

IN THE HIGH COURT OF SINDH AT KARACHI

Suit No.754 of 2005

[Mrs. Rukhsana Yahya versus Federation of Pakistan]

Date of hearings : 30.01.2018
Date of Decision : 06.02.2018.
Plaintiff : Mrs. Rukhsana Yahya, through Mr. S. M. Yahya, Advocate.
Defendant : Federation of Pakistan, through Mr. Muhammad Masood Hussain, Assistant Attorney General.

Case law relied upon by Plaintiff's counsel

1. PLJ 2012 SC page-104
[*Abdul Majeed Khan v. Tawseen Abdul Haleem and others*]
(Abdul Majeed Khan's case)
2. P L D 1994 Lahore page-360
[*Federation of Pakistan through Secretary, Ministry of Housing and Works, Islamabad v. Mst. Ismat Qayyum Malik*]
3. 2005 S C M R page-1950
[*Azizullah v. Jawaid A. Bajwa and others*](Azizullah's case)
4. 2009 S C M R page-109
[*Gohar Ali and another v. Messrs Hoechst Pakistan Limited*]
5. P L D 1957 (W. P.) Lahore page-283
[*Muhammad Sharif v. Nawab Din and another*]
6. AIR 1962 Rajasthan page-127
[*Onkarmal and another v. Banwarilal and others*]

Case law relied upon by Defendant's counsel

- Law under discussion:**
1. Law of Torts.
 2. Evidence Law (Qanun-e-Shahadat Order, 1984.)
 3. Civil Procedure Code, 1908 (“CPC”)
 4. Civil Establishment Code (Estacode)
 5. The Civil Service Regulations (“C.S.R”)

J U D G M E N T

Muhammad Faisal Kamal Alam, J: This action at law has been instituted by Plaintiff for recovery of her service dues and damages.

Plaint contains the following prayer clause(s)_

- “a. Salary & allowances for the months of May, June and July 01 to 11, 2004 amounting to Rs.213,887/-;*
- b. Payment in lieu of car, petrol, driver, and maintenance not provided in accordance with contract of appointment w.e.f August 27, 2002 to July 31, 2003, amounting to Rs.623,040/-;*
- c. Gratuity equal to the salary of two months amounting to Rs.180,750/- for her service of 1 year and 320 days;*
- d. Repair and expenses of personal computer and printer used for PMU work amounting to Rs.5,590/-;*
- e. Expenses claimed vide letter dated July 05, 2004 amounting to Rs.15,700/-;*
- f. TCS, fax, photocopying etc. expenses incurred in July 2004 amounting to Rs.1,417/-;*
- g. Medical bills for the period August 27, 2002 to July 11, 2004 amounting to Rs.6,833/-;*
- h. Salary for twenty one (21) days earned leave not allowed to be availed amounting to Rs.63,263/-*
- i. Reimbursement of petrol expenses amounting to Rs.21,750/-;*
- j. Telephone expenses incurred by the Plaintiff amounting to Rs.60,529/-;*
- k. Damages at Rs.3 million;*
- l. Cost of Plaintiff's funds employed in PMU's work and on the salary & allowances and dues @ 15 percent per annum till the date of final realization;*
- m. Any other relief which this Honourable Court deems fit in the circumstance of the case.”*

2. Notice of the suit was sent to the Defendant, which contested the claim of the Plaintiff by filing their Written Statement.

3. On 04.02.2008, following Issues were framed by this Court_

1. Whether the plaintiff is entitled to the amounts as claimed in this suit?

2. Whether the plaintiff did not receive all admissible expenses as per Government Rules as decided in the meeting held on 27.10.2004?

3. What should the decree be?

4. Whereas, on 18.09.2012, Issue No.2 was re-casted in the following phrase_

Whether the plaintiff has received her full and final settlement of dues in accordance with letter of appointment dated 26.08.2002?

5. Looking at the controversy and considering the pleadings of the parties and evidence led, it would be appropriate that a further Issue with regard to damages should also be framed, therefore, following are the Issues, which need to be decided in this proceeding _

1. Whether the plaintiff is entitled to the amounts as claimed in this suit?

2. Whether the plaintiff has received her full and final settlement of dues in accordance with letter of appointment dated 26.08.2002?

