IN THE HIGH COURT OF SINDH AT KARACHI

Before: Mr. Syed Hassan Azhar Rizvi, J
Mr. Zulfiqar Ahmad Khan, J

C.P No.D-306 of 2011

[Pakistan Defence Officers Housing Authority v. Province of Sindh through Secretary Land Utilization Department]

C.P No.D-3606 of 2010

[Khayaban-e-Saadi Rizwan Abbasi Residents Trust and others v. Pakistan Defence Officers Housing Authority]

Petitioner in C.P No.D-306/2011	:	Through Mr. Khalid Javed Khan, Advocate
Petitioners in C.P No.D-3606/2010	:	Through Mr. Muhammad Ishaq Ali, Advocate
Respondent/Govt. of Sindh in C.P No.D-306/2011	:	Through Mr. Jawad Dero, Additional Advocate General alongwith Mr. Jaam Habibullah, State Counsel
Date of Hearing	:	10.09.2018
Date of Announcement	:	31.10.2018

JUDGMENT

Zulfiqar Ahmad Khan, J:- These two constitutional petitions were heard and reserved for orders together, hence being disposed of by this common order. However, for the purpose of discussion of the facts of the case, the facts in CP No. D-306/2011 would be taken up as the leading case. In brief, the Petitioner Defence Officers Housing Authority (DHA) came into existence through the Presidential Order No.7 of 1980. Clause 17 of the said Order dissolved Pakistan Defence Officers Co-operative Housing Society Limited, Karachi however the newly founded entity DHA took over all of assets, leases and grants etc. of the said Society, to whom through letter dated 14.9.1977 Land Utilization Department of the Government of

Sindh ("LDU") agreed to grant 640.55 acres of land from Naclass No.24 of deh Dih, Taluka Karachi on 99 years lease for residential and commercial purposes at the rate of Rs.10 per square yard on leasable area being 60% of the said 640.55 acres ("the First land"). In respect of the said land, the Petitioner was directed to pay through notice dated 27.11.1977 a sum of Rupees One Million as initial payment. Per counsel, the Petitioner made this payment of Rupees One Million, where after on 6.12.1979 the Respondent entered into a Lease Agreement with the Petitioner. As per clause 1 of the said Agreement, upon payment of Rs.10 per sq. yd. in respect of leasable area in the manner stated in the agreement, the lessor demised unto the Petitioner all that plot of land. Clause 2 of the said Agreement provided that the balance of lease money would be payable by the Petitioner as and when the same is received by it from the allottees in the manner provided by the Agreement, in addition to a compensation payable by the Petitioner to Karachi Development Authority ("KDA") for the acquired portion of land mentioned in para 2 of the letter dated 14.09.1977. Per clause 8, Petitioner was not to issue any allotment without first realizing the lease money, which was to be credited in an account to be opened for this specific purpose by the Commissioner of Karachi. Per counsel, the Petitioner planned Phase IX of its renowned DHA Schemes of Karachi at this piece of land. From Annexure K-5, it appears that the Petitioner formulated a utilization plan earmarking 2,525 residential and 1,666 commercial plots in the said land. In pursuance of the terms of the lease, per counsel, 50% of plots were claimed to have been allotted by the Petitioner through a ballot held on 20.9.1977 to Defence Officers, and the remaining 50% plots were placed under the

Provincial Government vide letter dated 9.5.1978, as required by Clause – 7 of the Lease Agreement.

2. As per Annexure K-5, in 1985 the Respondent ordered construction of Malir River Flood Protection Scheme, which rendered the entire area of Phase IX un-usable as a housing scheme as planned by the Petitioner, and through a letter dated 27.03.1985 the Petitioner requested the Respondent to '*allot an alternate area of land equivalent size to accommodate/compensate the allottees and transferees of the plot of Phase IX*'. Communication did take place between the parties on the subject of allotment of an alternate area of land to accommodate and compensate the allottees and transferees of the plot of Phase IX which included letter dated 22.2.1986 that provided for the Assistant Commissioner and the Petitioner to conduct a joint survey in order to find any alternate land. Letter dated 04.03.1986 and the final (as per Annexure K-8) letter dated 25.08.1990 are also of relevance.

