

**JUDGMENT SHEET**  
**IN THE ISLAMABAD HIGH COURT, ISLAMABAD**  
**JUDICIAL DEPARTMENT**

F.A.O.No.115/2018  
Chaudhry Muhammad Jamil  
**Versus**  
Chaudhary Muhammad Ramzan and others

<b>Dates of Hearing:</b>	06.11.2018, 07.11.2018 and 09.11.2018
<b>Appellant by:</b>	M/s. Muhammad Akram Sheikh and Natalya Kamal, Advocates.
<b>Respondents by:</b>	Mr. Khurram Mehmood Qureshi, Advocate for respondent No.1, Sheikh Muhammad Khizar-ur-Rasheed, Advocate for respondent No.4, Mr. Muhammad Ilyas Sheikh, Advocate for respondents No.5, Mr. Abdur Rasheed Awan, Advocate for respondent No.6, Mr. Haseeb Zahid, Advocate for respondents No.2, 7 and 8, Mr. Javed Iqbal Wains, Advocate for the respondent No.9.

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**MIANGUL HASSAN AURANGZEB, J:-** Through the instant appeal, the appellant, Chaudhry Muhammad Jamil, impugns the order dated 06.10.2018, passed by the Court of the learned Civil Judge, Islamabad, whereby the appellant's application under Order XXXIX, Rules 1 and 2 C.P.C. filed along with his suit for "declaration, cancellation, recovery, rendition of accounts, mandatory and permanent injunction", was dismissed.

**FACTUAL BACKGROUND:-**

2. The facts essential for the disposal of the instant appeal are that the appellant, respondent No.1 (Chaudhry Muhammad Ramzan Tahir), and respondent No.2 (Chaudhry Muhammad Ishaq) are brothers. These brothers jointly owned several properties. On 22.07.2011, these brothers executed a family settlement agreement whereby 23 properties mentioned therein were divided *inter-se*. The first 13 properties in the list fell in respondent No.1's share, whereas the remaining 10 properties in the list were to be jointly owned by the appellant and respondent

No.2. It was explicitly agreed that the appellant and respondent No.2 would have no concern, whatsoever, with the 13 properties to be exclusively owned by respondent No.1, whereas respondent No.1 would have no concern with the 10 properties to be jointly owned by the appellant and respondent No.2. It was also agreed that the appellant and respondent No.2 would transfer their respective shares in the 13 properties in favour of respondent No.1, whereas respondent No.1 would transfer his share in the 10 properties in favour of the appellant and respondent No.2. This family settlement was to be honoured not just by its executants, but also their successors. The execution of the said family settlement is not in dispute.

3. On 27.07.2011, another family settlement agreement was executed by and between the three brothers. This agreement was stated to be in continuation of the earlier family settlement agreement dated 22.07.2011. Through the second family settlement agreement, the parties thereto acknowledged the execution of the earlier settlement agreement, and further agreed that until 31.12.2011, the factory called Triways Food Industries would be run by respondent No.1, whereas after 01.01.2012, the said factory would be run jointly by the appellant and respondent No.2. Furthermore, it was agreed that the profit earned by the said factory between 01.08.2011 and 31.12.2011 would be equally distributed amongst the three brothers. It was also agreed that the rent from the properties listed in paragraph 4 of the said agreement would also be distributed equally amongst the three brothers. Possession of the said factory was agreed to be handed over by respondent No.1 to the appellant and respondent No.2.

4. On 27.09.2011, the three brothers executed a deed for the dissolution of partnership. The preamble of the said deed shows that the three brothers had established a bakery business with the name of "M/s. Triways Bakery" having its office at Gol Market, F-7/3, Islamabad, through partnership deed dated 10.05.1993. The three brothers are also stated to have established a bakery

industry at Plot No.20, Street No.3, Industrial Area, Sector I-10/3, Islamabad. By virtue of the said deed dated 27.09.2011, respondent No.1 retired from the partnership by transferring his total share of the capital investment, interest, profits and assets, including the above-mentioned plot No.20 in favour of the appellant and respondent No.2. On account of the execution of the said deed, the appellant and respondent No.2 became the absolute and joint owners of the entire business of the said partnership as well as plot No.20 and the building etc., thereon.