3. Whether the Plaintiff is entitled for any damages?

4. What should the decree be?

6. Evidence was led by both the parties.

7. The undisputed facts are that Plaintiff was appointed as Project Director by the letter of Appointment dated 26.08.2002 (bearing No.F.1

(26) Admn.I/2001), issued by the Finance Division, Government of Pakistan-the Defendant. It has been produced in the evidence by both the parties and has been **exhibited as P/1**. This employment letter contains the terms and conditions of the Plaintiff's service, and her position as Projector Director was in MP-II.

Subsequently, Notification dated 17.09.2002 was also issued by Defendant, which has been exhibited as **P/2**, *inter alia*, confirming that Plaintiff has been appointed in the Finance Division of Defendant as Project Director in MP-II, on contract basis for a period of two years.

The Defendant established a Project Monitoring Unit ("PMU") in the Finance Division under the title 'Capacity Enhancement in Energy Sector'. This PMU was created to deal with and implement the Technical Assistance Loan in the Energy Sector, which was funded by the Asian Development Bank.

The service of the Plaintiff was terminated vide a correspondence dated 12.06.2004, **Exhibit D/28** (page-195 of the Evidence File 'A'). Reason mentioned in the said termination letter was the closure of Asian Development Bank Technical Assistance Loan, which was given for privatisation of Karachi Electric Supply Corporation; consequently, the PMU stood wound up and services of the Plaintiff stood terminated with immediate effect. Relevant part of the letter says, "Accordingly, Services of Mrs. Rukhsana Yahya, PD, PMU, Karachi would no longer be required w.e.f. 12.07.2004 and she would stand relieved from the Project on 12th July, 2004. The period from 12th June to 11th July 2004 may please be treated as one month's notice as provided in offer letter No.F.1(26)Admn.I/2001, dated 26.8.2002 issued to her".

During pendency of proceeding, a concise Statement dated 28.08.2012 was filed by the Plaintiff containing a table showing the amounts under different heads paid by the Defendant to Plaintiff and the

unpaid amounts. This Concise Statement to the extent of amounts already received by the Plaintiff is not disputed by the Defendant, according to which, the total claim of Rs.213,887/- towards salary and allowances have been partly paid by the Defendant by paying Rs.169,734/- and only balance of Rs.44,153/- is payable. Similarly, gratuity claim of Rs.180,750/- has also been partly settled and remaining amount under this head is now Rs.123,250/-. Some other miscellaneous amounts have also been paid. The total claim of the Plaintiff now stands at Rs.990,079/- (Rupees Nine Lacs Ninety Thousand Seventy Nine only). It is also necessary to clarify that primarily the claim of Plaintiff can be divided into three categories; in category (A) falls service dues, which are mentioned in the above employment letter. Claims under category (B), are those, which the Plaintiff (purportedly) incurred from her own sources, for instance, personal computer, printer and other miscellaneous expenses. Category (C) is the claim seeking damages of Rupees Three Million. Hence total claim comes to Rs.3.9 Million (approximately).

8. The Issue-wise finding is mentioned herein under:

Issue No.1	_____	As under.
Issue No.2	_____	As under.
Issue No.3	_____	As under.
Issue No.4	_____	Suit Decreed with costs.

Discussion / Reasons for the Issues;

ISSUES NO. 1 AND 2:

9. Both Issues are interdependent and thus be decided together. The grievance with regard to category (A) and (B) of the claim is quite

specifically mentioned in the prayer clause(s), reproduced herein above. No doubt that onus is on Plaintiff to prove that she was not paid her pre and post termination service dues, but this burden has been discharged when Plaintiff has specifically stated on oath about non-payment of her salary and allowances for the months of May, June and partly July of 2004 amounting to Rs.213,887/-, which were subsequently partly paid / settled, as reflected in the aforereferred Concise Statement, leaving a balance of Rs.44,153/-. Defendant is a Division of the Federal Government, as envisaged in the Rules of Business, 1973; and such type of payment(s) have to be documented in terms of relevant financial rules and regulations of Federal Government. Defendant despite availing ample opportunity to lead the evidence, neither could impeach the credit of Plaintiff during her cross-examination nor the official witness of the Defendant was able to produce documentary evidence to rebut or to disprove the testimony of the Plaintiff about non-payment of her salaries and allowance. Admittedly, no cheque, bill or document was produced by the Defendant's said witness, namely, Nadeem Arshad, with his Affidavit-in-Evidence and / or examination-in-chief to prove that entire service dues have been paid. With the Written Statement, the Defendant has filed their side of working in response to the prayer clause(s) of the plaint and this working is the Annexure 'B' with the Written Statement (at page-365 of the Court file). Upon scrutiny of this working, it appears that the calculation of both Plaintiff and Defendant under this head of salaries and allowances for the months of May, June, and partly July of year 2004, is almost the same. Reason for paying a lesser amount of Rs.169,734/- instead of the actual claimed amount of Rs.213,887/- is that an amount of Rs.9926/- was deducted towards income tax and Rs.33,150/- towards the alleged overpayment of residential telephone and, therefore, there is a shortfall of Rs.44,153/-.

