BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL
CAMP COURT SWAT.

Service Appeal No.1155/2019

Date of Institution ... 17.09.2019

Date of Decision ... 03.03.2021

Hidayat Ullah S/o Inayat Ullah presently serving as Principal GHSS Batara Tehsil Daggar, District Buner. ... (Appellant)

VERSUS

The Director Elementary and Secondary Education, Khyber Pakhtunkhwa Peshawar and three others. ... (Respondents)

MR. MUSHTAQ AHMAD KHAN ALIZAI, Advocate --- For appellant.

MR. M. RIAZ KHAN PAINDAKHEL Assistant Advocate General --- For respondents

MIAN MUHAMMAD --- MEMBER(Executive)
ROZINA REHMAN --- MEMBER(Judicial)

JUDGEMENT

MIAN MUHAMMAD , MEMBER:- The appellant has come to the Service Tribunal against impugned order dated 22.05.2019 and impugned appellate order dated 27.08.2019. The same have been assailed in the service appeal under Section-4 of the Khyber Pakhtunkhwa Service Tribunal Act, 1974.

FACTS.

02. Brief facts of the case are that while the appellant was posted as Additional Director (BS-19) (TPD) in the Directorate of Curriculum and Teachers Education (DCTE), Abbottabad an unpleasant episode of scuffle between the appellant and Director took place on 21.03.2018 when a power point presentation was being finalized for steering committee of the project "English Language Training for

Primary School Teachers". The appellant was directed on the same date i.e 21.03.2018 to report to the Directorate of Elementary and Secondary Education Peshawar. He was issued charge sheet/ statement of allegations and an enquiry committee constituted on 18.09.2018 for the purpose of conducting formal enquiry against the appellant. Consequent upon submission of the enquiry report dated 02.11.2018, the competent authority issued the impugned order dated 22.05.2019, where-under the minor penalty of "withholding of two annual increments for two years" was awarded to the appellant. The appellant preferred Review petition under rule 17 (1) of the Khyber Pakhtunkhwa Government Servants (Efficiency & Discipline) Rules, 2011 which was rejected and communicated to the appellant on 27.08.2019 hence the present service appeal submitted in Service Tribunal on 17.09.2019.

03. We have heard arguments of the parties and gone through the case file with the assistance of learned counsels for the parties thoroughly and in details.

ARGUMENTS.

04. Learned counsel for the appellant at the outset of addressing his arguments contended that the ends of justice have not been met and the appellant has been discriminated on the ground that the co-accused (Director, DCTE) was not charge sheeted because the scuffle and unpleasant event had taken place between them. But only the appellant has been targeted and subjected to disciplinary proceedings whereas the other party i.e Director, DCTE has been set free without putting him under disciplinary proceedings for the principles of justice, equity and fair play. He while referring to the conclusion of the report of enquiry committee argued that a departmental enquiry was not initiated for the purpose of fixing responsibility and the formal enquiry was initiated against the appellant in an impulsive and hasty

manner. Moreover, statement of the witnesses were not recorded or provided to the appellant with enquiry report. It was vehemently contended that no opportunity of cross examination has been provided to the appellant as well as no opportunity of personal hearing afforded by the competent authority before passing the impugned order irrespective of the fact that it has been claimed in the impugned order dated 22.05.2019. In support of his arguments, he drew strength from and relied on 1984 PC (CS) 560, 1999, PLC (CS) 1332, 2005 PLC (CS) 256, 2005 SCMR 1814, 2006 PLC (CS) 1352 and 2009 PLC (CS) 280.

05. Learned Assistant Advocate General on the other hand contradicted plea of learned counsel for the appellant and argued that the appellant has been a patient of hypertension and this has been the cause for incident took place on 21.03.2018. The fact has been admitted by the appellant in his recorded statement. He rebutted objection of learned counsel for the appellant that statement of the witnesses have not been recorded or at least not provided to the appellant. He categorically stated that statements of the relevant witnesses have been recorded and the same is part of the enquiry report. He contended that opportunity of personal hearing has been provided to the appellant and the impugned orders passed after fulfillment of all codal formalities according to the law and rules applicable to the appellant. The appeal is therefore without merits, may be dismissed.

CONCLUSION.

06. It is evident that an unpleasant incident took place on 21.03.2018 between the appellant and his Director (DCTE) and the department was required to have conducted an initial departmental/fact finding enquiry to have determined and fixed responsibility on the delinquent official where-after a formal enquiry under the

Khyber Pakhtunkhwa Government Servants (Efficiency and Discipline) Rules 2011 would have been initiated. In the absence of such fact finding enquiry, the charge framed against the appellant was "you have abused and attacked the Director DCTE in an official matter and have violated the official decorum" which seems one sided on the ground that only the appellant was grilled and subjected to disciplinary proceedings. It was incumbent upon the respondent-department to have proceeded against both the officials by issuing them charge sheet/statement of allegations.

07. On submission of the enquiry report by the enquiry committee, show cause notice was required to have been issued to the appellant under Rule-14(4) of the Khyber Pakhtunkhwa Governments Servants (Efficiency and Discipline) Rules 2011 and opportunity of personal hearing was required to have been given to the appellant by the competent authority but it does not seem to have taken place as is evident from the letter of respondent No.2 (Secretary, Elementary and Secondary Education) dated 20.02.2019. Under the said letter, a show cause notice was communicated to the appellant whereas in the impugned order dated 22.05.2019 it is mentioned that "personal hearing granted to him by the Secretary Finance (FATA) on behalf of the Chief Minister, Khyber Pakhtunkhwa on 04.10.2018". This illegality on part of respondents is manifested from the report of enquiry committee which held its proceedings on 04.10.2018 and 08.10.2018 and the impression has been given that the opportunity of personal hearing was afforded to the appellant on behalf of the Chief Minister, Khyber Pakhtunkhwa being competent authority but actually it was at the stage of enquiry proceedings when the appellant and other eye witnesses were examined and heard by the enquiry committee. An opportunity of personal hearing was therefore mandatory to have been afforded to the appellant subsequent to show cause notice under Rule-14(4) of

the Khyber Pakhtunkhwa Governments Servants (Efficiency and Discipline) Rules 2011.

08. As a sequel to the above, and keeping in view the illegality and inner defects in the disciplinary proceedings identified in the preceding paras, the ends of justice have not been met. The service appeal having merits is therefore, allowed. The impugned order dated 22.05.2019 and impugned appellate order dated 27.08.2019 are therefore set aside consequent upon which the minor penalty of the appellant "withholding of two annual increments for two years" stands quashed away. Parties are left to bear their respective costs. File be consigned to the record room.

ANNOUNCED
03.03.2021

(MIAN MUHAMMAD)
Member(E)
Camp Court Swat

(ROZINA REHMAN)
MEMBER(J)

Service Appeal No. 1155/2019

S.No	Date of order/ proceedings	Order or other proceedings with signature of Judge or Magistrate and that of parties where necessary.
1	2	3
	03.03.2021	Present. Mr. Mushtaq Ahmad Khan Alizai, Advocate ... For appellant Mr. M. Riaz Khan Paindakhel, Assistant Advocate General ... For respondents Vide our detailed judgment of today consisting of five pages placed on file, The service appeal having merits is therefore, allowed. The impugned order dated 22.05.2019 and impugned appellate order dated 27.08.2019 are therefore set aside consequent upon which the minor penalty of the appellant "withholding of two annual increments for two years" stands quashed away. The parties shall, however, bear their respective costs. File be consigned to the record room. ANNOUNCED 03.03.2021 (ROZIAN REHMAN) MEMBER(J) (Mian Muhammad) Member(E) Camp Court Swat

6.01.2021 Due to COVID 19, the case is adjourned to 3.03.2021 for the same as before.

Reader

_____.2020 Due to COVID19, the case is adjourned to 05/10/2020 for the same as before.

Reader

05.10.2020 Counsel for the appellant is present. Mr. Usman Ghani, District Attorney for respondents is present.

Learned counsel for the appellant submitted rejoinder. It is made part of the record. He is seeking time for arguments. Adjourned to 04.11.2020 for arguments before D.B at camp court Swat.

(Mian Muhammad)
Member(E)

(Muhammad Jamal)
Member
Camp Court Swat

04.11.2020 Nemo for appellant.

Muhammad Jan learned Deputy District Attorney for respondents present.

Lawyers are on general strike, therefore, case is adjourned to 06.01.2021 for arguments, before D.B at Camp Court Swat.

(Atiq ur Rehman Wazir)
Member (E)
Camp Court, Swat

(Rozina Rehman)
Member (J)
Camp Court, Swat

Due to corona virus
tour to camp court swat has
been Cancelled - To come up for
the same on - 01-06-2020

Reader

01.06.2020 Due to Covid-19, the case is adjourned. To come up for the same on 05.08.2020, at camp court Swat.

Reader

Appeal No. 1155/2019
Hidayatullah vs Govt

03.02.2020 Learned counsel for the appellant present. Mr. Riaz Paindakheil learned Assistant Advocate General present. Written reply of respondents still awaited. Learned counsel for the appellant stated that the respondent department is not prone to submit written reply. On 07.01.2020 Mr. Fazal Subhan S.O for the respondents appeared and sought further adjournment. However today, no one is present on behalf of respondents. Pay of Fazal Subhan S.O is attached till further orders. Warrant of attachment of salary be issued accordingly. Fresh notice be issued to the respondents for reply. Adjourn. To come up for written reply/comments on 02.03.2020 before S.B at Camp Court, Swat.

Member
Camp Court, Swat.

02.03.2020 Learned counsel for the appellant and Mr. Usman Ghani learned District Attorney alongwith representative Fazal Subhan S.O present.

Written reply/comments submitted on behalf of respondents. Order dated 03.02.2020 regarding attachment of salary of representative namely Fazal Subhan S.O stands withdrawn. Adjourn. To come up for rejoinder if any and arguments on 06.04.2020 before D.B at Camp Court, Swat.

Member
Camp Court, Swat.

02.12.2019 No one present on behalf of appellant. Written reply not submitted. Toseef ADEO (Litigation) representative of respondent No.1 absent. Notice be issued to the respondents as well as absent representative of the respondent No.1 to furnish written reply/comments. Adjourn. To come up for written reply/comments on 07.01.2020 before S.B at Camp Court, Swat.

Member
Camp Court, Swat

07.01.2020 Junior counsel for the appellant and Mr. Riaz Ahmad Paindakheil, Assistant AG alongwith Mr. Fazle Subhan, Section Officer for the respondents present. Written reply on behalf of respondents not submitted. Representative of the department requested for further adjournment. Adjourned to 03.02.2020 for written reply/comments before S.B at Camp Court Swat.

(Muhammad Amin Khan Kundi)
Member
Camp Court Swat

03.02.2020 [illegible] Counsel for the appellant [illegible] Written reply not submitted. Fazal Subhan representative of respondent No.2 absent. Respondents as well as absent representative of respondent No.2 be put to notice for [illegible]. Adjourn. To come up for written reply/comments on 02.[illegible] before S.B at Camp Court Swat.

Member
Camp Court, Swat

Form- A

FORM OF ORDER SHEET

Court of _____

Case No.- 1155/**2019**

S.No.	Date of order proceedings	Order or other proceedings with signature of judge
1	2	3
1-	17/09/2019	The appeal of Mr. Hidayat Ullah presented today by Mr. Mushtaq Ahmad Khan Alizai Advocate may be entered in the Institution Register and put up to the Worthy Chairman for proper order please. REGISTRAR 17/9/19
2-		This case is entrusted to touring S. Bench at Swat for preliminary hearing to be put up there on 06-11-2019 CHAIRMAN
	06.11.2019	Counsel for the appellant Hidayatullah present. Preliminary arguments heard. It was contended by learned counsel for the appellant that the appellant was serving in Education Department. He was imposed minor penalty of withholding of two annual increments for two years vide order dated 22.05.2019 on the allegation of misconduct. The appellant filed departmental appeal on 23.05.2019 which was rejected on 27.08.2019 hence, the present service appeal on 17.09.2019. Learned counsel for the appellant contended that neither the appellant was associated in the regular inquiry nor show-cause notice was issued to the appellant therefore, the impugned order is illegal and liable to be set-aside. The contention raised by learned counsel for the appellant needs consideration. The appeal is admitted for regular hearing subject to all legal objections. The appellant is directed to deposit security and process fee within 10 days, thereafter, notices be issued to the respondents for written reply/comments for 02.12.2019 before S.B at Camp Court Swat. (Muhammad Amin Khan Kundi) Member Camp Court Swat

Appellant Deposited Security & Process Fee

10/11/19

Before the service tribunal khyber pukhtoonkhwa Peshawar .

Service appeal No.....1155/.....2019

Hidayatullah s/o Inayatullah presently serving as principle GHSS Batara tehsile Daggar district Buner .....Appellant

vs

Director E & SE khyber pukhtoonkhwa at Peshawar and others.....respondents

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Dated: 12 /09/2019

Appellant

Through

Mushtaq Ahmad khan alizai

Advocate,office district court

Buner.cell No 03469014199

(1)

Before the service tribunal khyber pukhtoonkhwa Peshawar .

Service appeal No....1155/.....2019

1. Hidayatullah s/o Inayatullah presently serving as principle GHSS Batara tehsile Daggar district Buner .....Appellant

VS

Khyber Pakhtukhwa Service Tribunal
Diary No. 1261
Dated 17-9-2019

1. Director E & SE khyber pukhtoonkhwa at Peshawar.
2. Secretory E & SE khyber pukhtoonkhwa at Peshawar.
3. Chief Minister Khyber pukhtoon khwa at peshawar
4. Govt of K.P.K through secretary E & SE Khyber pukhtoonkhwa at Peshawar.....respondents

Service Appeal against the impugned appellate order dated 27/8/2019 whereby the respondent No 3 rejected the appeal of the appellant against the impugned original order dated 22/5/2019 whereby penalty of "withholding of two annual increments for two years" was imposed upon the appellant.