5. Through agreement/*iqrarnama* dated 27.12.2011, respondent No.1 divested himself of his ownership and interest in M/s. Triways Bakery. It is an admitted position that on 31.12.2011, respondent No.1 handed over possession of the bakery and business to the appellant and respondent No.2. This agreement/*iqrarnama* also bears the thumb impression of Chaudhry Ameer-ud-Din who is the appellant and respondents No.1 and 2's father.

6. On 27.02.2012, another agreement/*iqrarnama* was executed between the appellant and respondent No.2. Some properties (moveable and immovable) which were jointly owned by the appellant and respondent No.2 were valued at Rs. 11,95,00,000/-, and a mechanism was agreed upon as to how the payment was to be made by the parties to whom these properties were transferred. These properties were the ones which had fallen in the appellant and respondent No.2's share under the family settlement agreements.

7. On 12.09.2012, respondent No.2 had instituted a civil suit against the appellant before the Court of the learned Civil Judge, Islamabad. In this suit, the plaintiff (i.e., respondent No.2 herein) had acknowledged the execution of the family settlement agreements dated 22.07.2011, 27.07.2011 and the deed for the dissolution of partnership dated 27.09.2011. Apparently, this suit is not pending anymore.

8. It is an admitted position that the family settlement agreements dated 22.07.2011 and 27.11.2011 have been acted

upon and the properties mentioned therein have been transferred in accordance with the terms and conditions of the said agreements. Consequently, respondent No.1 became the exclusive owner of the 13 properties mentioned in the family settlement agreement dated 22.07.2011, whereas the appellant and respondent No.2 became the joint owners of the 10 other properties mentioned therein.

9. On 11.12.2013, the appellant filed a civil suit before this Court against the respondents. The position taken by the appellant in the said suit was that respondents No.1 and 2 had not disclosed certain properties which they had bought from the proceeds of the business of M/s. Triways Food Industries. Paragraph 16(b) of the said suit contains the list of properties which were alleged not to have been disclosed by respondent No.1, whereas paragraph 16(c) contains the list of three properties which respondent No.2 is alleged not to have disclosed. In the said suit, the appellant had prayed for the following relief:-

1. *The Agreement for Family Settlement dated July 22, 2011 may kindly be declared null and void, cancelled being based on Fraud and misrepresentation;*
2. *Defendant Nos. 1 to 8 may be directed to declare/disclose all their assets and properties till date;*
3. *Declaration that the income, profits or assets received or gained by defendant Nos. 1 to 8 from Tri ways Food Industries are owned by the plaintiff;*
4. *All the deeds, agreements made subsequent to the Agreement for Family Settlement should be cancelled and/or rescinded;*
5. *the Defendants may permanently be restrained from selling off or misappropriating the property that has been wrongfully acquired by them under the Agreement;*
6. *CDA be directed to provide the details of all the assets/properties owned by Defendant Nos. 1 to 8;*
7. *CDA may also be directed to provide the record of all transactions pertaining to assets/properties since 2000 till date between Defendant Nos. 1 to 8 with third parties;*
8. *the Defendants be restrained from alienating/disposing off settlement assets to anyone and be ordered/directed to deposit the proceeds of properties already disposed off/alienated and all these properties should be returned to their original*

*position as they were at the time of the Family settlement so that appropriate distribution may take place;*

9. *A decree for rendition of accounts of Defendant Nos. 1 to 8 income, assets, suit properties and Tri star Food Industries;*
10. *A decree that all the properties that were acquired from the Factory income/proceeds shall be partitioned/divided and assets distributed amongst the Plaintiff and Defendant Nos. 1 to 2 according to their share in the Factory, which is 33.3% each;*
11. *Any other relief that this Honourable Court deems fit and appropriate may also be granted in favour of the Plaintiff and against the Defendants.”*

10. Along with the said suit, the appellant had also filed an application for interim injunction. Vide ad-interim order dated 12.12.2013, this Court directed *status-quo* to be maintained with regard to the properties. Vide order dated 19.03.2014, this Court dismissed an application filed by the intervener (Muhammad Ibrahim, who claimed to be the *bonafide* purchaser of plot No.50-O, Sector E-12/4, Islamabad) for the vacation of the injunctive order dated 12.12.2013.

11. Due to an amendment in the Islamabad High Court Act, 2010 (XVII of 2010), the said suit became triable by the Civil Court. Vide order dated 06.10.2018, the learned Civil Court dismissed the appellant's application for interim injunction. The said order dated 06.10.2018 has been assailed by the appellant in the said appeal.

