to 10 plots.*
7. *Mr. Nisar Ahmed (plot Nos. C-11 to C-16) and Mr. Masroor Sarwar (any plot of NPF choice) shall be allotted "Irrevocable Allotment Certificates" immediately upon signing of this agreement, as per "provisional allotment" dated 5.1.2011. Additionally Mr. Tahir Mehmood Khan or his nominee(s) shall also be allotted "Irrevocable Allotment Certificates" for his share of plots numbering C-1 to C-5 immediately upon signing of this agreement.*
8. *Mr. Nisar Ahmed is fully authorized to sell his allotted 6 commercial plots each measuring 40'X60', in accordance with provisional allotment dated 5.11.2011, in the market and these plots are free from any encumbrances or legal complications of any kind over these plots of NPF.*
9. *Mr. Masroor Sarwar Khan is fully authorized to generate funds from its own sources or commit sales of NPF securitized allotted plots to any third party to generate finances to pay-off affectees. But, these plots will only be allotted to Mr. Masroor Sarwar Khan or his nominee only after paying off affectees according to this agreement.*
10. *It is agreed that to generate better price of the sales of the plots, Mr. Masroor Sarwar Khan in collaboration with NPF or under management of NPF, can invite auction of sales of*

securitized plots using NPF platform, sales proceeds of which shall remain securitized under NPF unless all affectees are paid off. Such auction shall be organized by Mr. Masroor Sarwar Khan through his company MSK International as "Settlement Manager / Advisor. Mr. Masroor Sarwar Khan, Mr. Nisar Ahmed and Mr. Tahir Mehmood Khan can also sell their respective allotted plots through same auction.

- 11. The development of the commercial area shall commence within 7 days or approval of layout plan and transfer & possession of additional land by Mr. Tahir Mehmood Khan. The complete development charges shall distributed upon all allotted plots, proportionately, of Mr. Masroor Sarwar, Mr. Nisar Ahmed and 10 plots of affectees fund. No. Development charges shall be claimed from Mr. Tahir Mehmood Khan.*
- 12. After signing of this agreement, 23 allotment letters would be restored as mentioned in the undertaking agreement signed between Mr. Anjum Aqeel Khan and NPF on 22.2.2011.*
- 13. After the transfer of additional 9 kanals (7 kanals and 2 residential plots) or so land, the total land transferred by Mr. Tahir Mehmood Khan would be about 11 kanals for the above affiliation.*
- 14. The total liability towards NPF would be 12 kanals (10 + 2 kanals). Therefore, this land should be exchanged by NPF to Mr. Tahir Mehmood Khan having Khasra Numbers 111, 113, 114, 116, 127, 132, 136 (measuring 12 kanals) with the land of NPF that is not under possession of NPF's Qilla Numbers 430 & 434 (total 12 kanals),.*

33. Apart from the aforesaid illegalities committed by the office bearers of the National Police Foundation in connivance of Anjum Aqeel Khan of M/s. Land Linkers, the allotment of plots in both the aforesaid housing schemes was made in violation of the bye-laws / terms and conditions of the said schemes. As already

held the National Police Foundation was established only for the benefit of the poor and needy persons under sub section (1) of Section 4 of the Charitable Endowments Act, 1890, thus, all the property of the said foundation vest in the treasurer of the Charitable Endowments for Pakistan and was in trust of the Treasurer but the persons at the helm of affairs in the National Police Foundation allotted plots not only to those persons who were not at all entitled for allotment thereof but also allotted plots to every member of the family of those police officers who were at the helm of affairs in the said Foundation. According to the meaning of the Charitable the benefit of the said schemes could have been granted only to the poor, martyred and needy serving or retired and dependents of such servants of the said Foundation or those who had sacrificed their lives for the country.

34. In such circumstances we are of the view that the Committee of Administration of the Foundation has violated the purpose of establishment of this charitable institution under the garb of generation of funds and has committed gross illegalities, in order to favour the higher police officers and their families by allotment of plots even to private persons and other persons who were not entitled to the allotment of plots. Instead of selling the plots in open market and for the purpose of generating funds for the National Police foundation to achieve the object of the establishment of the said organization for the help of the needy and the heirs of the martyrs.

35. In the light of the objective of the Foundation, which has been elaborated in the foregoing paras, it is evident that the Foundation's real purpose was to cater for the health, educational and charitable matters for the officials of the police department and their dependants. However, in the garb of such objectives of the National Police Foundation the administration of the NPF decided to enrich their own pockets and to dole away the plots to the higher police officials and other higher government officials for a consideration which was not in consonance with the market price prevailing at that time and the police officials and that other government officials have been allotted more than one plot.