The appellant submits as follows:

1. That while serving as Additional director BS 19 (TPD) Director of curriculum and teacher Education Khyber pukhtunkhwa Abbottabad, the appellant, beside other duties, was also assigned the duties of chairman implementation and Monitoring committee by the director (DCTE) Abbottabad for the project in the name and style of "English language Training for primary school teachers" being launched and executed in collaboration with the British council.

Filedto-day
Registrar
17/9/19

2. That in connection with the afore said project a meeting was held on 21/3/2018 in the office of the director DCTE wherein the appellant was going to finalize the presentation for the steering committee of the said project when in the mean while the director DCTE namely Gohar Ali khan started undue interference and passed ridiculous remarks on the presentation of the appellant where after the appellant tried to pacify him and requested him for patient hearing for the proper understanding of the presentation but he started abusing the appellant and attacked him which resulted into a scuffle.
3. That on the same date mentioned in the preceding para, the appellant was relieved/transferred by the director DCTE from his duties and on the same date the services of the appellant was placed at the disposal of the directorate of E & SE Khyber pukhtunkhwa vide notification dated 21/3/2018 and on the same date his salary was stopped with effect from

1/3/2018 in total derogation of law and rules where against the appellant filled an appeal and representation before the secretory govt of KPK and account officer Abbottabad.(notification dated 21/3/2018 , appeal and representation to secretory govt of KPK and account officer Abbottabad and document of stoppage of salary attached as anx A,A1 , A2 and A3)

4. That the director DCTE Gohar ali khan used to nurse grudge and hatred against the appellant since his transfer and on so many occasion he translated it into action by using abusive language like the present one and due to these dismal condition the appellant had also moved an application for his premature retirement, hence on 21/3/2018 just after the unfortunate incident the appellant filled an application/complaint against the director Gohar ali khan for necessary action.(application of the appellant Dated 21/3.2018 along with receipt of TCS attached as anx B while application for shifting of DDO ship due to premature retirement, document evidencing that factum and later on application for withdrawal of the application for retirement are attached as anx B1, B2 and B3)
5. that it is astonishing that no heed was paid to the application of the appellant and conversely hasty proceedings were initiated against the appellant under the pressure and back stair influence exerted by the director DCTE where after the appellant was punished before starting of departmental proceedings in the shape of his transferring , stoppage of his salary and suspension etc.
6. That vide notification dated 18/9/2018 an inquiry committee was constituted which served the charge sheet and statement of allegation upon the appellant which was properly replied by the appellant.(notification dated 18/9/2018 along with charge sheet and statement of allegations and reply to the charge sheet attached as anx C and D)
7. That the appellant also filled another appeal in continuation of his prior appeal for ventilation of his grievances before the secretory E & SE kpk but in vain.(appeal/remainder dated 10/10/2018 along with TCS receipt attached as anx E).
8. That it is pertinent to mention here that no initial show cause notice had been provided to the appellant and during inquiry proceedings the appellant had not been provided the opportunity of cross examination of the alleged witnesses and complainant.
9. That vide impugned order dated 22/5/2019 penalty of withholding of two annual increments for two years was imposed upon the appellant without providing him the opportunity of personal hearing.(impugned order dated 22/5/2019 attached as anx F)
10. That aggrieved from the aforesaid order the appellant preferred a departmental appeal before the respondent no 3 but the same was rejected vide impugned appellate order dated 27/8/2019 hence this service appeal on the following grounds inter alia.(departmental appeal along with

p/o receipt and impugned appellate order dated 27/8/2019 attached as anx G and H).

Grounds:

a. That the impugned original order dated 22/5/219 and appellate order dated 27/8/2019 are against law,rules and natural justice hence not tenable in the eye of law.
b. That neither a show cause notice has been sent to the appellant nor he has been given opportunity of personal hearing on the impugned proposed action on which score alone the impugned order is illegal and against the golden principle of audi alterm partem.
c. That the mandatory provisions of Khyber pukhtunkhwa Government servants (efficiency and discipline) rules 2011 have not been complied with in the proceeding against the appellant which vitiate the whole proceedings against the appellant .the appellant have not been provided the opportunity of personal hearing and cross examination of the complainant and alleged witnesses despite his written request for the same.
d. That there is no iota of evidence against the appellant regarding the allegations that he was the aggressor .No fact finding inquiry has been constituted for determining the factom of "aggressor and aggressed upon" and the whole proceeding against the appellant are the result of malafide,ill will, bias and unilateral approach on the part of the respondents in collusion with the complainant .
e. That on the same date i.e 21/3/2018 the appellant was relieved/transferred by the director DCTE from his duties and on the same date the services of the appellant was placed at the disposal of the directorate of E & SE Khyber pukhtunkhwa vide notification dated 21/3/2018 and on the same date his salary was stopped with effect from 1/3/2018 in total derogation of law and rules which show the malafide ,illegality and unfairness of the respondents in the disposal of the issue.
f. That a hasty and arbitrary proceedings were initiated and conducted against the appellant which is a classical example of the Maxim " justice hurried is a justice buried".
g. That the appellant was neither provided the copies of the statements of the alleged witnesses, if any, nor was the copy of the inquiry proceedings provided to him.
h. That the statement in para No 5 of the impugned order dated 22/5/2019 regarding grant of opportunity of personal hearing to the appellant by the Secretory Finance (FATA) is totally false and fabricated statement which cannot be substantiated by the respondents
i. That the appellant seeks the permission of this honorable court to rely on additional grounds at the time of arguments.

Prayer:

It is therefore kindly requested that the appeal of the appellant may kindly be accepted by setting aside the impugned appellate order dated 27/8/2019 and the impugned original order dated 22/5/2019 and the actions and inaction of the respondent pertaining to transfer of the appellant as OSD, stoppage of his salary for about 10 months on the same date of alleged occurrence may kindly be declared as a punishment before trail hence malafide.

Any other relief not specifically prayed for and which this worthy tribunal deem fit and appropriate in the facts and circumstances of the instant case may also kindly be granted for the end of justice.

Dated: / 2 / 9/2019

Appellant

Through

Mushtaq Ahmad khan alizai

Advocate,office district court

Buner.cell No 03469014199.

(5)

Before the service tribunal khyber pukhtoonkhwa Peshawar .

Service appeal No.....2019

Hidayatullah s/o Inayatullah presently serving as principle GHSS Batara tehsile Daggar district Buner .....Appellant

vs

Director E & SE khyber pukhtoonkhwa at Peshawar and others.....respondents

AFFIDIVET

I Mushtaq Ahmad khan advocate as per instruction of my client do hereby solemnly affirm and declare on oath that the contents of the instant service appeal is correct to the best of my knowledge and belief & nothing has been concealed from this worthy tribunal.

Bakht Beland Khan Advocate
District & Sessions Judge
Oath Commissioner
ATTESTED
No. 65
Date 12-4-19
Distt. Courts Buner
At Daggar

Deponent

(6)

Before the service tribunal khyber pukhtoonkhwa Peshawar

Service appeal no.....

Hidayatullah s/o Inayatullah presently serving as principle GHSS Batara tehsile Daggar district Buner .....Appellant

vs

Director E & SE khyber pukhtoonkhwa at Peshawar and others.....respondents

Addresses of parties

PETETIONER

Hidayatullah s/o Inayatullah presently serving as principle GHSS Batara tehsile Daggar district Buner.Mob No 03449671623.

RESPONDANTS

1. Director E & SE khyber pukhtoonkhwa at Peshawar.
2. Secretory E & SE khyber pukhtoonkhwa at Peshawar.
3. Chief Minister Khyber pukhtoon khwa at peshawar
4. Govt of K.P.K through secretary E & SE Khyber pukhtoonkhwa at Peshawar.

Appellant

Through

Mushtaq Ahmad khan alizai

Advocate,office district court

Buner.cell No 03469014199.

(7)

Before the service tribunal khyber pukhtoonkhwa Peshawar .

Appeal No.....

Hidayatullah s/o Inayatullah presently serving as principle GHSS Batara tehsile Daggar district Buner .....Appellant

vs

Director E & SE khyber pukhtoonkhwa at Peshawar and others.....respondents

Application for suspincion of the impugned original and appellate orders dated 22/5/2019 and 27/8/2019 till the final disposal of the appeal.

Respectfully sheweth:,

1. That the titled service appeal is filed before this worthy tribunal in which no date has been fixed till yet.
2. That there exist a strong prima facie case in favor of the appellant and the appellant will face inconvenience and irreparable loss if the captioned impugned orders are not suspended against the appellant till the final disposal of the instant appeal.
3. That the contents of the main appeal may kindly be considered part and parcel of the instant application.

It is therefore kindly prayed that on acceptance of this application the impugned original and appellate orders dated 22/5/2019 and 27/8/2019 may kindly be suspended till the final disposal of the appeal.

Appellant

Through

Mushtaq Ahmad khan alizai

Advocate,office district court

Buner.cell No 03469014199

(8)

Before the service tribunal khyber pukhtoonkhwa Peshawar .

Appeal No.....

Hidayatullah s/o Inayatullah presently serving as principle GHSS Batara tehsile Daggar district Buner .....Appellant

vs

Director E & SE khyber pukhtoonkhwa at Peshawar and others.....respondents

AFFIDIVET

I Mushtaq Ahmad khan advocate as per instruction of my client do hereby solemnly affirm and declare on oath that the contents of the instant application is correct to the best of my knowledge and belief & nothing has been concealed from this worthy tribunal.

Bakht Beland Khan Advocate
ATTESTED
No 65
Date 12-9-09
Distt Courts Buner
At Daggar
Oath Commissioner

Deponent

(9) Anx "A"

GOVERNMENT OF KHYBER PAKHTUNKHWA
ELEMENTARY & SECONDARY EDUCATION
DEPARTMENT

Dated Peshawar the March 21, 2018

NOTIFICATION

NO.SO(SM)/E&SED/2-1/2018/Hidayat Ullah Additional Director: The services of Mr. Hidayat Ullah Additional Director BS-19 (TPD) Directorate of Curriculum & Teacher Education Khyber Pakhtunkhwa at Abbottabad are placed at the disposal of Directorate of E&SE Khyber Pakhtunkhwa Peshawar for further posting with immediate effect.

2. Consequent upon the above Mr. Zulfiqar Khan BS-19 Additional Director (C&TR) will hold the charge of the post of Additional Director (Teacher Professional Development) in addition to his own duties till further orders.

SECRETARY

Endst: of even No. & Date :-

Copy forwarded to the:

1. Accountant General, Khyber Pakhtunkhwa Peshawar.
2. Director, E&SE Khyber Pakhtunkhwa, Peshawar.
3. Director Curriculum & Teacher Education Khyber Pakhtunkhwa Abbottabad w/r to his Order No.1976-82/EB/AE-II dated 21-03-2018.
4. District Education Officer (Male), Abbottabad.
5. District Account Officer Abbottabad.
6. Mr. Zulfiqar Khan Additional Director (C&TR) BS-19 Local Directorate.
7. Mr. Hidayat Ullah Additional Director (TPD) DCTE Abbottabad.
8. Manager National Bank of Pakistan (1348) Mandian Mir Pur Branch Abbottabad.
9. PS to Secretary E&SE Department, Khyber Pakhtunkhwa, Peshawar.
10. PS to Special Secretary E&SE Department, Khyber Pakhtunkhwa, Peshawar.
11. Incharge EMIS E&SE Department.
12. Office order file.

(ANEELA FAHIM)
SECTION OFFICER (SCHOOLS MALE)

C.T.C

Anx A1

(10)

بحضور جناب سیکرٹری صاحب گورنمنٹ آف خیبر پختونخوا محکمہ ابتدائی و ثانوی تعلیم

(ضمیمہ نمبر 2)

اپیل

جناب عالی!

معروضانہ گزارش ہے کہ 26 مارچ 2018ء کو آپ صاحبان کی طرف سے جاری کردہ نوٹیفیکشن نمبر SO(SM) E&SED/2-1/2018 Hidayatullah Addl: Director مورخہ 21/3/2018 وصول پایا

28/3/2018 کو ڈائریکٹوریٹ E&SE میں Arrival کی اور حکم کو بجا لایا

جناب عالی! میری اپیل دو باتوں کے حوالہ سے ہے۔

1) میرے خلاف یک طرفہ کارروائی کی گئی اور اس بات کا قوی امکان ہے کہ میری موجودگی میں انکوائری کے بیانات میں حق سامنے نہیں آئیگا لہذا بغیر تحقیق کے ایک فریق کو سزاوار قرار دے کر انصاف کے تقاضے پورے نہیں کئے گئے شفاف تحقیقات کے لئے دونوں کو برابر کا درجہ دیا جائے

2) میری تنخواہ ڈائریکٹر صاحب DCTE نے ڈپٹی ڈائریکٹر (ایڈمن) کے ذریعے بند کروادی ہے جبکہ نوٹیفیکشن میں اس بات کا کوئی ذکر نہیں ہے۔

لہذا اپیل ہے کہ میرے بچوں کو رزق سے محروم کرکے سزا نہ دی جائے اور (اس سلسلے میں سپریم کورٹ کے واضح احکامات بھی موجود ہے) میری تنخواہ کو فی الفور Release کیا جائے ورنہ مجبوراً مجھے عدالت کو رجوع کرنا ہوگا

امید ہے آپ اپیل ضرور Honour کریں گے

شکریہ

تابع فرمان

ہدایت اللہ

30/3/2018

e.T.c

(11)

Anx A2

To

The Accounts Officer,
Abbottabad.

Subject: **RELEASE OF PAY IN RESPECT OF HIDAYATULLAH ADDITIONAL DIRECTOR TPD, DCTE ABBOTTABAD**

R/Sir,

With your honour to state that my pay for the month of March 2018 has been stopped on the source submitted by Deputy Director (Admn), DCTE Abbottabad.

Sir, it is to inform you that neither I was absent from my duty nor any other negligence in the light of any inquiry for stoppage of pay. So, it is requested to release my pay in the earliest. In case of any severe reason, provide me the copy of that evidence through which I will put my grievance before the court, please.