#### **CONTENTIONS OF THE LEARNED COUSNEL FOR THE APPELLANT:-**

12. Mr. Muhammad Akram Sheikh, Senior Advocate, and Ms. Natalya Kamal, Advocate, learned counsel for the appellant, after narrating the facts leading to the filing of the instant appeal, submitted that the ad-interim injunctive relief granted by this Court ought not to have been vacated by the learned Civil Court; that this Court had, vide order dated 19.03.2014, dismissed an intervener's application for the vacation of the interim relief; that the injunctive order had remained in the field from 12.12.2013 to 06.10.2018; that the learned Civil Court ought not to have dismissed the appellant's application for interim injunction after

observing that the appellant had *“cogently adverted the fact that respondent No.1 & 2 had no independent source of income before joining him in [the] factory business but they made various properties from the profit of [the] factory in the name of their off spring and spouses by keeping the [appellant] in dark regarding all connected facts hence, it is appreciated that this contention is also reflecting the existence of an ascertainable factual controversy”*.

13. Learned counsel for the appellant further submitted that it is well settled that the family settlements were liable to be declared null and void on account of the fraud and misrepresentation on the part of respondent No.1; that it is well settled that fraud unravels every time; that the business of M/s. Triway Food Industries was established by the appellant's sheer hard work; that the appellant had brought respondents No.1 and 2 from their village and introduced them to his business; that several immovable properties were purchased from the proceeds and earnings of the said business; that the appellant purchased several properties in respondents No.1 and 2's name at the time when they had no source of income; that out of compassion, the appellant made respondents No.1 and 2 equal partners in the said business; that respondents No.1 and 2 concealed from the appellant the actual profits being made from the said business; that the trust and confidence reposed by the appellant in his brothers had been betrayed; that in July 2011, the appellant and respondents No.1 and 2 agreed to disclose all their properties and assets so that they were divided in three equal parts; that although some disclosure was made by respondents No.1 and 2 but a number of properties which had been acquired by them from the earnings of the business that the appellant had established, were not disclosed; that this concealment amounted to fraud and had rendered the earlier settlement agreements void and liable to cancellation; and that on account of these facts, the appellant had a very strong *prima-facie* case for the grant of interim injunction.

**CONTENTIONS OF THE LEARNED COUNSEL FOR RESPONDENTS NO.1 AND 6:-**

14. On the other hand, Mr. Khurram Mehmood Qureshi, Advocate, learned counsel for respondent No.1, and Mr. Abdur Rasheed Awan, learned counsel for respondent No.6, submitted that the impugned order dated 06.10.2018 does not suffer from any legal infirmity; that the settlement agreements were voluntarily executed by the parties thereto; that the said agreements were only with respect to the properties mentioned therein; that the properties listed in paragraph 16(b) of the suit were acquired by respondent No.1 with his own resources, and the appellant was well aware of this fact; that after executing the said settlement agreements, the appellant wants to go back on his footsteps and do well what he had done ill; that in essence, the appellant in his suit is seeking a declaration to the effect that he is the real owner, whereas respondent No.1 is the ostensible/*benami* owner of the properties listed in paragraph 16(b) of the suit; that sanctity and finality is to be attached to the family settlement agreements executed by the three brothers; that after the execution of the said agreements, the 13 properties that fell in respondent No.1's share were transferred in his favour, whereas the 10 properties that fell in the appellant and respondent No.2's share were transferred in their favour; that the execution of the said agreements was acknowledged by respondent No.2 in the civil suit instituted by him against the appellant; that it will be for the appellant to prove through cogent evidence during the trial that the properties listed in paragraph 16(b) of the suit were purchased in respondent No.1's name with the funds provided by the appellant; that the appellant will also have to prove the existence of an agreement that all properties owned by respondent No.1, including the ones purchased by him from his own resources, were to be made a part of the family settlement agreements; that until the appellant proves the existence of all the ingredients for a *benami* transaction, respondent No.1 cannot be restrained from selling or dealing

with the properties that fell in his share under the said settlement agreements and the properties listed in paragraph 16(b) of the suit which were acquired by respondent No.1 with his own resources. Learned counsel for respondent No.1 prayed for the appeal to be dismissed.