The Plaintiff could not be disproved in her cross-examination about the fact that she utilized her own resources including telephone and personal computer for a considerable period, as she was not provided proper infrastructure and telephone facility for carrying out her official task. Therefore, this deduction of Rs.33,150/- as alleged overpayment, was wrongly withheld by the Defendant and consequently, out of her present claim of unpaid salary of Rs. 44,153/-, she is entitled to receive the above amount of **Rs.33,150/-** (Rupees Thirty Three Thousand One Hundred and Fifty only).

10. Defendant's witness admitted in his cross-examination that medical bills submitted by the Plaintiff were never reimbursed to her. This testimony contradicts the earlier stance of the Defendant, which they have taken in their Written Statement that reason for non-reimbursement of the medical expenses to the Plaintiff as per her entitlement was that these medical bills were not authenticated by the authorized medical authority and same were returned to the Plaintiff for verification. The other undisputed position in this regard is that under the employment contract (Exhibit P/1) under the heading 'Facilities', it is clearly mentioned at serial No.5 that medical and hospitalization charges for self, spouse and children are re-imbursable, therefore, after analysing the evidence and the undisputed record, it is not difficult to decide that medical bills are recoverable by the Plaintiff from the Defendant; latter is directed to pay **Rs.6,833/-** (Rupees Six Thousand Eight Hundred Thirty Three only) towards medical bills.

11. It is necessary at this juncture to discuss that the main defence raised by the Defendant to controvert the claim of Plaintiff, is the Minutes of Meeting dated 27.01.2004. Defendant's witness has produced these Minutes of Meeting under a covering letter of 18.02.2004

addressed to Plaintiff in his evidence as **Exhibit D/3**. Conversely, the Plaintiff's stance is that though she attended the meeting dated 27.01.2004, but the minutes were not correctly recorded. A suggestion was not denied by the Defendant's witness that the said Minutes of Meeting were objected to by the Plaintiff. The Defendant's witness did not deny that the Plaintiff did not admit the Minutes of Meeting issued vide letter dated 14.05.2004 (Exhibit D/20), wherein, she requested the Secretary Finance to appoint any two senior officials as Arbitrators for finally settling her outstanding dues. The conclusion is that the said Minutes of Meeting of 27.01.2004 could not be accepted as an undisputed document for deciding the present controversy and hardly carries any evidential value if compared to other documents and record produced in the evidence, authenticity whereof has not been questioned.

12. Adverting to the claim of gratuity. The Plaintiff's original claim under this head is Rs.180,750/- but she was paid Rs.57,500/- by the Defendant, by including the yearly increment in pay. Admittedly, under the employment contract, the Plaintiff is entitled to gratuity and that is why the same was partly paid. However, the only dispute remains is the period for which gratuity is / was payable. Defendant's viewpoint is that since the plaintiff did not complete her two years' service as Project Director, therefore, she was only paid gratuity for one year, that is, Rs.57,500/- (Rupees Fifty Seven Thousand Five Hundred only).

13. Learned counsel for the Plaintiff has relied upon the relevant provisions of Estacode-Chapter 17, relating to pension and gratuity. At Serial No.9, by invoking the Civil Service Regulation 423, the Finance Division (present Defendant) has itself given a decision that deficiency in the qualifying length of service for pension or gratuity can be condoned in terms of Clauses 1 and 2 of Regulation 423 of the Civil

Service Regulations (“CSR”). Under this regulation, deficiency of a period not exceeding six months in the qualifying service of an officer is condonable automatically. It is not disputed that Plaintiff’s service as Project Director was for almost 23 months and, therefore, her qualifying length of service for getting the second gratuity is condonable as only one and half month was short to make her entitled for the second gratuity. This factual and legal position has not been successfully refuted by the learned Assistant Attorney General. Therefore, Plaintiff is also entitled to second gratuity but for the same amount, as earlier calculation was not disputed at that relevant time, by the Plaintiff; hence, the claim of gratuity of Plaintiff is allowed only to the extent of **Rs.57,500/-** (Rupees Fifty Seven Thousand Five Hundred only), which the Defendant is liable to pay to the Plaintiff.