Yours

Hidayatullah
Addl: Director- TPD
DCTE Abbottabad
Personal No. 274559

Copies forwarded to:-

1. PS to Secretary Elementary & Secondary Education Department Government of Khyber Pakhtunkhwa, Peshawar.
2. PS to Special Secretary Elementary & Secondary Education Department Government of Khyber Pakhtunkhwa, Peshawar.
3. PA to Director Elementary & Secondary Education Government of Khyber Pakhtunkhwa, Peshawar.

c.T.c

PAYROLL SYSTEM
AMENDMENT FORM
SINGLE EMPLOYEE ENTRY
OFFICE OF THE
FOR THE MONTH March, 2018
DDO CODE NO AD-4335-DIRECTOR CURRICULUM AND TEACHER EDUCATION ABBOTTABAD

(12)

FORM PAY 02
DATE

Anx A3

Personal No. - 274559 **Employees Name : Hidayatullah** National ID

Grade pay 19 National ID Additional Director Card Number

Scale Group 19 Card Number

Salary Status Start Stop

		GENERAL DATA CHANGES		Payment/Deduction			
Infor Type	Field ID	New Contents	Wage Type	Amount		Effective date	Remarks
		Pay Inactive				1/3/2018	The office has referred at the disposal of Secretary S&GAD for by the competent authority vide No. SO(SR) dt ESTD/2-19/18 dt 21/3/18 to fix his pay on placing stopped.

Prepared By Audited/Checked by Entered/Verified By

C.T.C

(13) Anx B

بحضور جناب سیکرٹری صاحب ایلمنٹری اینڈ سیکنڈری ایجوکیشن ڈیپارٹمنٹ صوبہ خیبر پختونخوا

شکایت بابت گوہر علی خان صاحب ڈائریکٹر ڈی سی ٹی ای، ایبٹ آباد

جناب عالی!

مئودبانہ گزارش ہے کہ میں ہدایت اللہ ایڈیشنل ڈائریکٹر TPD، یکم مئی 2017 سے DCTE میں ذمہ داری نبھا رہا ہوں۔ جبکہ گوہر علی خان صاحب 7 جولائی 2017 کو بحیثیت ڈائریکٹر چارج لے چکے ہیں۔

بمورخہ 8 جولائی 2017 کو مجھے پہلی ملاقات میں آڑے ہاتھوں لیا کہ آپ نے حافظ محمد ابراہیم کو 12:30 بجے دوپہر کو اطلاع دی تھی کہ میری ٹرانسفر یہاں ہوئی (جبکہ DCTE فیکس 02:30 بجے آیا تھا)۔ اور اس کے بعد سے اب تک انھوں نے SS صاحبان اور دوسرے دفتر کے لوگوں کے سامنے روز میری بے عزتی کو اپنا معمول بنا دیا ہے۔

اس کے علاوہ مندرجہ ذیل باتوں پر مجھے ہمیشہ سے ٹف ٹائم دیتے رہے:

1. برٹش کونسل کے معاملات کو اجتماعیت کی بجائے میرے سر پر ڈال دیا اور میٹنگ میں یا تو نہ جاتے یا دستخط کر کے نکل جاتے اور بعد میں کئے گئے فیصلوں پر مجھے بے عزت کرواتے رہے۔ (خالد خان صاحب سابقہ سپیشل سیکرٹری تعلیم اس بات کے گواہ ہیں)

- 184 ملین کے لئے ڈیمانڈ بغیر فائل کے مجھ سے کروایا۔
- اب تک جتنے بھی بل پاس ہوئے یا ہم نے جمع کروائے ہیں اس نے اور اس کے اکاؤنٹ آفیسر نے نوٹ شیٹ پر دستخط تک گوارہ نہیں کیا (فائلز حاضر ہیں)
- اس نے اب تک جتنے بھی ذاتی بلز پاس کروائے ہیں بغیر سیکرٹری صاحب سے Revised tour programme کے Approval کے کروائے (اس کا RTP ریکارڈ چیک کیا جا سکتا ہے)

2. محکمے کے ساتھ دلچسپی کا یہ عالم ہے کہ تین عدد Wagon-R گاڑیاں دفتر آئے ہوئے ہیں۔ گاڑیوں کو متنازعہ بنا کر گاڑی نمبر 1668 اپنے بیٹے کو حوالہ کی جبکہ جولائی 2017 سے اب تک گاڑیوں کو باضابطہ کسی کے نام نہ کرنے سے کنونس الاؤنس کے مد میں سرکار کو -/15000 روپے فی مہینہ نقصان پہنچا رہا ہے۔

ان تمام باتوں سے تنگ آکر میں نے ریٹائرمنٹ کا فیصلہ کیا اور 22 فروری 2018 کو آپ کے دفتر کیس بنا کر بھیجا ہوا ہے۔ ریٹائرمنٹ کی تاریخ 6 جولائی 2018 لکھ لیا ہے۔ ساتھ ہی DDOShip چھوڑنے کی استدعا کی ہے۔ DDOShip کے سلسلے میں جب بھی بات ہوتی ہے تو یہ سرعام میرا مذاق اُڑاتے ہیں (اس سلسلے میں مَیں نے حشمت صاحب SPO-I سے بھی سفارش کروائی لیکن یہ نہیں مانے)

آج کا واقعہ:

سٹیئرنگ کمیٹی کی میٹنگ بتاریخ 27مارچ 2018 کو British Council کی Invoice کے سلسلے میں بلائی گئی ہے۔ ڈائریکٹر صاحب ایک ہفتے سے مجھے زور دے کر کہتے رہے کہ ایسے نکات نکالیں جس سے یہ Project ختم ہو جائے۔

میں نے MoU اور Agreement کی Termination کی شقیں دیکھائیں کہ Payment پھر بھی کرنی ہو گی۔ ہمیں صرف DAO ایبٹ آباد کے Observations کو Address کرنا ہے۔

جیسے ہی میں نے Presentation شروع کی تو چونکہ وہ اس کے کہنے کے مطابق نہ تھی تو اس نے مجھے دو دفعہ کہا "بکواس بند کرو"۔ میں نے عرض کیا کہ "سن تو لیں" تو آگے سے یہ گالی دیتے ہوئے میری طرف لپکے۔ میں بھی ڈر کے مارے فوراً اُٹھا اور ہاتھا پائی ہو گئی۔ ساتھیوں کے بیچ میں آنے سے اسے کوئی چیز لگی ہو گی جس سے اس کے چہرے پر نشان پڑ گیا۔ بعد میں اس نے اپنی قمیص کو پھاڑا جبکہ میری قمیص کے دو بٹن گر گئے تھے اور کوٹ پھٹ گیا تھا جس کو وقتی طور پر دفتر کے باہر درزی سے ٹھیک کروایا۔

جناب عالی!

بعد میں وہی Presentation میں نے اپنی ٹیم کے ساتھ مل کر فائنل کر دی اور آج ہی کے دن گوہر صاحب کے دو(2) چیکس پر دستخط کر کے ان کو حوالہ کئے (جس سے میری نیک نیتی ظاہر ہوتی ہے)۔

جناب عالی!

میں نے اب تک تقریباً 36 سال نوکری کی ہے جس کے دوران تقریباً 4 سال DCTE میں رہا۔ ہیڈ ماسٹر اور پرنسپل رہ چکا ہوں اور سات سال تک ADO بونیر رہا ہوں۔ میں نے کبھی بھی صبر کا دامن نہیں چھوڑا ہے اور یہاں بھی 6 سال ملازمت کو خیر باد کہہ کے امن سے نکلنا چاہتا ہوں لیکن مجھے پھر بھی دیوار سے لگایا جا رہا ہے۔ جبکہ گوہر علی خان کی ماضی اور حال آپ کے سامنے ہے۔

پس آپ صاحبان سے استدعا ہے کہ بتائے گئے نکات اور دونوں کی ماضی و حال کو سامنے رکھ کر تحقیقات کئے جائیں جس کے لئے ضروری ہے کہ دونوں فریق DCTE میں اپنی سیٹوں پر نہ ہوں تاکہ کسی بھی کرسی کی خوف اور ڈر کا امکان ختم ہو جائے۔

والسلام

ہدایت اللہ

21/3/2018

a T. a

GST No. 12-00-9808-002-73

TCS WE MOVE YOU

Shipper's A/c. No.
Reference / Job

History ID 0318ABTX27401608013726

5065136725

COURIER

Origin	Destination
ABT	PEW

From (Shipper)

HIDAYATULLAH
ADDL DIRECTOR TPD, DCTE
ABT .....

Phone#
SMS 03339693623
Email

To (Consignee)

ABID MAJEED
SECRETARY GOVT OF KPK
EPTT OF ESED PESHAWAR .....

Phone#

Sender's Authorization

I warrant that I have read the terms and conditions on the reverse of this consignment note and that all details given herein are true and correct. I further declare that the contents of this consignment do not contain any letter. The execution of this consignment note is prima facie evidence of the conclusion of contract between shipper and TCS (PVT) LTD.

Shipper's Signature

Shipment Detail | Coupon | Discount

Declared Value
0.00

Ref. No

Received by ایان رفیق
Dox on 26/3/2018

Receiver's Signature

Date 22/03/2018
Time 11:25:30

Booking Details

Staff 60801 FARHAN MEHMOOD
Route X27401 Date 22/03/2018 Time 11:25:30

Receiver's Signature | Receiving Time

Pieces	Weight
1	0.50

Dimension of Shipment
0 0 0

Service Type
OVERNIGHT

Mode of Payment
CASH

Charges	Pak. Rupees
Service	172.00
	0.00
Out of Serv	0.00
Handling	0.00
Others	0.00
GST	28.00
Ins.Chg	0.00
Partner Amt.	0
Total	200

Shipper Copy

TCS (Private) Limited
101-104, Civil Aviation Club Road, Karachi - 75202, Pakistan.
Tel: + 92 (21) 111 123 456, Web: www.tcs.com.pk

TCS HAZIR

A 24/7 courier pickup service allowing you to send your documents & parcels up to 25 kgs right from your doorstep. We promise to reach you in 60 minutes guaranteed, pick and pack your parcel, and forward to your desired destination. Be it a Holiday or 3am in the morning. We are HAZIR!

This service is initially available in Karachi, Lahore, Islamabad & Rawalpindi

History ID 0318ABTX27401608013726

TERMS & CONDITIONS

VISA SERVICE DISCLAIMER

1 AFTER ACCEPTANCE OF VISA APPLICATION(S) PERFORTIA OR ANY OTHER DOCUMENT(S) FOR SUBMISSION TO THE CONCERNED EMBASSY/CONSULATE, TCS (PVT) LIMITED WILL BE NO WAY, HOWSOEVER HELD RESPONSIBLE FOR THESE DOCUMENTS AFTER DELIVERY OF THE DOCUMENT(S) AND TO THE CONCERNED EMBASSY/CONSULATE.

2 TCS (PVT) LIMITED IS RESPONSIBLE ONLY FOR THE SAFE CARRIAGE/TRANSPORTATION OF THE VISA APPLICATION DOCUMENTS AND DOES NOT GUARANTEE EMBASSY SANCTION OF VISA IN ANY MANNER.

3 TCS (PVT) LIMITED WILL NOT BE RESPONSIBLE IF ANY PART OF YOUR DOCUMENTS PACKAGE GET WHOLLY OR REPLACED LOST, DAMAGED OR DELAYED BY THE CONCERNED EMBASSY/CONSULATE.

4 THE FEE FOR PROCESSING OF VISA(S) PROVIDED BY THE CONCERNED EMBASSY/CONSULATE FOR ALL TYPES OF VISA IS ONLY AN ESTIMATE. TCS(PVT) LIMITED WILL NOT BE HELD RESPONSIBLE FOR ANY DIFFERENCE CAUSED BY THE COPA SERVED EMBASSY/CONSULATE.

AFTER READING THE ABOVE AND INDERSTANDING THE SAME, AND BY SIGNING THE DECLARATION, TCS (PVT) LIMITED IS ALL LIABILITIES CLAIMS, SUITS, ETC AND HAVE AGREED THAT TCS WILL ONLY BE RESPONSIBLE FOR THE SAFE CARRIAGE OF YOUR DOCUMENTS, WHICH IS THE PRIMARY FUNCTION AND RESPONSIBILITY OF TCS (PVT) LIMITED.

INTERNATIONAL

BY THE GENERAL CONDITIONS OF SETTING THE CONDITIONS OF CONTRACT WHICH ARE APPLICABLE TO THIS CARRIAGE THE LIABILITY OF TCS (PVT) LIMITED IS CONTENDED BY THE EXEMPTIONS ON CLAUSES (SEE CLAUSE 6A AND 6B OF THE GENERAL CONDITIONS OF CONTRACT BEMENTS ARE THEREBY ADVISED TO SEEK FREE OWN RISK COVER ON ANY AREA IN WHICH LIABILITY AND FAULT ARE NOT ACCEPTED BY TCS PRIVATE LIMITED

IMPORTANT NOTE:

IN THE CONTRACTS FOR CARRIAGE WE ARE AND INVESTED ARE TREATY DESTINATION OR STOP IN A COUNTRY OTHER THEN THE COUNTRY OF DEPARTURE THE WARSAW CONVENTION MAY BE APPLICABLE AND THE CONVENTION GOVERNS AND IN MOST CASES LIMITS THE LIABILITY OF CARRIERS IN THE RESPECT OF LOSS OR DAMAGE TO CARGO

CODE BRIEF CONDITIONS OF CONTRACT SHIPMENT FORM

THIS CONTRACT IS SUBJECT TO THE GENERAL CONDITIONS OF TCS PRIVATE LIMITED CURRENT AT THE DATE OF THIS WAYBILL A COPY OF WHICH MAY BE INSPECTED AT ANY TCS PRIVATE LIMITED OFFICE AND A COPY OF WHICH WILL SUPPLIED BY TCS PRIVATE LIMITED TO THE SENDER UPON REQUEST FOR CONVENIENCE SENDER OF THESE CONDITIONS ARE REPEATED HERE AND IT IS AGREED BETWEEN THE PARTIES THAT THE PROVISIONS OF THE CONDITIONS OF CONTRACT (SHIPMENT FORM FOR WAYBILL) INCLUDES ALL OTHER PROVISIONS OF THE GENERAL CONDITIONS ON CONTRACT NOTWITHSTANDING THEIR OMISSION FROM THIS WAYBILL

1 IN THESE CONDITIONS

"CARRIAGE" SHALL MEAN THE WHOLE OF THE OPERATIONS AND SERVICE UNDERTAKEN BY TCS PRIVATE LIMITED IN RESPECT OF THE CONSIGNMENT AND INCLUDES HANDLING AND STORAGE.