36. During proceedings on 22.3.2012 Mr. Humayun Raza Shafi, M.D. National Police Foundation has submitted a list under his signatures according to which more than one plot have been allotted to several police & government officials and in addition to them several plots have been allotted to other civilians. Details of which are given below:

Srl. No.	Name & Designation	Plot No. & Size	Scheme	Date of Allotment	Cost of Land by NPF
1.	Mr. Abdul Qadir Haye, I.G.	379(50x90)	E-11	6.4.2003	1130000.00
2.	Mrs. Shaheen Qadir Haye, wife of Abdul Qadir Haye	380(50x90)	E-11	9.3.2002	1130000.00
3.	Mr. Abdur Razzaque, I.G	480(50x90)	E-11	4.7.1998	1130100.00
4.	Mrs. Farhat Razzaque, w/o Mr. Abdur Razzaque	52(50x90)	E-11	4.7.1998	565100.00

5.	Mr. Afzal Ali Shigri, I.G.	558(50x90)	E-11	31.7.2002	463933.00
6.	Mrs. Mahlaqa Shigri, w/o Afzal Ali Shigri	557(50x90)	E-11	3.9.2001	1130100.00
7.	Miss Amna Rizvi, d/o Afzal Ali Shigri	556(50x90)	E-11	3.9.2001	1130100.00
8.	Miss Mahlaiqa Shigri, w/o Afzal Ali Shigri	1027-B (35x65)	O-9	4.11.2004	250100.00
9.	Mis amna Shigri, d/o Afzal Ali Shigri	1026-B(35x65)	O-9	4.11.2004	250100.00
10.	Mrs. Gulshan Iftikhar, w/o Iftikhar Rasheed, I.G.	1011(50x90)	E-11	11.11.2002	1575100.00
11.	Miss Sheze Iftikhar, d/o Iftikhar Rasheed, I.G.		E-11	10.5.2002	1575100.00
12.	Mr. Kaleem Iman, I.G.	661(50x90)	E-11	14.2.2002	1690100.00
13.	Mrs. Ayusha Hanif w/o Kaleem Imam, I.G.	1041(50x90)	E-11	22.4.2003	1690100.00
14.	Mr. Muhammad Rafique Haider, I.G.	485(50x90)	E-11	4.7.1988	1130100.00
15.	Mrs. Nabeela Rafique Haider	486(50x90)	E-11	4.7.1998	1130100.00
16.	Rana Altaf Majeed, I.G.	470(50x90)	E-11	4.7.1998	1200600.00
17.	Mrs. Salwa Rana	469(50x90)	E-11	4.7.1998	1130100.00
18.	Saiyed Mohib Asad, I.G.	643-C(50x90)	E-11	4.7.1998	393433.00
19.	Mrs. Nigar Mohib, wife of Saiyed Mohib Asad, I.G.	722(50x90)	E-11	22.8.2002	1575100.00
20.	Syed Abid Abbas, DSP	251(35x65)	E-11	4.7.1998	565100.00
21.	Mrs. Romana Abid, w/o Abid Abbas, DSP	774(35x65)	E-11	11.11.2002	787600.00
22.	Mrs. Romana Abid, w/o Abid Abbas, DSP	430-X(50x90)	O-9	15.4.2003	500100.00
23.	Syed Abid Abbas, DSP	82(12x20)	O-9	8.12.2001	56100.00
24.	Mr. Haq Nawaz Kiani, SP	807(35x65)	E-11	14.2.2002	787600.00
25.	Mrs. Pakeeza Nawaz Kiani, w/o Haq Nawaz Kiani, SP	674(50x90)	E-11	14.2.2002	1575100.00
26.	Miss Hina Nawaz, d/o Haq Nawaz Kiani, SP	540(50x90)	E-11	4.7.1998	1130100.00
27.	Mr. Behram Tariq, I.G.	29(50x90)	E-11	4.7.1998	1130100.00
28.	Mrs. Farida Sultana, w/o Behram Tariq, I.G.	29(50x90)	E-11	4.7.1998	1130100.00
29.	Ch. Muhammad Akmal,	546(50x90)	E-11	4.7.1998	1130100.00