14. Adverting to the claim under leave encashment of Rs.63,263/-. The Defendant has denied this claim to be admissible under the employment contract. Subject Employment contract contains the entitlement of leave, which is mentioned as Earned Leave on full pay at the rate of three days per month for the period of duty. It is further mentioned that the leave can only be availed during the contract period and was lapsable upon the end of the employment contract. Plaintiff’s length of service was 23 months and total earned leaves available in her account were sixty nine (69). By the correspondence of 05.06.2004, exhibited as D/27, Plaintiff was granted 45 days earned leave by the Defendant, leaving a balance of 24 days. Since plaintiff has not been able to cite any service rule nor it is mentioned in the employment contract itself that the balance earned leaves are encashable, therefore, this claim of encashment of earned leave is not admissible.

15. The second set of claim in the above categories is the expenses incurred by the Plaintiff (as claimed) towards transportation, petrol, driver and maintenance of vehicle from August 2002 to July 31, 2003, amounting to Rs.623,040. Mr. S. M. Yahya, counsel for the Plaintiff, has referred to various paragraphs of Affidavit-in-Evidence, particularly paragraphs-7, 8 and 30, while referring to the aforementioned Exhibit P/1 (employment contract) in support of his arguments and to evidence the fact that Plaintiff was entitled to one Chauffeur driven officially maintained car of 1300 CC, for the official and private use. Undisputedly, this has been mentioned under the heading 'Facilities' of the above employment contract. The petrol limit is also mentioned as 270 litre per month and various other documents, which have been exhibited as D/15-letter of 16.03.2004 addressed by the Plaintiff to the then Additional Secretary Finance Division of the Defendant, Exhibit D-14-correspondence dated 21.06.2003, wherein, *inter alia*, the grievance was agitated that Plaintiff incurred personal expenditure to perform her official task / duties as she has neither been provided proper infrastructure nor transport / official vehicle together with driver. In her cross-examination, the Plaintiff has categorically denied that she was paid the pending bills. She has categorically denied and could not be disproved when questioned that she was paid all the admissible dues. She has reiterated her denial to the suggestion that on 31.08.2004, before closure of above PMU, she was paid her all service and terminal dues including the salaries and expenses. As mentioned hereinabove, since all these payments have to be made from the public exchequer, therefore, the burden to prove that all these expenses were paid to the Plaintiff, again shifted on to the Defendant; whose witness could have easily discharged the onus by producing the relevant record

of payment of these expenses and particularly the evidence that as per her (Plaintiff) entitlement, she was provided a chauffeur driven car. In paragraph-3 of the Written Statement, the Defendant has averred that till the delivery of official vehicle, the Plaintiff was paid conveyance charges from August, 2002 to 31.07.2003, but in their (Defendant) Affidavit-in-Evidence, it has been stated that petrol expenses amounting to Rs.95,364/- for the period from August, 2002 to July, 2003 and salary of driver from September, 2002 to December, 2003 as well as bills relating to the repair and maintenance are not admissible as no government vehicle was provided to the Project Director. The Defendant's witness has laid much emphasis on the aforesaid Minutes of Meeting dated 27.01.2004 (**Exhibit D/3**), for settlement of claim of Plaintiff, but the said document as observed earlier, is a disputed one and is hardly of any significance.

16. The Defendant's witness has also produced a letter of 05.03.2012- Exhibit D/5 (at page-49 of the Evidence File 'B') to show that the amount claimed by the Plaintiff under this head is an unlawful demand. This Exhibit D/5, is admittedly a correspondence addressed by the Defendant to Plaintiff, in which she was offered the reimbursement of Rs.131,821/- towards petrol and salary of the driver for the above period from August, 2002 to July, 2003 with the condition that the instant *lis* should be withdrawn. From this document as well as from employment contract, one thing is proved; that the Plaintiff was not provided the official car as mentioned in her employment contract from the period August, 2002 to July, 2003, and that is why, for this period, the Defendant has been offered reimbursement of the above amount. But, the Defendant's side could not justify the breakup of above amount of Rs.131,821/-, which was offered to Plaintiff towards settlement of the