"PROHIBITED ITEM" MEANS ANY HAZARDOUS OR OTHER STRIKE MATERIALS INCLUDING FLUIDS, PAINTS, ACIDS, CHEMICALS, EXPLOSIVES OR RADIOACTIVE MATERIALS, FIREARMS OR PARTS THEREOF, DRUGS, LIVE OR DEAD PLANTS OR ANIMALS, PERISHABLE OR NON PERISHABLE PRINTED COMMITTED AND LIQUOR, FINE ARTS AND ANTIQUES, LITERATURE OR MATERIALS THAT MAY BE PORNOGRAPHIC, OFFENSIVE OR POLITICALLY SENSITIVE, PRECIOUS STONES OR JEWELRY INCLUDING COMMERCIAL CARGO'S OR INDUSTRIAL DIAMONDS, METALS, METAL GOODS OR SILVER, LEATHER, TIMBER, DUST, TOBACCO, ANTIQUES OR ANY OTHER ITEM CURRENCY (PAPER OR COIN) OF ANY NATIONALITY, NEGOTIABLE SECURITIES, STOCKS BONDS (BEARER CARD) CHEQUES OR STAMPS, NEGOTIABLE CARRIER'S CHEQUES, MONEY ORDERS OR TRAVELLERS CHEQUES AND ANY CONSIGNMENT FREE CARRIAGE OF WHICH IS PROHIBITED BY ANY APPLICABLE LEGISLATION OR REGULATIONS.

2 TCS PRIVATE LIMITED IS NOT A COMMON CARRIER AND ACCEPTS NO LIABILITY AS AN OR THE CARRIAGE OF DOCUMENTS AND GOODS IS PERFORMED BY TCS PRIVATE LIMITED BUSINESS ONLY TO THOSE CONDITIONS. NO PERSON HAS THE AUTHORITY OF TCS PRIVATE LIMITED TO VARY OR WAIVE THESE CONDITIONS AND TCS PRIVATE LIMITED RESERVES THE RIGHT TO REFUSE THE CARRIAGE OF CONSIGNMENTS PER ANY SENDER AND THE CARRIAGE OF ANY CLASS OF CONSIGNMENT AT ITS DISCRETION WHETHER REFUSE OR AFTER CARRIAGE HAS COMMENCED AND NO SUCH REFUSAL SENDER SHALL HAVE NO RIGHT OF RECOURSE AGAINST TCS PRIVATE LIMITED

3 THIS WAYBILL INCLUDING THESE CONDITIONS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN TCS PRIVATE LIMITED AND SENDER WHERE ANY CONSIGNMENT IS TENDERED TO TCS PRIVATE LIMITED WITH OR AS ON WRITTEN INSTRUCTIONS WHICH MAY CONFLICT WITH THESE CONDITIONS, TCS PRIVATE LIMITED SHALL NOT BE BOUND BY SUCH INSTRUCTIONS NOR SHALL SUCH INSTRUCTIONS BE CONSIDERED AS A VARIATION OF THESE CONDITIONS OR A WAIVER OF ANY OF THE RIGHTS OR LIABILITIES OR LIABILITIES OF LIABILITY THEREUNDER EVEN BY THE INSTANCE WHERE TCS PRIVATE LIMITED BY CONDUCT HAS APPARENTLY ACCEPTED THE CONSIGNMENT ON THE BASIS OF THE FOREGOING.

4 (I) IT IS AGREED THAT THE PERSON DELIVERING THE CONSIGNMENT TO TCS PRIVATE LIMITED FOR CARRIAGE IS AUTHORISED TO BIND THE WAYBILL AND THE SENDER

(II) SENDER WARRANTS THAT HE HAS THE AUTHORITY OF EACH PERSON HAVING ANY INTEREST IN THE CONSIGNMENT TO ENTER INTO THIS CONTRACT

(III) WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING SENDER SHALL INDEMNIFY TCS PRIVATE LIMITED AGAINST ANY LIABILITY WHATSOEVER IN RESPECT OF THE CONSIGNMENT TO ANY PERSON HAVING NO SUCH REFUSAL SENDER SHALL HAVE ANY INTEREST IN THE CONSIGNMENT OR ANY PART THEREOF

5 (I) TCS PRIVATE LIMITED AND ANY SUBCONTRACTOR SHALL BE ENTITLED TO SUBCONTRACT ON ANY TERMS THE WHOLE OR ANY PART OF THE CARRIAGE

(II) SENDER UNDERTAKES THAT NO CLAIM OR ALLEGATION SHALL BE MADE WHETHER BY SENDER OR BY ANY OTHER PERSON WHO IS OR MAY HERE AFTER BE INTERESTED IN THE CONSIGNMENT AGAINST ANY PERSON BY WHOMSOEVER IN ANY CAPACITY WHATSOEVER THE CARRIAGE OR ANY PART THEREOF IS PERFORMED OR UNDERTAKEN WHO IS IMPLIED OR ATTEMPTS TO IMPLEAD UPON ANY SUCH PERSON LIABILITY WHATSOEVER IN CONNECTION WITH THE CONSIGNMENT WHETHER OR NOT ARISING OUT OF NEGLIGENCE OR THE FAULT OF SUCH PERSON AND IF SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELESS BE MADE BY INDEMNITY THE PERSON AGAINST WHOM SUCH CLAIM OR ALLEGATION IS MADE AGAINST THE CONSIGNEE IN THEREOF

5A IN CONSIDERATION OF THE PAYMENT BY SENDER OF THE AD VORATIE FREIGHT LIABILITY LIEN AT THE RATE SPECIFIED IN THE PUBLISHED RATES TCS PRIVATE LIMITED WILL ACCEPT LIABILITY TO SENDER FOR DAMAGES FOR BREACH OF THIS CONTRACT OTHER THAN FOR CONSEQUENTIAL OR IN CONTRA LOSS UP TO A MAXIMUM OF ONE HUNDRED UNITED STATES DOLLARS (100$ OR THE EQUIVALENT IN THE CURRENCY OF THE COUNTRY FROM WHICH THE CONSIGNMENT IS SENT) PROVIDED THAT TCS PRIVATE LIMITED WILL ACCEPT LIABILITY TO SENDER FOR DAMAGES FOR BREACH OF THIS CONTRACT UP TO SUCH OTHER MAXIMUM AMOUNT IF ANY AS MAY BE AGREED BY ANY OTHER CONTRACT IN WRITING BETWEEN SENDER AND TCS PRIVATE LIMITED PROVIDING FURTHER EXTENDED LIABILITY

5B SUBJECT ONLY TO CLAUSE 6A HEREOF TO THE EXTENT THAT THE CARRIAGE PERFORMED HEREUNDER BY TCS PRIVATE LIMITED CONSTITUTE "INTERNATIONAL CARRIAGE" AS DEFINED BY THE WARSAW CONVENTION THEN SUCH CARRIAGE IS SUBJECT TO THE RULES RELATING TO LIABILITY ESTABLISHED IN THE SAID WARSAW CONVENTION AND ANY EVENT TO THE LIMITATION OF LIABILITY SPECIFIED IN SUB-CLAUSES (I), (II), (III), AND (IV) BELOW

(I) SUBJECT ONLY CLAUSE 6A AND TO SUB-CLAUSE (II) BELOW TO THE EXTENT CARRIAGE PERFORMED HEREUNDER BY TCS PRIVATE LIMITED DOES NOT CONSTITUTE "INTERNATIONAL CARRIAGE" AS DEFINED IN SUB-CLAUSE (II) BELOW AND TCS PRIVATE LIMITED SHALL HAVE NO LIABILITY FOR ANY BREACH OF THIS CONTRACT OR FOR WHOLSOEVER OR OTHER WISE THEN IN ANY EVENT SUCH LIABILITY SHALL NOT EXCEED TWENTY U.S. DOLLARS (20$) OR EQUIVALENT OF THE CONSIGNMENT OR OF THE APPLICABLE PART THEREOF

(II) NOTWITHSTANDING THE FOREGOING THE LIABILITY OF TCS PRIVATE LIMITED SHALL IN NO CASE EXTEND TO INDIRECT OR CONSEQUENTIAL DAMAGE, LOSS OR EXPENSE INCLUDING (WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING) LOSS OF PROFITS OR LOSS OF CONTRACT WHEREVER CALSED

(IV) THE LIMITATION AND EXCLUSIONS CONTAINED IN THIS CLAUSE SHALL APPLY TO ALL LOSS OF OR DAMAGE TO OR DETERIORATION OF THE CONSIGNMENT OR MISDELIVERY OR FAILURE TO DELIVER OR DELAY IN DELIVERY OF THE CONSIGNMENT FOR ANY REASON WHATSOEVER INCLUDING WITHOUT LIMITED THE FOREGOING THE NEGLIGENCE OR BREACH OF CONTRACT BY TCS PRIVATE LIMITED OR DEFAULT OF TCS PRIVATE LIMITED OR OTHER WHETHER OR NOT THE SAME OCCURS IN THE COURSE OF THE PERFORMANCE BY OR ON BEHALF OF TCS PRIVATE LIMITED OF THE CONTRACT OR IN EVENT WHICH ARE IN THE CONTEMPLATION OF OR POSSIBLE ARE BY TCS PRIVATE LIMITED AND SENDER OR WHICH WOULD CONSTITUTE A FUNDAMENTAL BREACH OF THE CONTRACT OR A BREACH OF A FUNDAMENTAL TERM THEREOF

TCS PRIVATE LIMITED SHALL BE REASONABLE BE REQUIRED TO APPROVE TO ARRANGE SUCH SHALL NOT BE LIABLE FOR ANY PENAL FINE IMPOSED OR LOSS INCURRED DUE TO DELAY BY CUSTOMS AUTHORITIES OR DUE TO THE CONSIGNMENT BEING REFUSED BY CUSTOMS OR OTHER AUTHORITIES AND SENDER SHALL INDEMNIFY TCS PRIVATE LIMITED ON DEMAND IN RESPECT OF ANY SUCH PENALTY OR LOSS.

5A TCS PRIVATE LIMITED SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE TO SHIPMENT OR MISDELIVERY OF SHIPMENT WHICH MAY BE CALSED BY CIRCUMSTANCES BEYOND ITS RESONABLE CONTROL SUCH CIRCUMSTANCES MAY BUT DO BUT ARE NOT RESTRICTED TO THE FOLLOWING

(I) ACT OF GOD E.G. EARTHQUAKE, CYCLONE, FLOODS ETC

(II) PUBLIC MARTIAL LAW DECLARED OR UNDECLARED, CIVIL DISTURBANCE, PLANE CRASH, AND FIREARMS ETC

(III) ANY DEFECT OR CHARACTERISTIC TO THE NATURE OF SHIPMENT EVEN IF KNOWN AT THE TIME OF ACCEPTANCE

(IV) ANY ACT OF COMMISSION OR OMISSION OF A PARTY OTHER THAN TCS PRIVATE LIMITED SUCH AS THE DEFAULT

(V) ANY INTERMEDIATE THIRD PARTY

(VI) CUSTOMS OR OTHER GOVERNMENT AUTHORITIES

(VII) OTHER CAUSES WHICH TCS PRIVATE LIMITED MAY HAVE A CONTRACTUAL ARRANGEMENT FOR REFUSING, LOSS OR NOT SERVED BY TCS PRIVATE LIMITED

DIRECTLY TCS PRIVATE LIMITED SHALL NOT BE LIABLE FOR ANY DAMAGE OR LOSS OF EVEN IF THE SENDER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE

(VIII) TCS PRIVATE LIMITED SHALL NOT BE LIABLE FOR ANY ELECTRICAL OR MAGNETIC DAMAGE TO OR ERASURE OF ELECTRONIC OR PHOTOGRAPHIC IMAGES OR RECORDINGS

6 (I) THE CHARGES OF TCS APPLICABLE TO THE CONSIGNMENT SHALL BE THOSE RULING AT DATE CARRIAGE COMMENCE AS SHOWN IN THE PUBLISHED RATES AND SERVICE CALSED THE CHARGES. THE PUBLISHED RATES WHICH ARE EXCLUSIVE OF VALUE ADDED TAX AND CUSTOMS DUTY SHOULD APPLY AND ARE SUBJECT TO CHANGE UP TO THE DATE UPON WHICH CARRIAGE COMMENCES WITHOUT PRIOR NOTICE

(II) THE CHARGES SHALL BE DEMANDED FULLY EXPENDED AS SOON AS THE CARRIAGE IS COMMENCED AND SHALL BE PAYABLE AND NON REFUNDABLE IN ANY EVENT

(III) INVOICES ARE PAYABLE WITHIN SEVEN (7) DAYS OF THE INVOICE DATE AND SENDER AGREES THAT IT SHALL NOT DEFER OR WITHHOLD PAYMENT PURSUANT TO ANY INVOICE OR DEDUCT ANY AMOUNT FROM THE AMOUNT OF TCS PRIVATE LIMITED BY REASON OF ANY CLAIM IT MAY ALLEGE AGAINST TCS PRIVATE LIMITED