3. From the review of the next available document K-9 it transpires that LDU chose to lease an area of land measuring 282-00 acres in deh Dih and deh Drigh Road, Karachi in favour of the Petitioner on terms and conditions laid down in the Policy dated 22.06.1971 ("the Second land") subject to the following essential terms and conditions:

i) Price of land shall be charged at the rate of Rs.20 per square yard totaling Rs.27,297,600/-;

ii) 50% of the total plots (both commercial and residential) after completion of development work by DHA shall be handed over to the Provincial Government for allotment to government officers as already agreed; and

iii) Out of this 282 acres, a drain shall be constructed on 80-0 feet wide space by DHA as per KDA's requirements and the area consumed by the said drain was to be deducted from the given 282 acres.

4. The Petitioner in respect of the Second land on 29.7.1992 paid 50% costs in the sum of Rs.13,648,800/- to the Respondent, whereupon on 29.7.1992 the possession of the Second land was handed over to the Petitioner. On 5.9.1999 the balance 50% amount of Rs.13,648,800/- was also paid by the Petitioner, collectively making the Petitioner pay a total of Rs.28,297,000/- for the two pieces of land (i.e. First and Second land).

5. After completion of all formalities and a delay of another 7 years subsequent to the grant of the Second Land, per Counsel, when the Petitioner had already allotted the Second land to the members of Armed Forces and civilian officers of the Government of Sindh and when it was expecting execution of lease agreement and entry in Form-2 in its favour, the Petitioner received a letter dated 15.12.2007 from the Respondent informing it that the allotment of the Second land has been cancelled under the purview of the Sindh Government Lands (Cancellation of Allotments, Conversions and Exchanges) Ordinance 2000 ("Ordinance 2000"). The Petitioner, at the same time was offered to have the said land regularized on the payment of additional differential price, which was to be decided by the land committee constituted under the said Ordinance. The said committee in its meeting dated 13.02.2008 decided that excluding an area of 20-00 acres used by drain *Nala* designated for the public purposes, remaining 262-00 acres could be processed for regularization in accordance with law as per rate already fixed by the Committee which had ascertained differential values for the lands falling in the various schemes of Deh Drig Road and Deh Dih.

6. The differential, which the Petitioner was called upon to pay in respect of the Second land was calculated by the Committee as

Rs.1,366,590,400/- (i.e. Rs.5,324,000/- per acre of land). Against this imposition, the Petitioner made representations explaining that it had so far already paid an amount of Rs.28,297,000/- jointly in respect of the First and Second lands. Without prejudice, but to avoid cancellation of allotment of Second land, per Counsel, the Petitioner agreed to pay the differential amount of Rs.1,366,590,400/- but requested for installments spread over 3 to 4 years, out of which, the Petitioner paid the first installment of Rs.342,381,600/- on 23.5.2009, where after on 2.6.2009 an area of 65.20 acres (equivalent to the amount of installment deposited by the Petitioner) from the Second land was regularized in the Petitioner's favour.

7. Per counsel, since the payment of differential amount for alleged regularization of the Second land was a burden on the Petitioner and which differential as a matter of fact ought to be paid by the end-users i.e. allottee/transferee, the Petitioner accordingly posted notices for the payment of differential amount at the rate of Rs.2,145/- per square yard by those allottees/transferees. Most of the allottees/transferees rejected the payment of this extra amount and approached the Court by filing the second connected C.P. No. D-3606/2010 through their representative body Khayaban-e-Saadi Rizwan Abbasi Resident Trust praying that the demand of payment of the additional sums by the Petitioner be declared illegal and sums paid by some of their members be refunded.

8. Per counsel, after trying hard to have the additional regulation fee waived by the Respondent but finding no relief, the instant Constitutional Petition was filed praying that the demand of differential charges raised by the Respondent be declared unlawful, arbitrary and unreasonable, or in

the alternative the Respondent and its subordinates be directed to treat the Petitioner at par with other land developers who were offered considerably lower regularization fees.

9. Mr. Khalid Javed Khan, learned counsel for the Petitioner submitted that the Ordinance 2000 has no application to the Second land allotted to the Petitioner as the said Ordinance has been made effective from 1.1.1985 whereas the Petitioner's First land was allotted on 14.9.1977 and leased out to it on 6.12.1979; and that the Second land granted to the Petitioner was in exchange of the First land thus fell outside the net and purview of the Ordinance, 2000. Learned counsel reemphasized that the land in respect of which regularization fee was imposed was not a fresh grant, rather an alternate/exchange land allotted to the Petitioner in lieu of the unutilized First land, of which a major portion was taken away by the Flood Protection Scheme. Per counsel the alleged cancellation of Second land through Ordinance 2000, and the consequent demand for the payment of differential amount was illegal and untenable as the land allotted and/or leased to the Petitioner was not in violation of any law or ban.