dues; whereas, the specific questions were not put to the plaintiff in her cross-examination about her consistent assertion and testimony regarding non-payment of expenses incurred while using her (Plaintiff's) personal car / vehicle, petrol, driver and towards maintenance, for the above period. On the contrary, the employment contract and even the above document-Exhibit D/5 of the Defendant, shows that the Plaintiff was legally entitled for the reimbursement under this head. The stance of Defendant that Plaintiff was not entitled for reimbursement of the above amounts because she was not provided the official car as mentioned in the employment contract, is meritless. The Defendant's side has acknowledged the receipt of Exhibit D/12 and the report appended therewith, in which, *inter alia, it is categorically mentioned that PMU cannot be run without a landline phone facility and cellular phone facility for Project Director.* Similarly, The Defendant has also acknowledged the receipt of Exhibit D/14 and D/15, wherein categorically, the issues of payments / reimbursement of expenditure incurred for the eleven months from the period August, 2002 up to July 30, 2003, have been highlighted and mentioned. Admittedly, as per the employment contract, the Plaintiff was not provided Chauffeur driven official car and she was utilizing her own vehicle and paid for fuel and maintenance. In addition to this, another document appended with the Written Statement as annexure '4/A' has been considered here because the same is not disputed one. This document contains the list of items / inventory, which was available in the office premises of PMU and is signed by the then Assistant Project Director of PMU, Finance Division. In the inventory, contained in this document, a 1000 CC Charade car is mentioned but in an unserviceable condition.

On the above, though the Plaintiff was cross-examined but she remained consistent in her deposition. On the other hand, the

Defendant's witness did not deny the suggestion that the Plaintiff was entitled for the official car and a driver along with 270 litre for petrol per month right from the start of her employment. Therefore, this claim of **Rs.623,040/-** (Rupees Six Lacs Twenty Three Thousand Forty only) for the expenses incurred towards car, petrol, driver and maintenance from the period August, 2002 to July, 2003, has also been proved by the Plaintiff to which she is entitled to and Defendant is liable to reimburse / pay the said amount to her.

17. Since in the foregoing paragraphs, the deducted amount of Rs.33,150/-, which was earlier paid to the Plaintiff towards reimbursement of telephone bills has now been awarded to her, therefore, the claim of telephone expenses of Rs.60,529/- is not maintainable. Similarly, petrol expenses have already been mentioned in the above head at serial No.2, under which the claim of Rs.623,040/- of Plaintiff has been allowed, therefore, the reimbursement of petrol expenses of Rs.21,750/- is also discarded.

18. With regard to the claim under the head of 'PC and Printer', same falls within the category 'B'. From the evidence and record, it can be easily deduced that Plaintiff had actually incurred the above expenses towards personal computer and printer and this petty amount of **Rs.5,590/-** is admissible and she is entitled to receive the same. Admittedly, miscellaneous expenses though partly has been paid by the Defendant and for the remaining amount of Rs.9,521/-, the Plaintiff has not brought on record tangible evidence, including receipts; therefore, this claim is also held to be settled by the Defendant. Thus, the Plaintiff is entitled to be paid by the Defendant a sum of **Rs.628,630/-** (Rupees Six Lacs Twenty Eight Thousand Six Hundred Thirty only).

19. Therefore, Issues No.1 and 2 are answered accordingly in the above terms that Plaintiff did not receive her full and final settlement of dues, which she is entitled to receive and the Defendant is liable to pay.

ISSUE NO.3:

20. Now adverting to the Issue No.3.

21. Learned Assistant Attorney General, Mr. Muhammad Masood Hussain, has argued that the Plaintiff has not specifically averred about awarding the damages or compensation. He further argued that from the record, it is apparent that Plaintiff spent more time in addressing the letter and complaints to the Defendant, rather focusing on performance of her work. The arguments are obviously controverted by the learned counsel for the Plaintiff by contending that it is a matter of record that Plaintiff though was appointed for a significant strategic assignment, but Defendant and its officials never bothered to provide the Plaintiff with requisite infrastructure and even staff.

22. Perusal of pleadings of Plaintiff shows that in various paragraphs, she has complained about the mala fide acts of the Defendant and sometimes their threatening conduct. She has also pleaded in paragraph-27 of the plaint about the malice on the part of Defendant and inadequate compensation in lieu thereof, whereas in paragraph-29, she has stated that financial harm has been caused to the Plaintiff. Prayer clause-(k) is in clear terms seeking damages of Rs.3 Million, thus the arguments of Defendant's counsel to this effect that the plea of damages and compensation was never taken by the Plaintiff has no force. What is to be seen and decided is the quantum of damages.