(IV) TCS PRIVATE LIMITED RESERVES THE RIGHT TO CHARGE INTEREST ON ALL AMOUNT DUE TO TCS COMMENCING WITHIN (7) DAYS AFTER THE INVOICE DATE CALCULATED ON A DAILY BASIS AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM UNTIL SUCH TIME AS THE INVOICE HAS BEEN FULLY PAID

6A SENDER EXPRESSLY WARRANTS TO TCS PRIVATE LIMITED THAT

(I) THE PARTICULARS RELATING TO THE CONSIGNMENT AS SHOWN ON THE WAY BILL (INCLUDING THE DECLARED VALUE OR CUSTOMS) ARE CORRECT AND THAT THE CONSIGNMENT IS ADEQUATELY LABELLED AND ADDRESSED TO ENABLE EFFECTIVE DELIVERY TO BE MADE WITHOUT DELAY

(II) THE CONSIGNMENT DOES NOT CONTAIN ANY PROHIBITED ITEM

(III) THE ITEM COMPRISING THE CONSIGNMENT TENDERED FOR CARRIAGE AND NOT CONTAIN SPIRITS OR EXPLOSIVE GASES WHICH ARE OR MAY BECOME DANGEROUS INFLAMMABLE OR OTHERWISE THE CLEANING HERMETICALLY MATERIALS OR WHICH ARE OR MAY BECOME LIABLE TO DAMAGE ANY PROPERTY WHATSOEVER IN THE VICINITY OF TCS PRIVATE LIMITED AND SUCH ITEM IS LIABLE TO BECOME DANGEROUS, INFLAMMABLE, EXPLOSIVE VOLATILE, OFFENSIVE OR OF A DAMAGING NATURE THE SAME MAY AT ANY TIME BE DESTROYED BEFORE OR ABANDONED OR SEPARATED HAMPERED BY TCS PRIVATE LIMITED OR ITS AGENT WITHOUT COMPENSATION TO SENDER AND WITHOUT PREJUDICE TO THE RIGHT OF TCS PRIVATE LIMITED TO REFUSE TO ANY CHARGES OR EXPENSES REGARDING IN EACH AND EVERY EVENT THE SENDER SHALL BE LIABLE FOR ALL LOSS AND DAMAGES CALSED THEREBY

IT IS EXPRESSLY FOR ANY SUCH ITEMS AND ALL RESTRICTIONS RELATING TO THE NATURE, PACKAGING, LABELING, PLACE OF ORIGIN OR WHOSOEVER OTHERWISE RELATING TO THE CARRIAGE, AND THE CONSIGNMENT PACKED IN A MANNER ADEQUATE TO WITHSTAND THE ORDINARY RISKS OF CARRIAGE HAVING REGARD TO ITS NATURE.

7 SENDER INDEMNIFIES TCS PRIVATE LIMITED AGAINST ANY LIABILITY WHATSOEVER RESULTING FROM OR ARISING OUT OF THE BREACH OF ANY WARRANTY SET OUT IN CLAUSE 6A.

8 IN ANY EVENT SUBJECT ONLY TO CLAUSE 6B

IN CASE THE SENDER INTENDS TO NOTIFY ANY CLAIM IN RESPECT OF THE SHIPMENT UNDER THIS CONTRACT, SUCH NOTIFICATION OF CLAIM SHALL BE MADE BY WRITING WITHIN 30 DAYS OF THE DATE OF SHIPMENT. IT IS CLEARLY UNDERSTOOD BY THE SENDER THAT IT MAY NOT BE POSSIBLE FOR TCS PRIVATE LIMITED TO RESPOND TO ANY NOTIFICATION OF CLAIM MADE AFTER THE EXPIRY OF THE SAID PERIOD OF 30 DAYS.

DOMESTIC

BY PURCHASING MATERIALS FOR SHIPMENT VIA TCS (PRIVATE) LIMITED THE SENDER AGREES TO THE TERMS AND CONDITIONS STATED HEREIN AND TO TCS (PRIVATE) LIMITED'S STANDARD TERMS OF CARRIAGE WHICH ARE INCORPORATED INTO THIS CONTRACT FOR REFERENCE AND WHICH ARE AVAILABLE FOR INSPECTION AT ANY TCS OFFICE. NO AGENT OR EMPLOYEE OF TCS OR THE SHIPPER MAY ALTER OR MODIFY THESE TERMS AND CONDITIONS. IN THESE TERMS AND CONDITIONS (EXCEPT DELIVERY SHALL BE CONSTRUED TO MEAN DELIVERY ON THE WORKING DAY FALLING IMMEDIATELY AFTER THE DAY ON WHICH THE CONSIGNMENT IS DELIVERED.

1 THE CONSIGNMENT NOTE

THIS CONSIGNMENT NOTE IS NON NEGOTIABLE AND THE SHIPPER ACKNOWLEDGES THAT IT HAS BEEN PREPARED BY THE SHIPPER OR BY TCS (PRIVATE) LIMITED ON BEHALF OF THE SHIPPER. THE SHIPPER WARRANTS THAT IT IS THE OWNER OR THE OWNER TRANSPORTER OR AN OWNER, OR IT IS THE AUTHORISED AGENT OF THE OWNER OF THE GOODS, AND THAT IT HEREBY ACCEPTS TCS (PRIVATE) LIMITED'S TERMS AND CONDITIONS FOR THIRD AND AS AGENT FOR AND ON BEHALF OF ANY OTHER PERSON HAVING ANY INTEREST WHATSOEVER IN THE SHIPMENT

2 SHIPPING DECLARATION AND ACKNOWLEDGEMENT

(A) THE SHIPPER WARRANTS THAT EACH ARTICLE IS PROPERLY AND ACCURATELY DESCRIBED ON THE CONSIGNMENT NOTE AND HAS BEEN DECLARED BY TCS (PRIVATE) LIMITED TO BE THE CORRECT VALUE FOR TRANSPORTATION AND THAT THE SHIPMENT IS PROPERLY MARKED AND ADDRESSED AND PACKED TO EASE IT SAFE TRANSPORTATION WITH ORDINARY CARE IN HANDLING.

(B) THE SHIPPER HEREBY ACKNOWLEDGES THAT TCS (PRIVATE) LIMITED MAY ABANDON AND/OR SEPARATE ANY ITEM CONSIGNED BY THE SHIPPER TO TCS (PRIVATE) LIMITED WHICH IS IN TCS (PRIVATE) LIMITED'S HAS DETERMINED AS BEING UNSATISFACTORY AND IN BREACH OF INTERNATIONAL BORDER SECTIONS WHETHER INTERNATIONALLY OR OTHERWISE WITHOUT INCURRING ANY LIABILITY WHATSOEVER OF THE SHIPPER AND THE SHIPPER WILL SAVE AND DEFEND INDEMNIFY AND HOLD TCS (PRIVATE) LIMITED HARMLESS FROM ALL CLAIMS, DAMAGES FINES AND EXPENSES ARISING THEREOF

(C) THE SHIPPER HEREBY ACKNOWLEDGES AND UNDERTAKES THAT THE SHIPPER SHALL PAY TO TCS (PRIVATE) LIMITED ALL TAXES, DEVIATION WHICH MAY BE LEVIED ON THE SHIPPER OVER DURING TRANSPORTATION TO THE DESTINATION. THE SHIPPER FURTHER UNDERTAKES THAT ANY COSTS/EXPENSES INCURRED BY TCS (PRIVATE) LIMITED ON ACCOUNT OF NON PAYMENT OF THESE TAXES/LEVIES OR THEIR BY THE CONSIGNEE WILL ALSO BE RECOVERABLE FROM THE SHIPPER PRIOR TO HANDING OVER THE POSSESSION OF THE SHIPPED GOODS TO THE CONSIGNEE.

(D) THE SHIPPER HEREBY CONFIRMS THAT THE SHIPPED GOODS ARE PROPERLY AND ADEQUATELY PACKED FOR TRANSPORTATION BY AIRLOAD AND TCS (PRIVATE) LIMITED IS NOT LIABLE FOR ANY DAMAGE CAUSED TO THE GOODS DURING TRANSPORTATION WHICH COULD HAVE BEEN AVOIDED BY PROPER PACKING.

RIGHT TO INSPECTION OF SHIPMENT

TCS (PRIVATE) LIMITED HAS THE RIGHT BUT NOT THE OBLIGATION TO INSPECT ANY SHIPMENT INCLUDING, WITHOUT LIMITATION, OPENING THE SHIPMENT. TCS (PRIVATE) LIMITED SHALL BE ENTITLED TO REFUSE TO TRANSPORT ANY SHIPMENT WHICH, UPON SUCH INSPECTION, IS FOUND TO VIOLATE ANY OF THESE TERMS AND CONDITIONS. TCS (PRIVATE) LIMITED SHALL NOTIFY THE SHIPPER OF SUCH REFUSAL WITHIN 3 DAYS THEREAFTER AND THE SHIPPER MAY THEN COLLECT THE SHIPMENT AFTER PAYING ITS CHARGES, WAREHOUSING/OTHER CHARGES IN RESPECT THEREOF.

4 LIEN ON GOODS

TCS (PRIVATE) LIMITED SHALL HAVE A LIEN ON ANY GOODS SHIPPED IN RESPECT OF ALL FREIGHT CHARGES, LEVIES, TAXES, OTHER, DUTIES, ADVANCES OR OTHER CHARGES OF ANY KIND ARISING OUT OF THE TRANSPORTATION HEREUNDER AND MAY REFUSE TO RELEASE POSSESSION OF THE GOODS UNTIL SUCH CHARGES ARE PAID

5 LIMITATION OF LIABILITY

THE SHIPPER AGREES THAT IN CASE OF ANY DAMAGE OR LOSS TO THE SHIPMENT OR ANY PART THEREOF TCS (PRIVATE) LIMITED SHALL BE ENTITLED TO HAVE THE SAME ASSESSED BY ALLOTED THEIR SURVEYOR INDEPENDENT SURVEYORS WHO SHALL PREPARE A REASONABLE EVALUATION OF THE DAMAGE/LOSS CAUSED TO THE SHIPMENT. TCS (PRIVATE) LIMITED SHALL THEREAFTER BE FURTHER ENTITLED TO PAY COMPENSATION TO THE SHIPPER IN TERMS OF THE SAID EVALUATION OF THE REVISIONS PROVIDED ALWAYS THAT THE MAXIMUM LIABILITY OF TCS (PRIVATE) LIMITED TO PAY ANY COMPENSATION FOR DAMAGE/LOSS TO THE SHIPMENT SHALL IN NO CASE EXCEED RS. 100 PER KG OF THE DAMAGED/LOST SHIPMENT

6 CONSEQUENTIAL DAMAGES NOT INCLUDED

TCS (PRIVATE) LIMITED SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL SPECIAL DAMAGES OR OTHER INDIRECT LOSS, WHATSOEVER ARISING WHETHER OR NOT TCS (PRIVATE) LIMITED HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING, BUT NOT LIMITED TO, LOSS OF INCOME.

7 SHIPMENT NOT ARRIVED

THE SHIPPER HEREBY DULY ACKNOWLEDGES HAVING BEEN INFORMED BY TCS (PRIVATE) LIMITED THAT THE SHIPMENT SHALL BE TRANSPORTED BY ROAD AND SHALL THE SHIPMENT BE REPAIRED TO ALL RISKS USUALLY TO BE ASSOCIATED WITH SUCH MODE OF TRANSPORTATION. SUBJECT TO THE APPROVALS TCS (PRIVATE) LIMITED WILL ENDEAVOUR TO EXERCISE THE BEST EFFORTS TO PROVIDE EXPECTOUR DELIVERY IN ACCORDANCE WITH REGULAR DELIVERY SCHEDULE. TCS (PRIVATE) LIMITED WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DELAY IN PICK UP, TRANSPORTATION OR DELIVERY OF ANY SHIPMENT, REGARDLESS OF THE CAUSE OF SUCH DELAY FURTHER, TCS (PRIVATE) LIMITED SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, INCORRECT DELIVERY OR NON DELIVERY

(A) DUE TO ACTS OF GOD, PUBLIC MARTIAL OR ANY OTHER CAUSE BEYOND THE CONTROL OF TCS (PRIVATE) LIMITED

(B) CAUSED BY

(1) THE ACT BEHALF OF OMISSION OF THE SHIPPER, THE CONSIGNEE OR ANY OTHER PARTY WHO CLAIMS AN INTEREST IN THE SHIPMENT (INCLUDING BUT NOT LIMITED TO THE VIOLATION OF ANY ITEM IN CONDITION 10 ABOVE)

(2) THE NATURE OF THE SHIPMENT FOR ANY DEFECT, CHARACTERISTICS OR INHERENT VICE THEREOF

(3) ELECTRICAL OR MAGNETIC FAILURE, ERASURE OF OTHER SUCH DAMAGE TO ELECTRONIC OR PHOTOGRAPHIC IMAGES OR RECORDING IN ANY FORM

8 CLAIMS

(A) ANY CLAIMS MUST BE MADE IN WRITING BY THE SHIPPER AND DELIVERED IN WRITING TO THE OFFICES OF TCS (PRIVATE) LIMITED NEAREST LOCATION AT WHICH THE SHIPMENT WAS ACCEPTED WITHIN 15 DAYS OF SUCH ACCEPTANCE. NO CLAIM SHALL BE ENTERTAINED BY TCS (PRIVATE) LIMITED OUTSIDE OF THE TIME LIMIT, AND THE SAME SHALL NOT BE DEDUCTED FROM ANY TRANSPORTATION CHARGES OWED TO TCS (PRIVATE) LIMITED

(B) NO CLAIM FOR LOSS OR DAMAGE WILL BE ENTERTAINED UNTIL ALL TRANSPORTATION CHARGES HAVE BEEN PAID. THE AMOUNT OF ANY SUCH CLAIM MAY NOT BE DEDUCTED FROM ANY TRANSPORTATION CHARGES OWED TO TCS (PRIVATE) LIMITED.