	Inspector				
30.	Mrs. Farzana Akmal, w/o Ch. Muhammad Akmal, Inspector	545(50x90)	E-11	4.7.1998	1130100.00
31.	Mr. Wajahat Latif, I.G.	476(50x90)	E-11	4.7.1998	1200600.00
32.	Mr. Ahmad Latif, Banker, s/o Wajahat Latif	477(50x90)	E-11	4.7.1998	1200600.00
33.	Mr. Mohammad Nawaz Malik, I.G.	632- F(50x90)	E-11	14.2.2002	1575100.00
34.	Mrs. Surriya Nawaz, w/o Mohammad Nawaz Malik	632- G(50x90)	E-11	20.2.2002	1575100.00
35.	Mr. Naseer Ali, Banker, s/o Muhammad Nawaz Malik	2112- A(50x90)	O-9	11.9.2003	500100.00
36.	Mr. Arif Hussain, Accountant, s/o Muhammad Nawaz Malik	2093- T(50x90)	O-9	11.9.2003	500100.00
37.	Mr. Manzoor Ahmad, I.G.	669 Sub- 1068(50x90)	E-11	1.12.1999	1200600.00
38.	Mrs. Qaisar Sultana, w/o Manzoor Ahmed	670(50x90)	E-11	1.12.1999	1130100.00
39.	Ch. Manzoor Ahmad, I.G.	400-B (35x65)	O-9	7.10.2011	251000.00
40.	Mr. Zaheed Waheed Butt, Brig.	676(50x90)	E-11	29.3.2002	1575100.00
41.	Mrs. Zille Huma Dar, w/o Zahid Waheed Butt, Brig.	645(35x65)	E-11	29.3.2002	105400.00
42.	Mr. Muhammad Afzal Rana, Lt. Col.	708(50x90)	E-11	20.2.2002	787600.00
43.	Miss. Sadia Afzal Rana, d/o Muhammad Afzal Rana	1035(50x90)	E-11	11.11.2002	1500350.00
44.	Agha Baqir Ali , Foreign Service Officer	871(50x90)	O-9	4.4.1991	240100.00
45.	Agha Sibtain Raza s/o Agha Baqir Ali	873(50x90)	O-9	4.4.1991	240100.00
46.	Mr. Amjad Bashir, s/o Mr. Muhammad Bashir	1845- V(50x90)	O-9	26.2.2005	958100.00
47.	Miam Imtiaz Bashir, s/o Mr. Muhammad Bashir	1845- H(50x90)	O-9	25.2.2005	500100.00
48.	Mr. Shaukat Aziz, Ex- Prime Minister	411(50x90)	E-11	20.8.2002	1105100.00
49.	Mr. Shaukat Aziz, Ex- Prime Minister	357(50x90)	O-9	7.10.1990	245100.00

50.	Mrs. Rukhsana Aziz, w/o Shaukat Aziz, Ex-P.M.	358(50x90)	O-9	7.10.1990	245100.00
51.	Mr. Israr Ahmed, I.G.	594(50x90)	O-9	22.10.1990	245100.00
52.	Mr. Israr Ahmed, I.G.	286(50x90)	E-11	4.7.1998	1105100.00
53.	Mrs. Maimoona Israr, w/o Israr Ahmed	593(50x90)	O-9	22.10.1990	240100.00
54.	Mr. Sagheer Ahmed, PIA	143(40x60)	O-9	10.1.2005	1066880.00
55.	Mrs. Shaista Sagheer, wife of Sageer Ahmad	76(12x20)	O-9	19.12.2002	106780.00
56.	Malik Nazir Ahmad, Banker	34(15x30)	O-9	28.12.1999	104100.00
57.	Mrs. Nasim Akhtar Naz, w/o Malik Nazir Ahmad	33(15x30)	O-9	28.12.1999	104100.00
58.	Syeda Farzana Hussain, w/o Syed Shaukat Hussain	130(15x30)	O-9	28.10.2002	200100.00
59.	Syeda Naureen Batool, d/o Syed Shoukat Hussain	122(15x30)	O-9	28.10.2002	200100.00
60.	Mr. Sulran Azam Temori, IG	718(50x90)	E-11	14.2.2002	1665100.00
61.	Mr. Sultan Azam Temuri, DIG	88(12x20)	O-9	14.12.2001	56367.00
62.	Mrs. Rabia Temuri, w/o Sultan Azam Temuri	160(15x30)	O-9	4.11.2003	200100.00
63.	Mr. Siraj Din, Businessman, s/o Muhammad Din	52(12x20)	O-9	18.7.2002	53434.00
64.	Mr. Naik Bakht s/o Muhammad Din	53(12x20)	O-9	18.7.2002	43434.00
65.	Mrs. Bilqees Akhtar, w/o Ghulam Ali	121(15x30)	O-9	18.10.2002	200100.00
66.	Miss Batool Akhtar, d/o Ghulam Ali	113(15x30)	O-9	18.10.2002	200100.00
67.	Mr. Ahsan-ulHaq s/o Abdul Aziz	109(15x30)	O-9	19.12.2002	200100.00
68.	Mr. Rizwan-ul-Haq s/o Abdul Aziz	108(15x30)	O-9	19.12.2002	200100.00
69.	Mr. Arif Qayum, Businessman	148(15x30)	O-9	17.8.2011	200100.00
70.	Mrs. Najma Arif, w/o Arif Qayyum	147(15x30)	O-9	18.6.2003	200100.00
71.	Mr. Humayoun Javaid, ® Director FIA	184(12x20)	O-9	22.2.2010	1491000.00
72.	Mr. Humayoun Javaid,	185(12x20)	O-9	22.2.2010	1491000.00