10. Without prejudice to the merits of his case, to show discriminatory treatment in the regulatory charges claimed by the Respondents, the learned counsel stated that an area of 341 acres in deh Dih which was allotted to another entity namely Marina City Development was regularized at a rate of Rs.2,662,000/- per acre, much lower than the differential rate claimed from the Petitioner at Rs.5,324,000/- per acre.

11. Also, per counsel, the Respondent has imposed a flat per acre regularization fee, where in fact the Second land granted to the Petitioner

was not solely used for residential purposes whereas a significant part of the said land has been utilized as Graveyard, Roads, Streets, Parks and entertainment area etc., as well as 1.5 acres from the said land has been utilized by City District Government Karachi in the construction of KPT flyover.

12. Per counsel, the Respondent was not entitled to recover even if the Petitioner consented to make the payment in installments, keeping in view the rights of third parties who are allottees/transferees, who in fact have to bear the burden, if so imposed. The learned counsel, at this juncture, referred to the case of XEN Shalpur Division vs. Collector 2016 SCMR 1030 at 1037 (Para 11). Per counsel there can be no waiver unless the aggrieved party waives its claim despite knowing and having opportunity to contest, as in Globe, Textile Mills Ltd. vs. TC 1993 SCMR 900, the Hon'ble Supreme Court observed that acquiescence does not take place where its roots and basis are in ignorance or unawareness of one's own rights and entitlements. Per counsel, the Hon'ble Supreme Court in the case of Lal Khan vs. Muhammad Yousuf PLD 2011 SC 657 has held that waiver cannot be inferred merely from failure of party to take objection. In CBR vs. SevenUp Bottlers 1996 SCMR 700 at 709 E, also the Hon'ble Supreme Court has held that legal rights of the party cannot be defeated by Government on ground of waiver. Reliance was also placed on the judgments reported as PLD 1996 SC 738 at 750 E, 709 D, 91 CLC 694 and 1980 CLC 664.

13. As to the maintainability, per Learned Counsel the case involves two issues namely (i) interpretation of Section 3 of Ordinance 2000, and (ii) whether this provision was applicable to the lands allotted to the

Petitioner, which are purely legal questions and only this Hon'ble Court could give an authoritative interpretation of these statutory provisions, and there are no disputed question of fact involved nor is there any other forum providing equally efficacious alternate remedy. Per counsel, the demand for the payment of the differential amount being nullity in the eye of law, gives the High Court powers to examine its legality.

14. To the contrary, Mr. Miran Muhammad Shah, Addl Advocate General submitted that the Petition being frivolous is not maintainable in the eyes of law. Learned Addl.AG submitted that the Second land admeasuring 282-00 acres on the approval of Hon'ble Chief Minister Sindh was leased out at the rate of Rs.96,800/- per acre vide latter No.PS/MBR/LU/1998/92 dated 30-03-1992 in Deh Dih/Drigh Road Karachi with certain terms and conditions and the Petitioner only deposited Rs.27,29,97,600/- in respect of the occupancy charges of these 282-00 Acres of land. It was next stated that when the Ordinance 2000 was promulgated, all lands allotted from the year 1985 to 2001 stood cancelled by the operation of law including the Petitioner's Second land subject to the payment of differential amount. It was then pointed out that case of the Petitioner was placed before the appropriate lands Committee which made the following decision:-

> *"DHA heard. Who argued that the party was not heard while determining the market value and that in the meeting before the Governor Sindh the exemption was allowed to the Federal Govt/Provincial Government Departments. The Committee considered that on the question of exemption from the payment of differential amount, the Ordinance is silent. It was decided that in absence of provision for exemption, the contention is not justified. Accordingly, the Committee unanimously adopted the earlier decision for payment of differential amount for 262-00 Acres."*

15. Mr. Shah further stated that the Committee in cases of Deh Drigh Road had fixed the market price of Rs.53,24,000/- per acre and the differential amount claimed excludes the area consumed by public drain restricting the amount to Rs.1,36,75,90,400/-, which amount the Petitioner agreed to pay in installments vide its letter dated 23 June 2008 on which the Respondent vide letter dated 29.04.2009 issued a provisional offer letter, which the Petitioner accepted and deposited the 1st installment of Rs.34,23,81,600/-. Once having paid the first installment, the Petitioner cannot challenge the imposition through the instant constitutional petition.