9 APPLICABILITY

THESE TERMS AND CONDITIONS SHALL APPLY TO AND BIND TO THE BENEFIT OF TCS (PRIVATE) LIMITED AND ITS AGENTS

10 MATERIALS NOT ACCEPTABLE FOR TRANSPORT

TCS (PRIVATE) LIMITED DOES NOT CARRY

CURRENCY	PLANTS	NEGOTIABLE INSTRUMENTS IN BEARER FORMS	
JEWELLERY	CONTRABAND DRUGS	LIVESTOCK AND OF FOREIGN/FAUNA MATERIALS	
BULLION	WORKS OF ART	INDUSTRIAL CARGOS AND DIAMONDS	
ANTIQUES	PERIODICAL	DATA DESTRUCTED ARTICLES (INCLUDING BUT NOT	
LIQUOR		EXPLOSIVES	LIMITED HAZARDOUS OR OTHER SIMILAR MATERIALS
STAMPS		ANIMALS	PROPERTY THE CARRIAGE OF WHICH IS
PRECIOUS METALS	FIREARMS	PROHIBITED BY ANY LAW, REGULATION OR STATUTE	
RESTRICTED OR OR NARCOTICS		FIRE ARMS	OF ANY PROVINCE OR FEDERAL GOVERNMENT OF PAKISTAN

IN COMPLIANCE WITH PAKISTAN POST OFFICE ACT, 1898 TCS (PRIVATE) LIMITED WOULD NOT ACCEPT LETTERS OR PARTCARDS AS THEIR CARRIAGE IS THE EXCLUSIVE PRIVILEGE OF THE FEDERAL GOVERNMENT

11 INSURANCE

(A) AT THE REQUEST OF THE SHIPPER AND UPON PAYMENT PER RATE, TCS (PRIVATE) LIMITED WILL ARRANGE INSURANCE ON BEHALF OF THE SHIPPER

(B) THE INSURANCE COVERAGE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS CONTAINED IN THE POLICY OF INSURANCE ISSUED BY THE INSURANCE COMPANY

(C) CONSEQUENTIAL DAMAGES AND LOSS OR DAMAGE DIRECTLY RESULTING FROM DELAYS OF TRANSPORTATION AND NOT COVERED BY ANY SUCH POLICY OF INSURANCE

(16)

Anx B1 (1)

To

The Director,
Curriculum & Teacher Education,
Khyber Pakhtunkhwa, Abbottabad.

Subject: **APPLICATION FOR THE SHIFTING OF DDO SHIP TO ANOTHER ONE DUE TO MY PRE-MATURE RETIREMENT.**

R/Sir,

With your honour to state that I have the DDO ship responsibility (AD ~~835~~ 5179) Directorate of Curriculum and Teacher Education Abbottabad) and I served whole heartedly but I have applied for pre-mature retirement w.e.f 06-07-2018. For the audit purpose and pre-requisite documentation, I need the stoppage of my DDO ship w.e.f.01-03-2018.

It is hereby requested to change my name from the DDO ship, so that to prepare retirement documents within the time frame, please

Yours obediently,

13/2/2018

Hidayatullah
Additional Director TPD
DCTE Abbottabad

Submit
Pl. [illegible]
13/2

C.T.C

(17) 2 Anx B2

1) Pre - 1

Mr. Hidayatullah, Additional Director (TPD) is going to be retired from service on 6-7-2018 and requesting for stoppage of DDO Ship of ~~AD~~ DDO Code AD 5179 from 28-2-2018.

2) Any other suitable officer from this Directorate may very kindly be appointed as DDO of AD 5179.

21/2/018.

(3) AD/(A)

It is submitted that the Addl. Director (TPD) has applied for pre-mature retirement w.e.f. 6-7-2018, Presently he is DDO for the Audit & Trg. Component and which is opened in the name of Addl. Director (TPD) AD5179. He has requested to change the DDO ship of the said DDO Code.

Submitted for your kind perusal/ further orders please.

23/2

4) Director. pl. discuss

5) DD (A)

C.T.C

(18) ضمیمہ ب

Anx B3

بحضور جناب سیکرٹری صاحب گورنمنٹ آف خیبر پختونخوا ایلمنٹری اینڈ سیکنڈری ایجوکیشن، پشاور

درخواست بمراد تنسیخ ریٹائرمنٹ کیس

جناب عالی!

مؤدبانہ گزارش ہے کہ میں نے پری میچور ریٹائرمنٹ کے لئے 22-03-2018 کو درخواست دی ہے جو کہ آپ صاحبان کے رجسٹر اندراج نمبر 1722 بتاریخ 02-03-2018 موجود ہے۔

موجودہ حالات میں، مَیں اپنے فیصلے پر نظر ثانی کرتے ہوئے ریٹائرمنٹ کے کاغذات واپس لینے کی استدعا کرتا ہوں۔

اُمید ہے آپ استدعا منظور کر کے میری ریٹائرمنٹ کے کاغذات واپس کر کے مجھے مزید کام کرنے کی اجازت دینگے۔

شکریہ۔

ہدایت اللہ 25/3/2018

سابقہ ایڈیشنل ڈائریکٹر (TPD)

ڈی سی ٹی ای ایبٹ آباد

SO (Sec) Accounts

Mr. Hab proceed on the previous application

25/3/2018

e.t.c

(19)

Anx "C"

REGISTERED

GOVERNMENT OF KHYBER PAKHTUNKHWA
ELEMENTARY & SECONDARY EDUCATION DEPARTMENT

Dated Peshawar the September 18, 2018

NOTIFICATION

No. SO(SM)E&SED/4-14/2018/Hidayat Ullah Add. Director DCTE: The Competent Authority/ Chief Secretary Khyber Pakhtunkhwa has been pleased to constitute the Inquiry Committee comprising the following officers to conduct formal inquiry against Mr. Hidayat Ullah, officer of BS-19 (Teaching Cadre) Ex-Additional Director, Directorate of Corriculum & Teacher Education Khyber, Abbottabad (now at the disposal of Directorate of E&SE Peshawar) for the charges mentioned in the Charge Sheet and Statement of Allegations;

iii. Syed Kamran Shah (PCS BS-20).Secretary Housing Department.

iv. Mr. Ahmad Jan, Principal (BS-20), GHSS No.1 Charsadda.

2. The Inquiry Committee shall submit report to the Competent Authority within (30) days positively (Copies of Charge Sheet & Statement of Allegations are enclosed herewith).

SECRETARY

Endst: of even No. & Date :-

Copy forwarded to the:

1. Syed Kamran Shah (PCS BS-20).Secretary Housing Department..
2. Mr. Ahmad Jan, Principal (BS-20), GHSS No.1 Charsadda.
3. Mr. . Hidayat Ullah officer of BS-19 (Teaching Cadre) Ex-Additional Director Directorate of Corriculum & Teacher Education Khyber Abbottabad (now at the disposal of Directorate of E&SE Peshawar)
4. Director DCTE KPK Abbottabad.
5. Director, E&SE Khyber Pakhtunkhwa, Peshawar.
6. District Education Officer (Male), Charsadda.
7. PS to Secretary E&SE Department, Khyber Pakhtunkhwa.
8. Office order file.

(MIAN HUSSAIN DIN)
SECTION OFFICER (SCHOOLS MALE)

DD(M)

1694

(20)

Anx C

CHARGE SHEET

I, Mehmood Khan, Chief Minister, Khyber Pakhtunkhwa as Competent Authority, hereby charge you, Mr. Hidayat Ullah Additional Director (TPD) BS-19, Directorate of Curriculum and Teachers Education (DCTE), Khyber Pakhtunkhwa Abbottabad, as follows:-

1- That you, while posted as Additional Director (TPD) BS-19, DCTE Khyber Pakhtunkhwa Abbottabad committed the following irregularities:

You have abused and attacked the Director DCTE in an official matter and have violated the official decorum.

2 By reason of the above, you appear to be guilty of misconduct under Rule-3 of the Khyber Pakhtunkhwa Government Servants (Efficiency and Discipline) Rules, 2011 and have rendered yourself liable to all or any of the penalties specified in Rule-4 of the Rules ibid.

3 You are, therefore, required to submit your written defense within seven days of the receipt of this Charge Sheet to the inquiry officer/inquiry committee, as the case may be.

4 Your written defense, if any, should reach the inquiry officer/ inquiry committee within specified period, failing which it shall be presumed that you have no defense to put in and in that case ex-parte action shall be taken against you.

5. Intimate whether you desire to be heard in person.

6. A Statement of Allegations is enclosed.

(MEHMOOD KHAN)
CHIEF MINISTER KHYBER PAKHTUNKHWA
COMPETENT AUTHORITY

Mr. Hidayat Ullah, Additional Director (TPD) BS-19,
Directorate of Curriculum and Teachers Education (DCTE), Khyber Pakhtunkhwa, Abbottabad.

C.T.C

(21)

Anx C

DISCIPLINARY ACTION

I, Mehmood Khan, Chief Minister, Khyber Pakhtunkhwa as Competent Authority, hereby charge you, Mr. Hidayat Ullah Additional Director (TPD) BS-19, Directorate of Curriculum and Teachers Education (DCTE), Khyber Pakhtunkhwa Abbottabad, as follows:-

That you, while posted as Additional Director (TPD) BS-19, DCTE Khyber Pakhtunkhwa Abbottabad committed the following irregularities:

STATEMENT OF ALLEGATIONS

He has abused and attacked the Director DCTE in an official matter and has violated the official decorum.

2- For the purpose of inquiry against the said accused with reference to the above allegations, an inquiry officer/inquiry committee, consisting of the following, is constituted under Rule 10(1)(a) of the ibid Rules:

i. Syed Kamran Shah (PCS SG BS-20)
ii. Mr. Ahmad Jan Principal (BS-20)
iii. _____

3- The inquiry officer/inquiry committee shall, in accordance with the provisions of the ibid Rules, provide reasonable opportunity of hearing to the accused, record its findings and make within thirty days of the receipt of this order, recommendations as to punishment or other appropriate action against the accused.

4- The accused and a well conversant representative of the department shall join the proceedings on the date, time and place fixed by the inquiry officer/ inquiry committee.

(MEHMOOD KHAN)
CHIEF MINISTER KHYBER PAKHTUNKHWA
COMPETENT AUTHORITY

Mr. Hidayat Ullah, Additional Director (TPD) BS-19,
Directorate of Curriculum and Teachers Education (DCTE), Khyber Pakhtunkhwa, Abbottabad.

C.T.C

(22)

Anx D

بخدمت جناب 1) سید کامران شاہ صاحب سیکرٹری فنانس فاٹا، پشاور

2) احمد جان صاحب، پرنسپل GHSS نمبر 1 چارسدہ۔

عنوان: جواب چارج شیٹ

جناب عالی: نوٹیفیکشن نمبر: SO(SM) E&SED4-14/2018/Hidayatullah addl: Director DTCE

بمورخہ 28 ستمبر 2018 سیکرٹری گورنمنٹ آف خیبر پختونخواہ کی طرف سے سیریل نمبر 3 پر مجھے Endorsed کی گئی ہے جو کہ مجھے SO(SM) کے اسسٹنٹ جناب نور شیر سے بذریعہ واٹس ایپ یکم اکتوبر 2018 کو بوقت 3:32 بجے سہ پہر موصول ہوئی۔

4 اکتوبر 2018 کو آپ صاحبان نے طلب کیا جس میں گوہر علی خان صاحب، ڈائریکٹر DCTE نے مجھ پر کچھ اضافی چارجز بھی لگائے۔ اپنے صفائی میں چند گزارشات لکھنے کی جسارت کر رہا ہوں۔

1) یہ کہ میں 18/7/1982 سے محکمہ تعلیم میں اپنے فرائض منصبی سرانجام دے رہا ہوں اسی دوران میں PEP,ILE,PROJECT(GIZ),SET,CT,PST 7 YEARS (ADO) ہیڈ ماسٹر (BPS.17) 2007 سے اور پرنسپل (BPS-18) 2011 سے رہا ہوں۔

یکم نومبر 2013ء سے 30 نومبر 2016 (3 سال ایک ماہ) DCTE میں (BPS.18) SS رہا۔ BPS.19 میں پروموشن کی وجہ سے GHSS جنگئی ضلع بونیر چلا گیا اور اسی دوران Test اور انٹرویو کے ذریعہ مقابلہ کر کے میں نے ایڈیشنل ڈائریکٹر TPD کے لئے کوالیفائی کیا۔ جس کے لئے میرا نوٹیفیکشن اپریل 2017 کو کیا گیا۔ میں نے یکم مئی 2017 کو DCTE میں بطور ایڈیشنل ڈائریکٹر چارج لے لیا۔

21 مارچ 2018ء کو اس واقعہ پر مجھے OSD بنایا گیا۔ اور 18/9/2018 کو میری Suspension کی گئی (جو کہ سراسر ظلم اور زیادتی ہے۔)

ضمیمہ نمبر (1) (CV-2016)

2) یہ کہ گوہر علی خان صاحب نے کوہاٹ DEO پوسٹ سے معطلی کے بعد 7 جولائی 2017 کو DCTE میں بحیثیت ڈائریکٹر چارج لیا۔ اور میں نے ان کے ساتھ تقریباً 10 مہینے اپنے فرائض منصبی سرانجام دئے۔

3) یہ کہ مجھے جو چارج شیٹ کیا گیا ہے کچھ اس طرح ہے۔

"you have abused and attacked the Director DCTE on Official matter and have voilated the official decorum".