	® Director FIA				
73.	Mr. Fazal Mehmood Malik, Businessman	187(12x20)	O-9	22.2.2010	1521000.00
74.	Mr. Fazal Mehmood Malik, Businessman	188(12x20)	O-9	22.2.2010	1521000.00
75.	Mr. Zaheer Mahmood, Businessman, s/o Mahmood Khan	2093-B (50x90)	O-9	8.3.2003	100.00
76.	Mr. Mudasser Sheraz, s/o Mehmood Khan	2093-C (50x90)	O-9	8.3.2003	100.00
77.	Mrs. Ghulam Sughra, w/o Mr. Muhammad Bashir Shakir, Captian	119-K (50x90)	O-9	31.3.2003	500100.00
78.	Mr. Jawad Bashir, s.o Muhammad Bashir Shakir	119-L (50x90)	O-9	31.3.2003	500100.00
79.	Mrs. Zahida Parveen, w/o Ch. Imtiaz Ahmad	119-G (50x90)	O-9	1.4.2003	500100.00
80.	Miss. Zehra Imtiaz, d/o Ch. Imtiaz Ahmad	119-H (50x90)	O-9	1.4.2003	500100.00
81.	Syed Muhammad Shahwaze Abbas Sherazi s/o Syed Safeer Hussain Shah Sherazi, DSP	698-L (50x90)	O-9	25.2.2003	100.00
82.	Syedia Saffia Kazmi, w/o Syed Safeer Hussain Shah Sherazi, DSP	698-N (50x90)	O-9	25.2.2003	100.00
83.	Syed Ibn-e-Ali Rizvi, s/o Syed Sardar ali Shah	163-H (50x90)	O-9	1.3.2003	450100.00
84.	Mrs. Narjis Batool Kazi, Doctor, w/o Syed Ibn-e-Ali Rizvi	163-G (50x90)	O-9	1.3.2003	450100.00
85.	Mr. Jehangir Akhtar s/o Noor Mohammad	400-M (50x90)	O-9	31.3.2003	500100.00
86.	Mr. Tanveer Akhtar, Businessman, s/o Noor Muhammad	400-N (50x90)	O-9	31.3.2003	500100.00
87.	Mr. Babar Mumtaz, DSP	450-K (50x90)	O-9	31.3.2003	500100.00
88.	Mr. Amir Mumtaz s/o Sardar Mumtaz Ali Khan	450-L (50x90)	O-9	31.3.2003	500100.00
89.	Mr. Muhammad Farhan Ghauri s/o Muhammad Sharif Ijaz Ghauri	99-D (50x90)	O.-9	27.1.2004	337500.00
90.	Mr. Muhammad Faisal Ghauri, s/o Muhammad Sharif Ijaz Ghauri	99-F (50x90)	O-9	27.1.2004	337500.00
91.	Mr. Akhtar Mahmud, Businessman s/o Ch.	2150	O-9	16.9.2002	450100.00

	Khuda Dad Khan	(50x90)			
92.	Mrs. Naila Akhtar, W/o Akhtar Mahmud	2151 (50x90)	O-9	16.9.2002	450100.00
93.	Mr. Muhammad Afzal Khan, S.J. (R.)	2096 (50x90)	O-9	4.9.2002	450100.00
94.	Miss Atika Khan, d/o Muhammad Afzal Khan	2093 (50x90)	O-9	4.9.2002	450100.00
95.	Mr. Mehmood Farooq Khan, NRSP, s/o Muhammad Akbar Khan	2105 (50x90)	O-9	15.6.2001	450100.00
96.	Mr. Masood Akbar, NRSP, s/o Muhammad Akbar Khan	2106	O-9	15.6.2001	450100.00
97.	Mr. Abdul Sattar, Businessman s/o Abdul Ghafoor	451-R (50x90)	O-9	1.4.2003	100.00
98.	Mrs. Shafqat Sattar, W/o Abdul Sattar	451-U	O-9	1.4.2003	100.00
99.	Mr. Mohammad Ahsan Shahzad, s/o Abdul Sattar	451-T (50x90)	O-9	1.4.2003	100.00
100.	Mr. Arshad Munir, s/o Abdul Ghafoor	451-S (50x90)	O-9	1.4.2003	100.00
101.	Mr. Tayyab Aziz, Businessman, s/o Abdul Aziz	451-P (50x90)	O-9	1.4.2003	100.00
102.	Mrs. Rukhsana Tayyab w/o Tayyab Aziz	451-N (50x90)	O-9	1.4.2003	100.00
103.	Hafiz S.d. Jamy, IG (Ex-MD NPF)	446(50x90)	E-11	4.7.1998	1188920.00
104.	Mr. Hassan Naveed Jamy, Engineer, s/o Hafiz S.d. Jamy	255(50x90)	O-9	10.10.1990	240100.00
105.	Mr. Gul Najam Jamy, Govt. Service, s/o Hafiz S.d. Jamy	813(50x90)	O-9	11.10.1990	245100.00
106.	Mr. I.M. Mohsin, I.G.	672(50x90)	E-11	14.2.2002	1130100.00
107.	Mr. I.M. Mohsin, I.G.	884(50x90)	O-9	19.2.1991	245100.00
108.	Mr. Rajeel Mohsin, s/o I. M. Mohsin	1021 (50x90)	E-11	11.11.2002	1575100.00
109.	Miss Nashita Mariyam, d/o I. M. Mohsin	217-A (50x90)	O-9	17.11.1992	280100.00
110.	Mr. Usman Amin Mian s/o Mian Muhammad Amin (I.G.) Ex-MD NPF	457(50x90)	E-11	21.3.2000	1200600.00
111.	Mr. Afnan Amin Mian, Engineer, s/o Mian Muhammad Amin (I.G.)	606 (50x90)	E-11	21.3.2000	1130100.00