16. Per Mr. Shah, the land admeasuring 282-00 acres was leased out to petitioner in the year 1992 at the rate of Rs.96,800/- per acre and it has no nexus with the earlier allotment of 640 acres at the rate of Rs. 10/- per square yard. Mr. Shah also stated that the Petitioner has sold out land at premium market rates, making profit in the tune of billions of rupees and through the instant misadventure, an attempt to deprive the Province of Sindh from its legit share is made. With regards the Flood Protection Scheme, Mr. Shah added that the said scheme was constructed with the consent of Petitioner and the Petitioner never raised any claim for compensation nor challenged this public use of the First land before any Court of law.

17. To conclude, Mr. Shah reemphasized that the Second land was neither an exchange nor an alternate land and these two allotments have no nexus. He also stated that CP No.D-3606/2010 is filed on the instigations of the Petitioner.

18. Mr. Muhammad Ishaq Ali representing petitioners in CP No.D-3606/2010 stated that the petitioners, residents of Phase VII-DHA, were lawful occupiers, allottees, transferees, owners and lessees of their plots situated in the said Phase who have filed the constitutional petition against the alleged wrongful and unlawful imposition of differential charges imposed by DHA. Per counsel, DHA in the month of December 2009 issued demand notices for the payment of differential charges and set up deadline of 31.01.2010 for payment. Per counsel, petitioners are called upon to pay Rs.10.7 lac for a 500 square yards' plot and Rs.6.7 lacs for a 300 square yards' plot, notwithstanding that these residents had already paid for their A-B leases, as well as, obtained NOCs from the relevant departments. Counsel contends that DHA sold out the land in question to the petitioners at premium market rates, as well as, has also received development and other charges from these owners, allottees etc., thus, this demand of the additional charges is arbitrary, unjustifiable and unlawful. A prayer is made that these demand notices be declared illegal and DHA be restrained from claiming these differential charges. It is also prayed that payments made by some residents mistakenly, should be refunded to them. This petition was moved alongwith an application seeking mandatory injunction, and vide order dated 29.12.2010 respondent DHA was restrained form taking any coercive action against the petitioners.

Heard he counsel and reviewed the material on record.

19. Admittedly through the letter dated 14.9.1977 (Annexure K-2), the First land at the rate of Rs.10 per sq. yd. (of the actual leasable area) was allotted to the Petitioner who paid Rs.1 Million as token money, after

which the Agreement of Lease dated 06.12.1979 was entered into between the parties. Admittedly neither the full payment for the said land was made nor any evidence to the effect that possession of the said land was hand over to the Petitioner has been brought to record.

20. Under Section 10 of the Colonization of Government Lands Act, 1912 ("the 1912 Act"), lands are granted by the Provincial Government Board of Revenue (subject to general approval of the Government) to the tenants upon issuance of Statement of Conditions. Sub-section (2) of Section 10 requires the Provincial Government to issue such Statement of Conditions. For the urban areas of Karachi, such Statement of Conditions for the grant of land to Housing Societies came in the form of Notification No. 868/71/4083-PI dated 22.06.1971 ("the 1971's Notification") in terms of which, duly registered housing societies were granted lands in various zonal schemes prepared by Karachi Development Authority ("KDA") upon those societies having made proper applications which were to be initially scrutinized by a Scrutiny Committee, which was to pass its recommendations to an Allotment Committee. Once land was allotted, per conditions 8 and 9 of the said 1971's Notification, tenant was required to pay 25% of the price of land (as determined by the Government) within one month of the allotment; further 25% within six months and the remaining balance of 50% in two equated annual installments commencing from the date of delivery of possession of the land. Once the required 50% payment was made, per condition 11, Government was to execute a sale agreement with the tenant in respect of the allotted land. Possession of allotted land could only be delivered upon; firstly making the initial payment of 50% of the cost, and secondly after having a sale

agreement signed with the allottee. Per condition 13, within one month of getting possession, tenant was required to prepare detailed plans for utilization of land and to submit the same to KDA for its approval. Per condition 21, if the tenant committed any breach of the conditions, the plot of land could be resumed under Section 24 of the 1912 Act, without payment of any compensation whatsoever.