4) یہ کہ اس واقعے کا ذکر 21 مارچ 2018، اس سے پہلے کے واقعات اور اس واقعے کے بعد کے developments کافی یک طرفہ ہیں جن کا ذکر میں مختصراً کرنا چاہتا ہوں۔

5) واقعے کے ماقبل حالات:۔

(ا) یہ کہ ہماری پہلی ملاقات 8 جولائی 2017 کو شام کے بعد DCTE میں ہوئی۔ ڈائریکٹر صاحب نے تینوں ایڈیشنل ڈائریکٹرز کو بلا کر ان کے برانچز کی بریفنگ لینی تھی۔

ذوالفقار خان صاحب ایڈیشنل ڈائریکٹر نصابیات اور محمد شفیق صاحب ایڈیشنل ڈائریکٹر جائزہ اور راقم ایڈیشنل ڈائریکٹر Teacher Profession Development(TDP) موجود تھے۔

ان دونوں کو سنا گیا۔ جب میری باری آئی تو مجھے آڑے ہاتھوں لیا۔ کہ آپ نے حافظ محمد ابراہیم کو 12;30 بجے دوپہر کو اطلاع دی تھی کہ میری ٹرانسفر یہاں ہوئی (جبکہ DTCE فیکس 2:30 سہ پہر آیا تھا۔

اور اس کے بعد اس نے میری بے عزتی کا سلسلہ نہ صرف تنہائی میں بلکہ SS صاحبان اور دفتر کے دوسرے لوگوں کے سامنے اپنا معمول بنائے رکھا۔

C.T.C

(ب) یہ کہ مندرجہ ذیل باتوں پر مجھے لف ٹائم دیتے رہے۔

☆ برٹش کونسل کے معاملات کو اجتماعیت کی بجائے میرے سر پر ڈالتے رہے اور میٹنگ میں یا تو نہ جاتے یا دستخط کر کے نکل جاتے اور بعد میں کئے گئے فیصلوں پر مجھے بے عزت کرواتے رہے۔
(خالد خان صاحب سابقہ سپیشل سیکرٹری تعلیم اس بات کے گواہ ہیں)

☆ اب تک میرے برانچ سے جتنے بلز پاس ہوئے ہیں اکثریت میں اس نے اور اس کے اکاؤنٹ آفیسر جو کہ ڈپٹی ڈائریکٹر (ایڈمن) کی اضافی چارج بھی رکھے ہوئے ہیں، نے نوٹ شیٹ پر دستخط تک گوارہ نہیں کیا (فائلز دیکھے جاسکتے ہیں۔)

☆ اس نے مجھ سے اب تک جتنے بھی ذاتی بلز پاس کروائے ہیں ان میں سے کوئی بھی RTP پر ہائی اتھارٹی کی approval نہیں ہے جو کہ کسی بھی DDO کے لئے مسئلہ بن سکتا ہے
(دفتری ریکارڈ چیک کیا جاسکتا ہے)

☆ یہ کہ SO(Budget) جناب نور عالم بار بار email کرتے رہے کہ آپ 184 ملین کا ڈیمانڈ کریں۔ ڈائریکٹر صاحب کہتے کہ "نہ کریں" یہ ان کی ذمہ داری ہے جب بات بڑھ گئی تو اس نے خالد صاحب سپیشل سیکرٹری کو ایک ٹیلیفکس دکھائی کہ "یہ تو خود ذمہ دار ہے"۔ مجھ سے کیا پوچھتے ہیں؟ جب میں نے سیکرٹریٹ میں بیٹھ کر ڈیمانڈ لکھی تو پھر آخر تک مجھے کوستے رہے کہ آپ نے کیوں کیا؟ اور ساتھ فائل پر بھی 184 ملین کی ڈیمانڈ کی کوئی ریکارڈ نہیں۔ (ضمیمہ نمبر 7) (نور عالم سے پوچھا جاسکتا ہے)

☆ یہ کہ میں جب کسی مسئلے میں letter ڈرافٹ کرتا تو اس میں سے 100 نقطے نکال کر اکثر ذوالفقار صاحب کو بلاتے اور میرے سامنے کہتے کہ یہ نہیں کر سکتے، آپ کریں۔ میں ان کے پیچھے جاتا اور وہی لٹروہ مجھے دے دیتے کہ بری بات ہے آپ خود کرے۔ میں کر کے ذوالفقار صاحب کے ہاتھوں بھیج دیتا تو پھر ٹھیک گردانتا۔

(ج) یہ کہ دفتر میں تینوں ایڈیشنل ڈائریکٹرز کے پاس سرکاری گاڑی نہیں ہے تین Wagor R آئی تھیں۔ تو ڈائریکٹر موصوف نے گاڑی نمبر 1668 اپنے بیٹے کو دیا جو کہ BBA/MBA کا سٹوڈنٹ ہے ایک گاڑی 1669 ذوالفقار صاحب نے بغیر باقاعدہ چارج کے قبضہ کر لی اور ایک دفتر کے پول میں کھڑا کیا اگر ڈائریکٹر صاحب یہ گاڑی کسی تین بندوں کو الاٹ کرتے تو حکومت کو کنوینس الاؤنس کی مد میں -/15000 روپے ماہانہ کی بچت ہوتی۔ اس نے اب تک (30Sept 2018) خزانے کو 225000 روپے نقصان پہنچایا اور یہ سلسلہ ہنوز جاری ہے۔ (دفتری ریکارڈ چیک کیا جاسکتا ہے۔)

(د) یہ کہ روز روز کی بے عزتی اور برٹش کونسل کے Payment سے ڈائریکٹر اور اکاؤنٹس آفیسر کی پہلوتہی نے مجھے تشویش میں مبتلا کیا کہ یہ چیزیں تو ویسے بھی سیدھی نہیں اور آگے سے کوئی ذمہ داری بھی نہیں لیتا تو میں ایک غریب بندہ ہوں میں اپنے آپ کو ان حالات میں کیسے بچاؤں گا؟ میں نے ریٹائرمنٹ کا فیصلہ کیا اور 22 فروری 2018 کو درخواست دیدی۔ ریٹائرمنٹ کی تاریخ 6 جولائی 2018 لکھ دی اس کو تو فوراً منظور کیا جبکہ ساتھ ہی DDO Ship چھوڑنے کی استدعا کی جو کہ 23 فروری 2018 کو ان کے میز پر لائی گئی اور اس وقت سے واقعے کے روز تک جب بھی میں DDOSHIP چھوڑنے کی التجا کرتا۔ یہ سب کے سامنے میرا مذاق اڑاتے رہے (اس سلسلے میں میں نے حشمت صاحب SPO.1 سے بھی سفارش کروائی لیکن یہ نہیں مانے) (ضمیمہ نمبر 2)

(ر) یہ کہ DCTE اور PITE کے ٹریننگ کے لوگوں کی GIZ کی طرف سے ٹریننگ کی ایک سیریز تھی۔ جب بھی مجھے موقع ملتا اور جاتا تو وہاں سب کے سامنے یہ تذبیح کرتے۔ میری Presentation اگر ہوتی تو یہ مذاق اڑاتے وغیرہ وغیرہ۔ (اس سلسلے میں PITE کے ڈائریکٹر حکیم اللہ صاحب وہاں کے instructors سے پوچھا جاسکتا ہے۔)

(س) یہ کہ برٹش کونسل نے پہلی Invoice جس کی رقم 5 کروڑ 59 ہزار 851 روپے تھی 23/12/2017 کو جمع کرائی۔

- میں نے 27/12/2017 کو obsesrvations لگائی۔
- جان صاحب (برٹش کونسل) نے 12/1/2018 کو Reply کی۔
- اس مقصد کے لئے بجٹ 8/2/2018 کو Release ہوئی جبکہ ہمیں کاپی 26/2/2018 کو موصول ہوئی۔
- ڈائریکٹر ESRU کے ساتھ 27/2/2018 کو میٹنگ ہوئی جس میں ہدایت کی گئی کہ یہ بل فوراً DAO ایبٹ آباد میں جمع کروائیں۔
- حسب الحکم ہم نے 28/2/2018 کو بل DAO آفس میں جمع کیا۔ جنہوں نے Observations لگا کر 5/3/2018 کو واپس کیا۔
- ڈائریکٹر ESRU کے ساتھ 08/03/2018 کو observations ڈسکس کئے اور یہ فیصلہ ہوا کہ سٹیرنگ کمیٹی کی میٹنگ بلاتے ہیں۔
- Steering Committee میٹنگ کے لئے 27/3/2018 کی تاریخ رکھی گئی تھی جبکہ میں نے Presentation پہلے سے تیار کی ہوئی تھی 15 یا 16 مارچ 2018 کو بنا ہوا Presentation اسلام آباد کے ایک ورکشاپ میں نے اور ڈائریکٹر صاحب نے بیٹھ کر فائنل کی تھی۔ اور ہم نے طے کیا تھا کہ میں کمیٹی کے سامنے Prsentation دونگا۔

(Copy of Prsentation ضمیمہ نمبر 3)

(my observations, John reply with Invoice. ضمیمہ نمبر 4)

C.T.C

(ب) [illegible]

[illegible]

(ج) [illegible]

[illegible] DDO [illegible] approval [illegible] RTP [illegible]

(د) [illegible]

[illegible] SO(Budget) [illegible] email [illegible] 16A [illegible]

(ہ) [illegible] 16A [illegible]

[illegible] 100 [illegible]

(و) [illegible] Wasor Rule [illegible] 1589 [illegible] BBA/MBA [illegible]

(ز) [illegible] 30Sept2018 [illegible] 22500 [illegible] 15000 [illegible]

(ح) [illegible] Payment [illegible] 2018 [illegible] 22 [illegible] 2018 [illegible] DDO Snp [illegible] 2018 [illegible] DDO SHIP [illegible] SPO [illegible]

(ط) [illegible] PITE [illegible] DCTE [illegible]

(ی) [illegible] instructors [illegible] PITE [illegible] Presentations [illegible]

(ک) [illegible] 23/12/2017 [illegible] Invoice [illegible]

[illegible] observations 27/12/2017 [illegible]

[illegible] Reply 12/12/2018 [illegible]

[illegible] 26/12/2018 [illegible] Release 8/12/2018 [illegible]

[illegible] DAO [illegible] 27/12/2018 [illegible] ESRU [illegible]

[illegible] 5/12/2018 Observations [illegible] DAO 26/12/2018 [illegible]

[illegible] observations 08/03/2018 [illegible] ESRU [illegible]

[illegible] 2018 [illegible] 16 [illegible] Presentation [illegible] 27/12/2018 [illegible] Steering Committee [illegible]

[illegible] Presentation [illegible]

(Copy of Presentation [illegible]) [illegible] Presentation [illegible]

20/3/2018 کو مجھے فون پر بتایا۔ کہ Presentation کو دوبارہ دیکھتے ہیں۔ مغرب کے بعد بیٹھیں گے۔ جب عشاء کا وقت ہو گیا تو میں نے فون کیا کہ سر کیا کریں؟ آپ تو نہیں پہنچے ہیں تو انہوں نے کہا کہ میں موٹر وے پر ہوں کل کر لیں گے۔ اور اسی طرح کل تک ملتوی ہو گیا۔

وقوع کا دن (21/3/2018)

☆ ٹیلی فون پر جو بات 15 مارچ سے 20/3/2018 تک ہوتی رہی ان میں ڈائریکٹر صاحب اس بات پر زور دے رہے تھے کہ ایسے نکات نکالیں کہ یہ پراجیکٹ ختم ہو۔
جبکہ میں MOU اور agreement کی وہ شقیں یاد دلاتا جس میں Termination کی صورت میں پھر بھی Payment ہونی تھی۔
لہذا میری دلیل یہ تھی کہ صرف DAO صاحب کے Observations کو فوکس کرتے ہیں تا کہ WIN_WIN پوزیشن بن جائے۔

☆ ہم 21/3/2018 کو Prsentation ڈسکس کرنے کے لئے بیٹھ گئے تو موصوف فائلیں کرتا رہا میں نے اپنے DDO SHIP کو یاد دلایا تو اس نے کہا کہ 30 جون تک تو یہ آپ کو کرنی ہی کرنی ہے۔ میں نے عرض کی کہ میرے آؤٹ کا کیا ہوگا؟ جو کہ پہلے سے کرنی چاہیے اور قانوناً مجھے کم از کم 3 مہینے پہلے DDOSHIP چھوڑنی چاہیے۔ جواباً کہا مجھے قانون نہ سکھاؤ ،آؤٹ آپ کا مسئلہ ہے۔ بھگتو اور جب تک برٹش کونسل کے اماؤنٹ کا آؤٹ نہ ہو اس وقت تک آپ کلئیر نہیں ہو سکتے۔
اس سے میں حواس باختہ ہو گیا۔ میرا BP بڑھ گیا۔ حالات پر قابو پانے کے لئے میں واش روم گیا۔ چھوٹا پیشاب کیا۔ پانی پیا پھر آ گیا۔ تھوڑی دیر بیٹھا پھر پیشاب آ گیا۔ دوڑ کے گیا۔ منہ خشک تھا۔ پانی پیا اور واپس آ کر بیٹھ گیا۔ تو اس نے مذاقاً کہا خیر تو ہے آپ کو بار بار پیشاب آتا ہے جس پر طنزیہ مسکراہٹ بکھیر دی۔
میں نے کہا سر: پہلے Presentation کرتے ہیں ہمیں توجہ دو۔ اس نے کہا شروع کرو۔ Slide No3 پر آئے تو اس نے کہا ریکارڈ سے 75000PST کا ثبوت دو۔
میں نے Addendum کے بجٹ والا صفحہ دکھایا کہ اس Calculations میں G:3.4& 5 کے لئے 23500 کے حساب سے بجٹ Approve کروایا گیا ہے۔ جس سے کل ملا کے 70500 بنتے ہیں۔ لیکن اگر کسی سکول میں دو یا تین سیکشنز ہوں تو ہر سیکشنز سے بلائے جا سکتے ہیں۔ (یہ بات زبانی ہوئی تھی) اس لئے لفظ 75000 لکھا گیا تھا۔
اس وضاحت پر وہ مطمئن نہ ہوئے تو میں نے کہا کہ یہ تو Main feautures of the Project کے تحت لکھا ہے۔
لیکن آپ تو obligations of B.C عنوان دیتے ہیں تو اس کا مطلب یہ ہے کہ پھر اس Point کی ضرورت ہی نہیں تو خفگی کس بات کی (اور بعد میں اس نقطے کو فائنل Presentation سے خارج بھی کیا گیا تھا۔
لیکن انہوں نے میرے بارے میں کہا کہ یہ تو اسی طرح ہے گل نظیر! آپ بتائیں, مختیار اپ پڑھ لیں۔ مختیار صاحب SS نے کہا کہ مجھے صفحات سے صحیح نہیں پڑھا جاتا جس پر میں نے اپنے کاغذات مختیار صاحب کو دیئے کہ ان سے پڑھ لیں اور اکرام اللہ KPO کو کہا کہ Multi Media پر اسی سلائیڈ کو لئے آئیں۔ یہ ہونے کے بعد بھی نہ ڈائریکٹر صاحب دیکھ رہا تھا اور نہ پڑھنے کو متوجہ تھا۔ فائلز کرتے ہوئے کہا کہ آپ سارے نکمے ہیں۔ TPD ونگ نے مجھے کافی پریشان کیا ہوا ہے کوئی بھی کام کو نہیں سمجھتا۔
جس پر میں نے کہا "Presentation" تو میں دو ٹکا اپ کیوں پریشانی لیتے ہیں۔ اس پر اس نے کہا "بکواس بند کرو" میں نے کہا۔ "یہ طریقہ نہیں۔ پہلے پورا Presentation دیکھ لیں پھر اگر ترمیم تسیح ہو تو بتا دیں"۔ ویسے بھی میں نے پہلے سے اپ کو Email بھی کیا ہوا تھا۔ "تو اپ نے پڑھ لیا ہوگا"۔
اس نے پھر گالی دی اور ساتھ اٹھنے لگے۔۔۔ میں سمجھا کہ یہ مجھ پر چڑھ دوڑ رہے ہیں تو میں بھی فوراً اٹھا اور ہمارے درمیان ہاتھا پائی ہوئی۔ نتیجے میں میرے کوٹ کا آستین پھٹ گیا۔ اور دو بٹن گر گئے جبکہ اس نے اپنی قمیص سے واسکٹ بنا کر اپنی تصویر کھنچوائی۔
رہی بات اس کے زخم کی یا میرے مارنے کی قسم باللہ! کہ مجھے اٹھنے کے لمحے کے بعد ڈیڑھ منٹ تک کچھ پتہ نہیں جب مجھے ہوش آیا تو ہمارے بیچ ذوالفقار صاحب تھے اور اس کا ہاتھ میرے گریبان میں تھا۔ جبکہ میرا ایک ہاتھ اس کے قمیص پر تھا اور دایاں ہاتھ ذوالفقار صاحب کے ساتھ الجھا ہوا تھا۔