	Ex-MD NPF				
112.	Dr. Sikandar Amin Mian, Doctor, s/o Mian Muhammad Amin (I.G.) Ex-MD NPF	605(50x90)	E-11	4.7.1998	1130100.00
113.	Dr. Kamran Fazal, DD/FIA, son in law of Mian Muhammad Amin (I.G.) Ex-MD NPF	541(50x90)	E-11	4.7.1998	1200600.00
114.	Dr. Naila Kamran, D/o Mian Muhammad Amin (I.G.) Ex-MD NPF	542(50x90)	E-11	4.7.1998	1200600.00
115.	Mrs. Silva Nishat, Mother of son in law of Mian Muhammad Amin (I.G.) Ex-MD NPF	479(50x90)	E-11	4.7.1998	1200600.00
116.	Mr. Laeeq Ahmad Khan DIG	456 (50 X 90)	E-11	30.3.2002	541766.00
117.	Mr. Laeeq Ahmad Khan DIG	289 (50 X 90)	E-11	04.07.1998	1132100.00
118.	Mrs. Hina Asher Khan d/o Laeeq Ahmed Khan	57 (12 X 20)	O-9	22.11.2002	106780.00
119.	Mr. Umar Alam Khan son of Laeeq Ahmed Khan, Marketing Manager NPF	4 12 X 20)	O-9	30.3.2002	56100.00
120.	Mr.Mrs. Aisha Khanum wife of Umar Alam Khan	5 (12 X 20)	O-9	01.04.2001	56100.00
121.	Mr. Sikandar Hayat Shaheen, DIG	511 (50 X 90)	E-11	28.03.2002	580100.00
122.	Mrs. Riffat Shaheen wife of Sikandar Hayat Shaheen	582 50 X 90	E-11	04.07.1998	1130100.00
123.	Miss Fatima Shaheen d/o Sikandar Hayat Shaheen	1273 (50 X 90)	O-9	17.06.2002	450100.00
124.	Dr. Amina Shaheen (Lady Doctor) d/o Sikandar Hayat Shaheen	400-B (50 X 90)	O-9	17.06.2002	450100.00
125.	Mr.Muhammad Khawar Saeed Brother-in-Law of Sikandar Hayat Shaheen	797 (35 X 65)	E-11	27.12.2002	775100.00
126.	Mr. Abdul Hannan Ex-Addl.Dir./NPF	512 (50 X 90)	E-11	30.03.2002	516766.00
127.	Mr. Abdul Mateen Kamran, Businessman son of Abdul Hannan	604 (50 X 90)	E-11	04.12.2002	1575100.00
128.	Mr. Faisal Hannan, Businessman son of Abdul Hannan	1006 (50 X 90)	E-11	11.11.2002	1575100.00
129.	Mr.Abdul Mateen Kamran, Businessman son of Abdul Hannan	137 (50 X 70)	O-9	14.5.2003	777877.00
130.	Mr. Faisal Hannan, Businessman son of Abdul Hannan	136 (50 X 70)	O-9	14.05.2003	77877.00
131.	Mr. Umar Hannan son of Abdul Hannan	135 (50 X 70)	O-9	14.05.2003	777877.00
132.	Miss Aisha Hannan D/o of Abdul Hannan	147 (50 X 70)	O-9	14.05.2003	777877.00