21. In the case at hand, while the learned counsel for the Petitioner stated (which could also be affirmed from paragraph 5 of the memo of petition) that the Petitioner through a ballot held on 20.09.1977 allotted 50% of the plots to its members and placed the balance 50% with the Provincial Government vide letter dated 09.05.1978, however no document showing that the possession of the First land was ever handed over to the Petitioner has been brought to record, nor any evidence that the petitioner prepared utilization plans in respect of the said land and had those plans approved by KDA has been provided. Also, neither details of the ballot held on 20.09.1977, nor copy of the letter dated 09.05.1978 placing 50% of the plots with the Provincial Government has been brought to record.

22. Also, when an analysis of the claim of the Petitioner over the First land is done within the four corners of the requirements imposed by the 1971's Notification, it could be seen that while the allotment was made on 14.09.1977 for 640.55 acres (60% considered as leasable) at the rate of Rs.10/- per square yard, the initial payment of 25% (Rs.4,650,393) was never made, but only a token payment of Rs.1 Million was made, and that too on 01.01.1978. Also, while the Agreement for Lease was entered on 06.12.1979, however the requirement that 50% of the land price should

have been paid prior thereto also does not seem to have been complied with. All of these inconsistencies, in our humble view, lead the said transaction to the unfortunate end envisaged by condition 21 of the 1971's Notification resulting in resumption of the land under Section 24 of the Colonization of Government Land Act, 1912 without payment of any compensation whatsoever.

23. It is also an admitted position that the Petitioner stayed quite between the period 1979 - 1985 when a large chunk of the First land came under use of Malir River Flood Protection Scheme. Petitioner would have unlimited opportunities to challenge such alleged usurpation or to claim compensation under the land acquisition laws. While some communication was made to the concerned Deputy Commissioner in this regard, however no legal action was taken.

24. The new turn only came on 30.03.1992 when Land Utilization Department agreed to lease out 282 acres of land (the Second land) to the Petitioner at the rate of Rs.20 per square yard. Worth noting is that on 26.07.1992 the Plaintiff made a payment of Rs.13,648,800/- (being 50% of the land price) and on 29.7.1992 the possession of this parcel of land was handed over to the Petitioner. On 5.9.1999 the balance 50% (Rs.13,648,800) was also paid by the Petitioner. Worth observing is the conduct of the Petitioner in completing this transaction *viz-a-viz* the earlier transaction in which only Rs.1 Million rupees as token were paid and no possession was handed over to the Petitioner. Also it is important to note that neither in the allotment letter nor through any other document, a suggestion that the second land was allotted in exchange or it being an alternate to the first land has come to record from the Respondent's side.

25. with regards possession of land, sub-section (4) of Section 10 of the Colonization of Government Lands Act, 1912 is of significance which provides as under:-

> No person shall be deemed to be a tenant or to have any right or title in the land allotted to him until such a writing order has been passed and he has taken possession of the land with the permission of the Collector. After possession has been so taken, the grant shall be held subject to the conditions declared applicable thereto. [emphasis supplied]

26. Applying the above quoted legal provisions, to the facts of the case leads us to an irresistible conclusion, in particular when Petitioner has shown no evidence that it ever got possession of the First land and paid full or even half price thereof, grant of First land to the Petitioner automatically stood withdrawn, thus any further grant (i.e. that of the Second land) could be nothing, but a fresh grant.

27. With regards the assertion of the learned counsel that the Second land was granted in exchange, provision regulating exchanges of lands by the 1912 Act are worth considering. Section 17 of the said Act provides as under:-

> "17. Exchanges. Subject to any orders that he may receive from the Commissioner, the Collector may allow any tenant to exchange the whole or any part of his tenancy for other land in the colony, and the land so taken in exchange shall, in the absence of any special condition to the contrary recorded in writing by the Collector, be deemed to be held on the same conditions and subject to the same obligations as the surrendered land was held.
>
> Provided that such land shall not be exchangeable, with private or kabuli land."