**CONTENTIONS OF THE LEARNED COUNSEL FOR RESPONDENTS NO.2, 7 AND 8:-**

15. Mr. Haseeb Zahid, Advocate, learned counsel for respondents No.2, 7 and 8, submitted that he was under instructions to submit that the said respondents would have no objection if the appeal is allowed.

16. I have heard the contentions of the learned counsel for the contesting parties, and have perused the record with their able assistance. The facts leading to the filing of the instant appeal are set out in sufficient detail in paragraphs No.2 to 10 above, and need not be recapitulated.

17. The appellant does not deny the execution of the family settlement agreements dated 22.07.2011 and 27.07.2011. The execution of the deed dated 27.09.2011 for the dissolution of partnership is also not denied. This is also true as regards the *iqrarnama* acknowledging possession of the above-named factory being handed over on 31.12.2011 by respondent No.1 to the appellant and respondent No.2. The transfer of the properties (mentioned in the said agreements) in accordance with the terms of the said agreements is also admitted.

18. The said family settlement agreements were obviously entered into between the appellant and respondents No.1 and 2 in order to preserve the peace and honour of the family and to avoid disputes and litigation. Halsbury's Laws of England, 2nd Edition (Volume XV, page 2) has defined a family arrangement as *"a transaction between members of the same family which is for the benefit of the family generally, as, for example, one which tends to the preservation of the family property, to the peace and security of the family and the avoiding of family disputes and litigation or to the saving of the honour of the family."*



19. In the suit filed by the appellant, the family settlement agreement dated 22.07.2011 has been impeached on the ground that respondents No.1 and 2 had committed fraud by not disclosing the properties mentioned in paragraphs 16(b) and (c) of the suit so that they could have also been made a part of the settlement. This suit is premised on an alleged understanding between the three brothers that all the properties acquired by either of them from the profits earned by the partnership business were to be divided between the three brothers. Respondents No.1 and 2 have filed a joint written statement in which they have taken the position that respondents No.1 and 2 were financially sound and had purchased the properties mentioned in paragraphs 16(b) and (c) from their own sources and not from the proceeds of the partnership business.

20. It is for the appellant to prove through cogent evidence that the properties mentioned in paragraph 16(b) and (c) of the suit were purchased by respondents No.1 and 2 either with the funds provided by the appellant or from the profits earned by the joint partnership business. There is presently nothing on the record to suggest that respondents No.1 and 2 were financially destitute and not in a position to purchase any property or that there was an understanding between the three brothers to make a disclosure as to all the properties acquired by them (whether with the profits earned from the partnership business or otherwise) so that such properties were made a part of the family settlement agreements. Until the appellant is able to prove all this during the course of the trial, the properties mentioned in paragraph 16 (b) and (c) of the suit as well as the properties which were the subject matter of the family settlement agreements cannot be subjected to an injunctive order.

21. There is no cavil against the proposition that fraud vitiates all solemn acts and unravels everything. However, a question of fraud is never purely a question of law, and the burden of proof lies on the party who alleges the commission of fraud. It is well settled that Courts have to be very careful in coming to a finding

of fraud and should satisfy themselves that the finding is based on cogent, unimpeachable and confidence-inspiring evidence. Mere allegations of fraud cannot partake proof required under the law. Fraud cannot be presumed, rather the same must be proved as a positive fact. At this stage of the case at hand, the fraud alleged by the appellant to have been committed by respondents No.1 and 2 are simple allegations and nothing more. It remains to be seen whether during the course of the trial, the appellant is able to prove the commission of fraud by respondents No.1 and 2. In the case of Punjab National Bank Limited Vs. Dr. A.B. Arora and others (A.I.R. 1933 Lahore 1024), it had been held *inter-alia* that if a person charges another with fraud or misrepresentation, it is incumbent upon him to substantiate his allegation by making a statement on oath and by giving the other party an opportunity of cross-examining him. This stage in the case at hand is yet to come.

22. It is also well settled that an agreement entered into by fraud is voidable, and not void. A person seeking to avoid an agreement on the ground of fraud has to be prompt in seeking redress. An agreement alleged to have been entered into by fraud remains operative as long as it is not set-aside, rescinded or recalled by a competent authority in proper proceedings. As regards the case at hand, the family settlement agreements which is alleged by the appellant to have been “*based on fraud*” would remain operative until the learned Civil Court, after a trial, holds or declares that the said agreements were void on account of having been executed on the basis of fraud committed by respondent No.1 or 2. Until such a declaration is given, the family settlement agreements would continue to operate. Therefore, in my view, at this stage, the appellant does not have a *prima-facie* case for the grant of an interim injunction.

