

JUDGMENT SHEET
IN THE ISLAMABAD HIGH COURT,
ISLAMABAD

Civil Revision No. 76/2017

Zohaib Ahmed Siddiqui

Versus

M/S Nayatel (Pvt.) Ltd.

Date of Hearing : 13.08.2020.
Petitioner by : Mr. Shahzad Ahmad, Advocate.
Respondent by : Mr. Babar Mumtaz, Advocate.

FIAZ AHMAD ANJUM JANDRAN, J.- Through the instant Civil Revision Petition, petitioner assails Judgments and Decrees dated 01.07.2015 and 03.02.2016, passed by learned Civil Judge 1st Class, Islamabad (West) and learned Additional District Judge, Islamabad (West) respectively, whereby suit for recovery filed by the respondent/plaintiff was decreed to the extent of Rs.2,37,951/- and Rs.32,000/- legal expenses while appeal filed by the petitioner/defendant was dismissed.

2. Precisely, relevant facts for the disposal of instant civil revision petition are that the respondent/plaintiff filed a suit for recovery of Rs.2,83,010/- against the petitioner/defendant contending that the respondent is a Private Limited Company and is engaged in the business of telecommunication and broadband internet; that the petitioner is an ex-employee of the respondent-company and was hired as a Network Support Engineer through the Employment Agreement dated 21.11.2011; that petitioner also signed irrevocable bond dated 21.11.2011 through which he agreed to serve the respondent's company for at least one year from the date of signing the bond; that later on, the petitioner executed fresh bond dated 20.02.2012 through which he

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agreed to serve the respondent for eighteen months (till 19.08.2013); that he was provided technical and skill training by the respondent- company; that as per clause No.7.5 of the agreement, in case petitioner leaves the employment of respondent-company during the period when the bond is effective, he will be liable to pay damages equivalent to nine months' gross salary but he left the job on 07.01.2013, hence the suit.

5. The only contention of the learned counsel for the petitioner is that the suit of the respondent-company was not maintainable on the basis of alleged agreements, which were against the law.

6. The learned counsel for the respondent has contended that suit is maintainable; that the judgment and decree of the learned Trial Court is well reasoned and qualified; that the learned Appellate Court also dismissed the appeal. The learned counsel for the respondent has relied upon case laws reported as 1991 SCMR 1436, 1975 SCMR 157, 2004 MLD 918, PLD 2006 Peshawar 156, PLD 2007 Peshawar 103 and PLD 1983 Peshawar 143.

7. Heard the learned counsel for the parties and perused the record with their able assistance.

8. Record reveals that the evidence produced by the parties, oral as well as documentary, was well appreciated by the two learned Courts. The only argument of the learned Counsel that the suit was not maintainable, but how and under which provision of law, the same was not maintainable, that too has been answered by the Courts below.

9. The mandate of revisional jurisdiction does not allow this Court to re-appreciate the evidence. The documents, Ex.P-2 to Ex.P-4 Employment agreements/bond, have been interpreted by the two learned Courts in one way. This Court is of the opinion

that the same cannot be interpreted in a different way to that already interpreted by the learned Lower Courts.

10. The question/submission that interpretation of the two courts below is against the law and facts and that the matter can be interpreted in favour of the petitioner, has no legal force because the Hon'ble Apex Court in recent judgment reported as **"Shahbaz Gul and others V. Muhammad Younas Khan and others (2020 SCMR 867)"** held that:-

"Furthermore, where two different interpretations were possible of the evidence brought on record, as is the matter in the instant case, then appraisal of facts of lower courts should not have been overturned by the learned High Court in its revisional jurisdiction under Section 115, C.P.C. between two possible interpretations, the one adopted by the learned Trial and Appellate Court should have been maintained, keeping in mind the limited scope of revisional jurisdiction."

11. In view of above, no interference can be made in the concurrent findings of the facts and law arrived at by the two learned Court. Consequently, the instant civil revision fails and is accordingly **dismissed**.

(FIAZ AHMAD ANJUM JANDRAN)
JUDGE

A.R.Ansari