23. In the first cited case of Abdul Majeed Khan (*supra*), the Honourable Apex Court has discussed in detail the various aspects about

the relief of damages that can be extended to a claimant / Plaintiff, who was a government servant. In Azizullah's case (*supra*), the Honourable Apex Court enhanced the quantum of damages from Rupees Three Hundred Thousand to One Million against official Respondent, considering the factors of mental anguish, financial loss and humiliation suffered by the Petitioner (in that reported case).

24. It is an undisputed fact that the present Plaintiff after fulfilling prerequisites was appointed as project Director of the aforementioned PMU, which related to the Energy Sector Restructuring Programme of this Country at the relevant time. Her various missives placed on record in the evidence, including exhibit D/7 dated 25.02.2002, was written after four months from the date of joining as Project Director and Exhibit D/12 of 24.05.2003 together with the Summary, wherein, recommendations were given for capacity enhancement in the Energy Sector, persuade to conclude that the Plaintiff's performance at PMU was satisfactory. This fact is further fortified when admittedly, Plaintiff had earlier tendered her resignation vide **Exhibit D-12**, but continued up to 11.07.2004, which means that her resignation was not accepted and her performance was not questioned by the senior officials of the Defendant, rather it deemed indispensable. It is also surprising to note that the Assistant Project Director of the PMU was Plaintiff's subordinate, but by an office order dated 20.05.2004, 'relieved' the Plaintiff from her assignment / official duty. Similarly vide Exhibit D/22 (dated 26.05.2004), the Plaintiff has complained to the then Secretary Finance about the harassment caused to her by her subordinate. It has also come on record and is proved from the documents of Defendant that the staff and other infrastructure allocated for running this important project, was never provided to the Plaintiff. The document, which is

annexed 4-A with the Written Statement, since is a document of Defendant and an undisputed one, therefore, is considered here to give a finding on this Issue. As per this document a vehicle of 1000 CC charade Car, Model 1986, which was admittedly not in serviceable condition, in addition to few chairs, two typewriters, four filing cabinets, two Steel Almirahs, ten side racks, one Cash Box and four office tables, were handed over to the Plaintiff, for running / operating the PMU. This is a classic example of lethargic bureaucratic culture prevalent in our Country. This further lends support to the case of the Plaintiff that she had to utilize her own resources for accomplishing various tasks. The aforementioned documents and particularly Exhibit D/7, relating to the harassment caused to the Plaintiff by her subordinate was never put to the test of cross-examination, means, never disputed by the Defendant.

25. Another view of this case is that non-payment of admissible dues and by not adhering to the terms of employment contract, the Defendant and its concerned officials are also guilty of breach of contractual obligation vis-à-vis the terms and conditions of the employment of the Plaintiff. Following the dicta of judicial pronouncements relied upon by the Plaintiff, in particular the cases of Abdul Majeed Khan and Azizullah (*supra*), Plaintiff in the present case is entitled for the damages.

26. In the present *lis*, for more than a decade, the Plaintiff has been deprived of her service dues and when she was in service, latter was not allowed to work in a congenial and professional environment, which has not only caused her immense mental anguish, but humiliation and financial harm, but it has also adversely affected a Project of national importance. It is appalling that even computers, printers and other modern office equipments were not provided to Plaintiff for successfully carrying out the job. It is yet another example of an extreme selfish and

cavalier behaviour demonstrated by the officials of the Defendant towards this important Project. On petty things, the valuable time was wasted by officials of the Defendant. It is not out of place to mention that the officials involved with the Project were least concerned about its success, or, there were some other vested interests, with the object to sabotage the Project. Those, at the helm of the affairs should have conducted an enquiry that how funds and particularly foreign loan was utilized in this project. It is about time that instead of wasting time and energy in petty issues and taking undue advantage of complex regulations, procedure should be simplified and more time should be devoted towards accomplishing targets rather than manoeuvring. In these circumstances, I award a sum of Rs.1.5 Million (Rs.15,00,000/-) towards Damages to the Plaintiff.

ISSUE NO.4:

27. Consequently, the Defendant is liable to pay an amount of Rs.726,113/- (Rupees Seven Lacs Twenty Six Thousand One Hundred Thirteen only) towards service dues of the Plaintiff together with Rs.1.5 Million (Rupees Fifteen Hundred Thousand only) as damages. Plaintiff is also entitled to the costs of this proceeding.

JUDGE

Karachi dated: 06.02.2018.

Riaz / P.S.*