23. It may be mentioned that in the case of Begum Shams-un-Nisa Vs. Said Akbar Abbasi (PLJ 1982 S.C. 714) or (PLD 1982 S.C. 413), Justice Dr. Nasim Hassan Shah (as he then was) had the occasion to observe that it had become fashionable to make

reckless allegations of fraud against respectable people in order to obtain an unjust advantage. Furthermore, it was observed that such a practice deserves to be noticed seriously and discouraged by the Courts. This enunciation does not seem to have been taken heed of by the litigants. I am of the view that it is obligatory upon the Court to impose heavy exemplary costs in addition to actual costs on a party who makes such reckless allegations of fraud against a party to a */is* but fails to prove the same. The imposition of such costs in such circumstances would ensure observance with the said enunciation of the Hon'ble Supreme Court.

24. Proceeding on hypothesis, even if it is assumed that respondents No.1 and 2 were under some sort of obligation to include the properties mentioned in paragraph 16(b) and (c) of the suit to be made a part of the family settlement agreements, at best, the appellant's case would be to divide such properties in three ways, but it would not, in my view, give the appellant a cause to undo the family settlement agreements totally. In any case, the appellant would have to prove that respondents No.1 and 2 had betrayed the appellant's trust by fraudulently siphoning off funds from the joint partnership business and purchasing properties in their own names or their spouses and offspring, and keeping the appellant in the dark about all this. Until all this is proved, sanctity is to be attached to the family settlement agreements admittedly executed by and between the appellant and respondents No.1 and 2. In holding so, I derive guidance from the law laid down in the following judgments:-

- i) In the case of Ms. Alia Khalid Vs. Nazeer Ahmed (2005 SCMR 1273), a private partition had taken place prior to the grant of proprietary rights of the land which had been so partitioned. After the conferment of the proprietary rights, the parties remained in possession of their respective shares. The plaintiff sought a declaration and possession on the basis of the private partition. The defendant

admitted the fact as the factum of the private partition but assailed on the ground that it had taken place prior to the conferment of the proprietary rights with respect to the land. When the parties became absolute owners after the conferment of the proprietary rights, they had continued to act upon the private partition. Therefore, it was held that the private partition had become valid, justified and ratified.

- ii) In the case of Allah Dad Vs. Dhuman Khan (2005 SCMR 564), it has *inter-alia* been held as follows:-

*“It is to be seen that the object behind the family settlement is always to settle existing or future dispute of the property amongst the members of family and to create goodwill and avoid future disputes between the successors-in-interest. The bona fide transaction of family settlement would be binding on the parties and if the settlement by conduct of parties, is capable of receiving constant recognition for a long time, the right to assert under the agreement must not be subsequently allowed to be impeached and Courts may not reject the family settlement on technical grounds.”*

- iii) In the case of Irshad alias Abdul Rahim Vs. Ashiq Hussain (PLD 2007 Karachi 421), the Hon'ble Mr. Justice Faisal Arab, held as follows:-

*“It is not unusual in our society that properties held in common at times are privately partitioned between the co-sharers without taking recourse to any legal forum, be it revenue or civil Court. The private arrangement or partition so arrived at between the co-sharers is honoured by them and acted upon for years together. Individual holding of a particular co-sharer is respected and recognized by the other co-sharers as his exclusive share in the joint properties. Such private arrangement or partition if acted upon by the co-owners has to be recognized as lawful partition. In such eventuality the co-sharers who have recognized the private arrangement or partition and have also acted thereon for years together cannot then turn around and question the same by seeking fresh partition before any revenue or other appropriate judicial forum on the ground that no formal partition from a Court of law has been obtained. The private arrangement and partition deserves the same sanctity which a lawful contract deserves and should not be interfered with in any legal proceedings unless the private arrangement or partition is otherwise*

*not legally permissible. Where a co-sharer of such private arrangement or partition of joint properties had disposed of his individual share to a third person, then such disposition is also to be given legal validity. Certainly any one or all of the other co-sharer may choose to exercise right of pre-emption if available in law but it does not mean that the co-sharers can question the right of a co-sharer to deal with his specifically assigned share in any manner he likes. Any disposition of a share in a joint property, which was assigned to a co-sharer under a private arrangement or partition cannot be questioned for want of formal decree of partition of a competent court of law.*