133.	Mrs. Shahida Nasreen wife of Khuda Bukhsh	138 (50 X 70) (purchased)	O-9	13.05.2003	777877.00
134.	Mrs. Soban Bi wife of Khuda Bukhsh	142 (40 X 60)	O-9	07.01.2005	1066780.00
135.	Mrs. Shahida Nasreen wife of Khuda Bukhsh	752 (50 X 90) (purchased)	O-9	07.02.1991	240100.00
136.	Mrs. Shahida Nasreen wife of Khuda Bukhsh	1074 (35 X 65)	O-9	07.02.1991	122600.00
137.	Mr. Khuda Bukhsh Ex- DDH/NPF	149 (50 X 70)	O-9	13.05.2003	777877.00
138.	Mrs. Shahida Nasreen wife of Khuda Bukhsh	124 (15 X 30)	O-9	13.01.2003	200100.00
139.	Mr. Khuda Bakhsh Ex- DDH/NPF	513 (50 X 90)	E-11	04.07.1998	541766.00
140.	Mr. Khuda Bakhsh Ex- DDH/NPF	426 (50 X 90)	E-11	04.07.1998	1025575.00
141.	Mr. Asad-ur-Rehman son of Khuda Bukhsh	409-A (50 X 90)	E-11	05.09.2003	1575100.00
142.	Mr. Khuda Bakhsh Ex- DDH/NPF	212 (35 X 65)	E-11 (Member ship)	04.07.1998	565100.00
143.	Miss Nasira Naureen d/o Khuda Bukhsh	644 (50 & 90)	E-11 (purchas ed)	21.02.2003	2871300.00
144.	Mr. Khuda Bakhsh, Ex- DDH/NPF	211 (35 X 65)	E-11 Members hip)	04.07.1998	565100.00
145.	Mr. Muhammad Zaman	138 (15 X 30)	O-9	27.05.2003	200100.00
146.	Mr. Muhammad Zaman Ex-Site Engineer/NPF	298 (25 X 45)	O-9	02.08.2002	112600.00
147.	Mr. Muhammad Zaman Ex-Site Engineer/NPF	303 (35 X 65)	E-11	04.07.1998	600350.00
148.	Mrs. Nayyar Rafat wife of Syed Rafat Mustafa	69 (50 X 90)	E-11	04.07.1998	1130100.00
149.	Syed Rafat Mustafa ex- DD/B&A	510 (50 X 90)	E-11	28.03.2002	516767.00
150.	Mrs. Bibi Hanifa wife of Mumtaz Ellahi	100 (35 X 65)	E-11	04.07.1998	600350.00
151.	Mr. Mumtaz Ellahi ex- PSO to MD/NPF	632-B (50 X 90)	E-11	04.07.1998	1130100.00
152.	Mr. Mumtaz Ellahi ex- PSO to MD/NPF	45 (35 X 65)	E-11	04.07.1998	565100.00
153.	Mr. Abdul Jamal Khan, DF/NPF	514 (50 X 90)	E-11	28.03.2002	516766.00
154.	Mrs. Zarina Khan d/o Abdul Jamal Khan	996 (50 X 90)	E-11	11.11.2002	1550100.00
155.	Mr. Muhammad Khan Asstt./NPF	206 (35 X 65)	E-11	04.07.1998	552600.00
156.	Mrs. Naseem Akhtar wife of Muhammad Khan	357 (35 X 65)	E-11	04.07.1998	552600.00

37. The above list clearly shows that the successive Managing Directors of the NPF have allotted the plots to the police officials not only over and above their entitlement but certain civilians of their choices as well as military officials have been allotted plots, who, even did not fall within the definition of the beneficiaries as discussed in the preceding paras. Some of the allottees in the above list have been allotted plots only for a sum of Rs.100/- as shown at Srl. Nos. 75, 76, 81, 82, 97, 98, 99, 100, 101 and 102 of the list reproduced hereinabove.

38. The Board of Directors of the Foundation while establishing housing schemes did not at all fix the criterion by making bye-laws / terms and conditions for allotment of plots in the housing schemes and divided plots to their nears and dears without there being any logic for such allotments. Even the Board of Directors did not frame any rules / bye-laws for allotment of plots to the general public and allotted plot to the persons of their choice without having published in the newspapers the policy or criteria regarding allotment of plots. The plots in the said scheme were also not put to auction in accordance with law by the Board of Directors, as such, the Board of Directors has been utilizing the foundation for their personal gains for the benefit of their nears and dears.

