

ORDER SHEET

IN THE ISLAMABAD HIGH COURT, ISLAMABAD
(JUDICIAL DEPARTMENT)

W.P. No. 1775 of 2020

Syed Rahat Ashfaq

Vs

Chairman NCA, etc.

S. No. of order/ proceedings	Date of order/ proceedings	Order with signature of Judge and that of parties or counsel where necessary.
02)	<u>21-9-2020.</u>	Petitioner, in person. Mr Usman Jillani Advocate, for the respondents.

Through this petition, the petitioner has assailed order, dated 11-06-2020, whereby his appeal was dismissed.

2. The facts, in brief, are that the petitioner namely, Syed Rahat Ashfaq, was employed on contract basis in the Air Weapons Complex, Wah Cantt. [hereinafter referred to as the **"Complex"**]. The employment was against project "Budget" as General Manager (SPS-10) w.e.f. 30.06.2005. He served in that capacity for almost 16 years. Prior to joining the Complex on contract basis he had retired from Pakistan Air Force on 05.07.1999.

3. With the assistance of the petitioner the impugned order has been carefully perused. He was asked whether he had entered into the 'Long Term Contract' at his own free will. He stated that

it was after executing the contract that the policy for employment of ex-armed forces' officers on permanent basis came to his knowledge.

4. Perusal of the impugned order shows that the case of the petitioner is based on letter, dated 14.04.2005. The petitioner claims that he had executed the 'Long Term Contract' on the basis of said letter provided to him by the department. He has argued that the letter was forged and not genuine. He was asked whether the department had any ill will or malice against him. He answered in the negative. From a plain reading of the impugned order, it appears that the petitioner claims that the letter was forged while this assertion was denied by the department. This raises a disputed question of fact, which obviously cannot be resolved while exercising jurisdiction under Article 199 of the Constitution of the Islamic Republic of Pakistan, 1973 [hereinafter referred to as the "**Constitution**"]. The petitioner had admittedly executed the 'Long Term Contract' out of his own free will. The terms and conditions offered to him were voluntarily accepted. The petitioner, therefore, could not have later taken the stance that had been forced to execute the service contract on the basis of some forged letter. The well reasoned order

passed by the appellate authority has not been found to suffer from any legal infirmity requiring interference by this Court while exercising jurisdiction under Article 199 of the Constitution. The petitioner was an adult and, therefore, he was aware regarding the consequences of the terms and conditions accepted by him.

5. For the above reasons, this petition is without merit and accordingly **dismissed**.
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(CHIEF) JUSTICE)

Tanveer Ahmed/*