*Under a private arrangement or partition one may not rule out the possibility that it is so divided among the co-sharers which may not reflect one's true percentage of share which he owns in the joint properties. An apparent disproportionate distribution may have taken place keeping in view various other factors prevalent at the time of distribution. A co-sharer may have been given a smaller or bigger share in a particular property to be owned and enjoyed by him towards his share on account of its location or monetary value, built up area or quality of land in comparison to other joint properties. Once distribution is carried out and acted upon by the co-sharers then any subsequent variation in their value would not warrant de novo distribution of shares. A particular business given to one co-sharer as his share may grow by geometrical proportions or value of a particular immovable property may enhance manifold than the value of properties belonging to other co-sharers. In such like events, a co-sharer may be tempted to retract from the private arrangement or partition arrived at earlier and seek de novo partitioning before a Court of law. Such redistribution of joint properties cannot be allowed on the ground that earlier private distribution was not carried out by taking recourse to a Court of law or is disproportionate to the actual share of a co-sharer.*

*It may be mentioned that before a private arrangement or private partition is legally recognized it is to be seen whether there is sufficient evidence on record to give legal validity to such private arrangement or partition. A written private arrangement or partition poses no difficulty and is to be given effect straight away. However, where there is nothing in writing about private arrangement or partition but has been carried out and acted upon for years together by all the co-sharers and the individual holder of a particular share in the joint property exclusively enjoyed the property falling to his share to the exclusion of all other co-sharers with the right to dispose it of, then such arrangement and partition, if established by conduct of the parties, has also to be given legal validity.”*

The author of *the* said judgment rose to grace the Hon'ble Supreme Court of Pakistan, therefore, the said judgment is to be revered and respected.

- iv) In the case of Muhammad Munawar Bajwa Vs. Mst. Zubera Shaheen (2004 CLC 441), the Hon'ble Lahore High Court quoted with approval the following passage from "Principles and Digest of the Law of Evidence" authored by Justice Munir former Chief Justice of Pakistan:-

*"Family arrangements are arrangements between the members of a family for the preservation of its piece of property. The principles upon which such arrangements are enforced in England are stated in the case of Williams v. Williams. Such arrangements are constantly entered into in this country, and, where they have been acted upon and acquiesced, the Court will not look so much to the adequacy of the consideration as to the motives and conduct of the parties. In a settlement of a doubtful right truth may be on either side, but the essential effect of the settlement is that further trouble or investigation is put to an end and a settlement is concluded to restore harmony. The consideration for such a settlement is the mutual promise made, or forbearance shown, by one party to the other. In the absence of fraud or undue influence, it is not, therefore, open to either party to resile from it afterwards and the settlement is binding not only on the parties but on their sons and descendants. A family settlement is binding, even though a limited owner is a party to it. Where parties settle a family dispute amicably, take a share of the property, enter into possession, and subsequently sell or mortgage the items allotted to them, they are estopped from questioning the settlement".*

25. The mere fact that respondent No.2, after taking a position consistent with the one taken by respondent No.1 in their written statement, has switched sides and has partnered up with the appellant, cannot operate to respondent No.1's disadvantage. It would be for the Trial Court to determine whether to attach any weight to respondent No.2's testimony which is inconsistent with his pleadings in the written statement.

26. For the present purposes, I am of the view that the learned Civil Court did not exercise its discretion in an unlawful and arbitrary manner while dismissing the appellant's application for interim injunction. It goes without saying that the principle of *lis*

*pendens* would apply to the *pendente lite* sale of the properties which are the subject matter of the suit. Since the contesting parties in the suit belong to one family, and since the suit has been pending since the past five years, it is expected that the learned Civil Court would decide the suit expeditiously and preferably within a period of six months. For the reasons mentioned above, the instant appeal is dismissed with no order as to costs. Nothing observed herein shall influence the learned Civil Court while deciding the appellant's civil suit.

(MIANGUL HASSAN AURANGZEB)  
JUDGE

ANNOUNCED IN AN OPEN COURT ON \_\_\_\_/2018.

(JUDGE)

**APPROVED FOR REPORTING**

*Qamar Khan\**

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