39. It is also apparent from the record that the National Police Foundation (NPF) was established purely for the welfare of police officials but the officers at the helm of affairs in the

Foundation allotted land worth billions of rupees at throwaway prices i.e. for Rs.100/- only to the ruling elite, including generals, bureaucrats, ambassadors, close relatives of top police officials and well-connected civilians. The loot sale of a facility created for the welfare of the poor cops has been going on in sectors E-11 and O-9 of Islamabad, which were purchased by the government-controlled NPF on nominal prices for the benefit of all police forces in the country. It has also been established on record that the privileged ones have gobbled up everything, generously. Such has been the largesse of the NPF that some were allotted two and even more, while for some senior police officers, selected employees of the NPF and even civilians, floodgates of generosity were opened to the extent that more than five plots and in certain cases more than ten plots were given to one family. In one case, an NPF employee got eight plots from the Foundation for himself and his family. There is a long list of police officials and even others who got two or more than two plots in the name of members of their families. All these allotments were made by successive Managing Directors (MDs) of the NPF who were only competent to allot one plot to each police official but they illegally allotted plots to the civilians, other bureaucrats and military personnel.

40. As far as the arguments of learned counsel for the ex-officials of the National Police Foundation that they had acted in good faith for the benefit and interest of the Foundation and the

alleged irregularities or lapses are not at all attributable to any malafide or deliberate intent on their part, have no force at all for the simple reason that the said ex-officials were in power at the relevant time and that they made decisions detrimental to the interest of the Foundation and its beneficiaries. They did not at all make their efforts for the betterment and interest of the Foundation rather allotted plots to their nears and dears who were not at all entitled for such allotment. Even they failed to utilize the funds of the Foundation according to the true spirit of the constitution thereof, as such, they were fully responsible for the acts and omission as highlighted by the inquiry officer in his report, referred to hereinabove.

41. As far as the case of Anjum Aqeel Khan is concerned, suffice it to observe that a fact finding inquiry was conducted by an honest and upright officer by associating all the concerned including Anjum Aqeel Khan in the said inquiry wherein he had not only admitted lapses on his part regarding loss to the Foundation but also entered into agreements for making good the loss suffered by the Foundation. Even learned counsel for Anjum Aqeel Khan in his CMA No. 3742 of 2013 while summing up his arguments also stated that Anjum Aqeel Khan stands ready and willing to abide by the terms of the settlement agreement signed by him with the NPF.

42. While taking up the issue of settlement agreement dated 4.3.2013 arrived at between the Foundation and Anjum Aqeel Khan of M/s Land Linkers during pendency of the matter

before this Court in order to make up the loss suffered by the Foundation at his hands, we are further fortified from the judgment in the case referred supra (PLD 2011 S.C. 619) relevant portion wherefrom reads as follows:

*"25. A part of the argument vehemently canvassed at the bar was that the main purpose of awarding contract to this party was to get the CDA land cleared off from the illegal occupants, which the CDA was unable to do. In this behalf, reference was made to agreements containing recitals of payment of different sums of money made to certain persons in lieu of their vacating such land. According to the aforesaid agreements, huge sums of money running into millions of rupees were allegedly paid. But, surprisingly, no details of payment, such as bank drafts, pay orders, cheques, etc. were given in the said agreements. It is not believable that such large sums of money were paid in cash. Besides, the agreements in question were documents not registered in accordance with law. There was, so to say, no valid proof of payment furnished to our satisfaction. Further, no details of the land allegedly in the illegal possession of the land grabbers along with the names/number of encroachers were provided. **Thus, looked at from any angle, the transaction appears to be a sham deal.** The whole exercise appears to be an eyewash."*

43. In this view of the matter the agreements as afore-stated appears to be another example of fraud with the Foundation as there is no date for finalization / completion of the said agreements, as such, the said agreements cannot be termed as good in the eyes of law. The said agreements also appears to be a tricky to the effect that the same might have been executed in order to avoid the consequences of the criminal proceedings got initiated by the Foundation against Anjum Aqeel Khan. The said agreement is, therefore, held to be of no legal effect.

44. In view of the above discussions, we hold that the Board of Directors of the Foundation in connivance with Anjum Aqeel

Khan of M/S Land Linkers with malafide intention gave a huge and colossal loss to the Foundation which has surfaced in the enquiry report of Mr. Zafar Ahmad Qureshi as stated above. Board of Directors, instead of generating funds for the poor and needy persons who were still facing hardships to acquire a roof to live under has allotted the plots to their near and dears under the garb to generate the funds.

45. While summing up our discussion made above, we declare that the National Police Foundation was a charitable organization established under section 5 of the Charitable Endowments Acts, 1890 aiming at helping the poor and for those who had lost their lives while being in service or on duty in the shape of education, medical relief etc. The Committee of Administration/Rule Making Body was not authorized to make rules in conflict with or in derogation of the substantive provisions of law or the statute under which the rules are framed. Rules cannot go beyond the scope of the Act but the rules/regulations were made by the Committee of the Administration of the Police Foundation according to their own whims and not according to the purposes envisaged by the Charitable Endowment Act. The persons mentioned in para 36 above have been allotted plots who were not entitled for such allotment and in some cases they have been allotted more than one plot or even a single plot without observing any bye-laws/rules, as such, the allotment of plots was not made by the Foundation in a transparent manner. Even some

persons were allotted 1 kanal plot against payment of only Rs. 100/-. The allotment of plots in the National Police Foundation can be termed a bad example of mal-administration as every officer of the said foundation at the helm of affairs tried to loot the Foundation by allotting plots to their nears and dears without observing any codal formalities required for the purpose.