28. A perusal of the above quoted provision of law regulating exchanges of land makes it crystal clear the person seeking exchange; (i) must be a tenant [defined by clause (z) of section 3 to mean "any person holding land…" which only be achieved after payment of full price of land (2006 CLC 543)] and (ii) he has to approach the concerned authorities

seeking exchange within the same colony, thus repudiating the idea that any land could be exchanged on its own motion and that too without the applicant becoming tenant, or from one colony to another.

29. Before concluding, we would wish to discuss the case law cited by the learned counsel of the Petitioner in the following and our comments thereon:

- 2003 CLC 718 [Wali Muhammad v. Muhammad Rafiq and others]. Learned counsel placed reliance on this judgment to substantiate his point that while Ordinance 2000 provided for cancellation, however effect thereof was to merely freeze the title of properties and the said Ordinance would not cancel title of the properties. This contention of the counsel is of no relevance as in the case at hand respondent did not cancel the title of land granted to the Petitioner rather claimed additional amount under Section 5 of the Ordinance.

- 2016 SCMR 1030 [Messers X.E.N. Shahpur Division (LJC) Quarry Sub-Division, Sargodha v. The Collector Sales Tax (Appeals) Collectorate of Customs Federal Excise and Sales Tax Faisalabad and others], 1993 SCMR 900 [M/s. Globe Textile Mills (O.E) Limited Karachi v. Textile Commissioner, Ministry of Industries, Government of Pakistan, Karachi], PLD 2011 SC 657 [Lal Khan through Legal Heirs v. Muhammad Yousaf through Legal Heirs], 1996 SCMR 700 [Central Board of Revenue and 3 others v. Seven-up bottling Company (Pvt.) Ltd], PLD 1986 SC 738 [(1) Ocean Industries Limited and (2) Raza Kazim v. Industrial Development Bank], 1991 CLC 694 [Mr. Abdul Wahab Galadari v. Abdul Wahab Ebrahim Galadari and another], 1990 CLC 664 [Muhammad Ahmed v. Mrs. Qamar Anwar Sheikh] and PLD 1998 SC 64 [Messers Prizer Laboratories Limited v. Federation of Pakistan and others]. Learned counsel relied upon these judgments in support of his arguments that if the Petitioner had consented and made partial payment of the differential amount, this one time payment should not be considered as an admission of his liability, alleging that since there is no estoppel against the law therefore the Petitioner is not required to make the balance payment. For the reasons detailed in the foregoing, having reached to a conclusion that the Second land was not an exchange land, rather a new transaction and cognizance under Ordinance 2000 was rightly taken, leaves no question as to estoppel, waiver or acquiesce.

- PLD 1970 SC 180 [Mian Muhammad Latif v. Province of West Pakistan through the Deputy Commissioner, Khairpur and another] and 2005 PTD 480 [Caltex Oil (Pakistan) Ltd v. Collector, Central Excise and Sales Tax and others]. Learned counsel relied upon these cases to answer the question of maintainability. As the petition clearly seeks interpretation of

> Section 3 of Ordinance 2000 and its applicability to the Second land allotted to the Petitioner, being a pure question of law. The contention of the learned counsel is well placed as the matter can be decided under Article 199 of the Constitution of Islamic Republic of Pakistan, 1973.

30. Resultantly, it could be logically deduced from the above that from no stretch of imagination, the Second land could be considered as an exchange or alternative land thus provisions of Ordinance 2000 would apply to the Second land. Accordingly first prayer of CPD No. D-306 of 2011 is dismissed. This leaves us to the second prayer that the case of the Petitioner be dealt in a non-discriminatory manner alongside other land developers and it be offered comparable differential payment. We allow this prayer and direct the respondent to ensure that no discriminatory treatment is given to the Petitioner.

31. With regards Constitutional Petition No. D-3606 of 2010, we do not see any constitutional merit therein as matter pertains to contractual obligations of the rival parties and questions of facts have been agitated in this petition which would require evidence including determination of the fact that what was the market value of land at the time of its lease to the individual allottees. This Petition is accordingly dismissed with directions to the Respondent DHA that if it chooses to pass on its liability of payment of the differential amount to the petitioners, then DHA must only charge the actual differential amount and that too only from those allottees etc. whose plots fall in the Second land as per the list submitted to this Court, ensuring that no premium or additional costs are passed on to them.

Judge

Judge

Barkat Ali, PA