46. Anjum Aqeel Khan who had entered into agreements with the National Police Foundation to arrange land for establishment of residential colony also got the developed plots allotted against affiliation of land to various persons without paying the development charges and accounting for the land as per formula of the CDA.

47. While making allotments of plots the then Board of Directors allotted plots to their near and dears ignoring legal heirs/family members of those police personnel who had laid down their lives for this nation. Under the Constitution of Islamic Republic of Pakistan no one can be permitted even though he be the head of the department to purchase all the plots for himself, or to give out the same as per his own choice. There are number of examples of such malpractices on the part of the police high ups who remained at the helm of affairs in the National Police Foundation. Most of the poor policemen were left up without allotment of any plot, though some have been allotted. The high ups of the police hierarchy have purchased a good number of plots

in violation of the purpose the Foundation was established for. Not only that, they after having acquired such plots started business. The Board of Directors without observing any legal or codal formalities such like advertisement in the press and without framing any bye-laws for the allotment of plots doled them out, whereas poor policemen are still facing hardships to acquire a roof to live under. Even the land earmarked for lawns/parks was also converted into plots for allotment to the higher police officers of the ranks of I.G., D.I.G., S.S.P. etc.

48. For the foregoing reasons it is held and directed as under:-

1. The illegalities and irregularities in the procurement of land committed by the Board of Directors in connivance with Anjum Aqeel Khan are worst examples of corruption and corrupt practices and all those who are responsible are liable to be penalized in accordance with the law of the land and also to make the loss good by recovering the said loss through coercive measures.
2. All the plots, one, two or more than that which have been illegally and un-authorizedly allotted without entitlement, as discussed above, to any person, whether police officials, employees of NPF, other government officials or the civilians, businessmen, etc. or their dependants are declared to be illegally allotted and are

thus cancelled forthwith. However, if they are interested to retain the plots in their names they are directed to pay price thereof according to the present market value within a period of two months from today.

3. Anjum Aqeel Khan or his nominee shall be entitled to retain only those plots in lieu whereof he has given land for being affiliated and not otherwise, that too subject to payment of development charges according to the nature of the plots within two months. In case he or his nominee fails to pay the development charges within a period of two months, he shall not be entitled to retain them.
4. Anjum Aqeel Khan is directed to fulfill his outstanding liability of 126 kanals of land as undertaken by him through agreement dated 27.5.2011 reproduced in para No. 31 and if he is not in a position to provide 126 kanals of land to the Foundations then he will pay present market price of 88 developed plots in accordance with 54:46 ratio formula of CDA and adopted by the Foundation within the period of two months from today, otherwise law will take its own course by initiating penal action as well as attachment of all his property, moveable or immoveable and that of his dependents.

5. The persons who are nominated for allotment of plots by Anjum Aqeel Khan without having corresponding land transferred in the name of NPF or who have filed miscellaneous applications against Anjum Aqeel Khan, shall not be allotted plots until and unless they are found legally entitled to such allotment by way of affiliation or through any other mode. They are at liberty to launch any sort of proceedings against Anjum Aqeel Khan, if so desired. However, it is clarified that the Foundation will not be responsible for any act or omission of said Anjum Aqeel Khan while nominating the persons for allotment of plot in the Foundation.
6. Any other shortfall of land is directed to be made up by Anjum Aqeel Khan of M/s. Land Linkers.
7. The Managing Director of the National Police Foundation is directed to ensure compliance with the aforesaid directions in letter and spirit within a period of two months from today and submit compliance report thereof to this Court, where-after the Auditor General for Pakistan shall get the accounts of the Foundation audited as well as transactions of allotment of plots, affiliation of land and deposit of development charges with the Foundation and submit report to this Court within a month. He shall also submit audit

report regarding receipts and payments by the Foundation from the date of its creation till date.

49. As a consequence of our above conclusion, it has been found necessary to initiate proceedings against Anjum Aqeel Khan and other responsible persons, whose reference has been made in the preceding paras. Chairman NAB is directed to initiate the proceedings under the NAB Ordinance, 1999 as amended, promptly, so it may serve the deterrence of like minded people. It is further directed that the progress report shall be submitted by the Chairman NAB through the Registrar of this Court for the action taken by him within 90 days.

Chief Justice

Judge

Judge

Announced in Open Court
By Ijaz Ahmed Chaudhry, J.-
On 31.10.2013
At Islamabad

APPROVED FOR REPORTING
(Zulfiqar)