C.T.C

[illegible] Presentation [illegible] 20/3/2018

[illegible]

(21/3/2018) [illegible]

[illegible] 20/3/2018 [illegible]

[illegible] Payment [illegible] Termination [illegible] agreement MOU [illegible]

[illegible] WIN_WIN [illegible] Observations [illegible] DAO [illegible]

[illegible] 30 [illegible] DDO SHIP [illegible] Presentation 21/3/2018 [illegible]

[illegible] DDO SHIP [illegible]

[illegible] BPL [illegible]

[illegible] Slide No3 [illegible] Presentation [illegible]

[illegible] Approve [illegible] 23500 [illegible] G:3.45 [illegible] Calculations [illegible] Addendum [illegible]

[illegible] 75000 [illegible] 70500

[illegible] Main features of the Project [illegible]

[illegible] Points [illegible] obligations of B.O.T [illegible]

[illegible] Presentation

[illegible] SS [illegible] Multi Media [illegible] KPO [illegible]

[illegible] PD [illegible]

[illegible] Presentation [illegible] "Presentation" [illegible]

[illegible] Email [illegible]

[illegible]

[illegible]

مابعد کے واقعات

1 مجھے فوراً احساس ہوا کہ ہم دونوں گریڈ 19 کے آفیسرز ہیں یہ ہم نے کیا کیا۔ تو میں نے اطہر صاحب SS کو کہا کہ مجھے ان کے پاس لے کے جائیں اور ہماری صلح کرائیں۔ لیکن اُن کی نہیں مانی گئی۔

2 خیر سگالی کے طور پر اسی دن میں نے رفیق کلرک کے لائے ہوئے ڈائریکٹر کے دو چیکس پر دستخط کئے۔

3 میں نے ذوالفقار صاحب کے کہنے پر اس کے کمرے میں جا کر Presentation کے نکات کو DAO صاحب کے Observations پر لے آیا B.C سے مواد مانگنے کے نکات لکھیں

4 جبکہ بدلے میں میرے ساتھ یہ باتیں ہوئیں۔

الف) مجھے اسی دن Releave کیا گیا۔ لیکن مجھے بتایا تک نہیں اور ابھی تک مجھے کاپی تک نہیں دی گئی۔ جبکہ میں نے BIO Matric مشین کے ذریعے 27/3/2018 تک حاضری لگوائی ہے۔

ب) میری تنخواہ فوراً بند کر دی گئی اور وہ بھی یکم مارچ سے جبکہ ان کی Releaving کی بنیاد پر میری تنخواہ 21/3/2018 تک تو بنتی ہی بنتی ہے۔ مجھے وہ ابھی تک نہیں ملی ہے۔ اور نہ اس سلسلے میں کوئی پیش رفت ہے میں اپیل بھی کی سیکرٹری صاحب کو کی لیکن کوئی شنوائی نہیں ہوئی۔ (ضمیمہ نمبر 5)

ج) 27/03/2018 کو جب مجھے ڈیپارٹمنٹ سے OSD Letter موصول ہوا جو کہ وہ بھی 21/3/2018 کو Sign کروایا گیا ہے۔ اور یہ By hand ڈائریکٹر 22/3/2018 کو دے چکے تھے لیکن مجھ سے پوچھے بغیر یک طرفہ کاروائی کی گئی ہے۔

د) میں نے بھی ایک شکایت نامہ بنام سیکرٹری جناب عابد امجد صاحب TCS#5065136725 بتاریخ 22/3/2018 بوقت 11:25 بجے بھیجی جو کہ ایان رفیق کلرک نے 26/3/2018 کو وصول کی ہے۔ اور اس کی کاپی سپیشل سیکرٹری جناب ارشد خان صاحب کو بذریعہ TCS# 506513726 بتاریخ 22/3/2018 بھیجی جو کہ بہار کلرک نے 26/3/2018 کو وصول کی۔ (آپ کے فائل میں موجود ہے)

ر) 28/3/2018 کو میں بذات خود سیکرٹریٹ گیا وہاں پتہ چلا کہ میری ریٹائرمنٹ کے کیس میں گوہر صاحب نے خود جا کر وہ میرے OSD والا نوٹیفیکشن رکھ کر جناب حشمت SO(A) کو کہا ہے کہ اس کیس کو پراسس نہ کریں۔ اس کے خلاف انکوائیری چل رہی ہے۔

میں نے درخواست لکھ کر ارشد صاحب سپیشل سیکرٹری سے ملاقات کی اور ان کو اپنی شکایت نامہ کا کہا تو انہوں نے کہا کہ وہ موصول ہو چکا ہے اور اس کو بھی انکوائری کو حصہ بنائیں گے۔ لیکن یہاں آکر پتہ چلا کہ میری شکایت کی کوئی حیثیت ہی نہیں تھی دوسری بات میری ریٹائرمنٹ کی تھی کہ میں واپس لینا چاہتا ہوں تو بالآخر اس نے کیس کے واپس کرنے کے لئے SO(Accounts) کو لکھ دیا۔ اور اس طرح میں نے ریٹائرمنٹ کی کیس واپس لے لی۔

(ضمیمہ نمبر 6)

س) میں نے صلح صفائی کے لئے جناب حکیم اللہ صاحب ڈائریکٹر PITE، جناب بشیر حسین صاحب سابق ڈائریکٹر DCTE، جناب فضل منان صاحب سابق ڈائریکٹر تعلیم، جناب گل شاد صاحب ڈپٹی ڈائریکٹر PITE اور بہت سے DEOS اور ڈائریکٹر فرید خان خٹک کو Request کی اور اکثر نے ان کے ساتھ بات بھی کی لیکن یہ نہ مانے اور مجھے انجام تک پہنچانے کی بات کرتے ہیں۔

ش) میری تنخواہیں ابھی تک بند ہیں جبکہ 17/9/2018 کو تنخواہ کے لئے 31/8/2018 تک ایڈجسٹمنٹ کرائی گئی لیکن 18/9/2018 کو مجھے تین ماہ کے لئے Suspend کر دیا گیا اور وجہ یہ بتائی گئی کی اس وقت کی انکوائیری سمری میں یہ لکھا گیا تھا۔ اور یہ بات مجھے 4/x/2018 انکوائری میں پیشی کے دوران پتہ چلا جبکہ یکم مارچ سے 21 مارچ کی تنخواہ کے لئے کوئی فیصلہ نہیں کیا گیا ہے

ص) سر یہ جو کچھ انکوائری سے پہلے میرے ساتھ ہوا ہے اس کی تسلی کہاں سے ہوگی؟ اگر میں پشاور کا نہیں ہوں یا میرا پروچ نہیں تو اس بات کی اتنی سزا ہونی چاہیے۔

میں ایک بار پھر کہتا ہوں کہ میں نے اس کو ارادتاً نہ مارا ہے اور نہ ارادہ تھا اور نہ مجھے پتہ ہے کہ یہ میں نے مارا ہے لیکن پھر بھی اپنے کئے پر نادم ہوں۔

اور سب سے پہلے اللہ تعالیٰ سے پھر اپنے محکمہ تعلیم سے پھر آپ انکوائری کمیٹی سے اور ڈائریکٹر گوہر علی خان سے خصوصاً معافی مانگتا ہوں۔ لیکن جو میرے ساتھ ڈائریکٹر گوہر علی خان نے شروع سے کیا پھر محمد اعظم اکاؤنٹ آفیسر DD(Admn) انچارج نے خط و کتابت میں کہا پھر محکمہ تعلیم کے اعلیٰ حکام نے یک طرفہ کیا تو اس کا ازالہ کون اور کیسے کریگا۔

C.T.C

[illegible]

1 [illegible]

2 [illegible]

3 [illegible] B.O/ [illegible] Observations [illegible] DAO [illegible] Presentation [illegible]

4 [illegible]

(a) [illegible] 27/8/2018 [illegible] 310 Minutes [illegible] Relevant [illegible]

(b) [illegible] 27/8/2018 [illegible] Relevant [illegible]

(c) [illegible] 22/8/2018 [illegible] by hand [illegible] Sent 27/8/2018 [illegible] OSD letter [illegible] 27/08/2018 [illegible]

(d) [illegible] 26/8/2018 [illegible] 22/8/2018 [illegible] TOS# 5065/372S [illegible]

(e) [illegible] SO(A) [illegible] OSD [illegible] 28/8/2018 [illegible]
[illegible] SO(Accounts) [illegible]

(.....)

(f) [illegible] DOTE [illegible] PITE [illegible] Requested [illegible] DEOS [illegible] PITE [illegible]

(g) [illegible] Suspend [illegible] 18/8/2018 [illegible] 31/8/2018 [illegible] 17/8/2018 [illegible]

(h) [illegible]
[illegible] DD(Admn) [illegible]

ط) ۔گوہر صاحب نے اپنی چارج شیٹ میں کچھ اضافی الزامات بھی لگائے۔ میں ان کی وضاحت کرنا بھی چاہتا ہوں۔

ڈائرکٹر صاحب نے کہا کہ

۱) یہ Incompetent ہے اور کام کو نہیں سمجھتے

۲) یہ انگریزی نہیں جانتے

۳) طائر صاحب ڈائرکٹر ESRU نے بھی اس کی شکایت کی تھی۔

۴) ہم نے 55 لاکھ کم کئے ہیں جبکہ یہ نہیں سمجھتے تھے۔

جناب عالی!

اگر میں incompetent ہوں تو اسکی گواہی میری CV ،میری PEP-ILE(GIZ) پراجیکٹ میں کارکردگی اور تعریفی اسناد، میری 2 دفعہ پبلک سروس کمیشن کے ذریعہ انتخاب test & interview پر ایڈیشنل ڈائرکٹر کے لئے میرٹ پر انا، ماتحت عملہ اور میرے سابقہ آفیسرز دیں گے۔

اگر گوہر صاحب نے بہتان طرازی کی ہے تو یہ سارا کردار کشی کے زمرے میں آتا ہے اور اس ایک بات سے اسکے رویئے کا اندازہ لگایا جا سکتا ہے۔

رہی بات طائر صاحب کی تو وہ برٹش کونسل کے invoice کے سلسلے میں ہوا میں سخت اقدامات صادر کرتے رہے۔ میں نے ان کو کہا لکھ کر دیں تا کہ کل کو میں بتا سکوں کہ آپ نے حکم دیا تھا۔

اس پر وہ سیخ پا ہو گئے اور یہی سلسلہ گوہر صاحب، اعظم اکاؤنٹنٹ اور خالد صاحب کا تھا۔

میں نے سب کو کہا تھا کہ لکھ کے دو۔ جس سے یہ لوگ پہلو تہی کرتے اور آنکھیں نکالنے کی کوشش کرتے۔

55 لاکھ بچت کی بات سراسر لغو اور جھوٹ ہے۔ یہ ثبوت پیش کرے کہ یہ کٹوتی ہے۔

invoice میں نے نہیں بنائی تھی۔ B.C نے بنائی۔ جمع کی ہماری observations بھی اس کٹوتی کیلئے تھی۔

فیصلہ ہوا تھا کہ B.C نے گریڈ 5 کی میٹریل اضلاع کو نہیں پہنچائی ہے۔

75 دن کے بجائے ماسٹر ٹرینرز کو 45 دن کی ٹریننگ دی گئی ہے اور چند چیزیں اور چھوڑی ہوئی ہیں۔ جن کا تخمینہ اندازاً 5 کروڑ بنتی تھی۔

اگر 5 کروڑ کے بجائے انہوں نے 55 لاکھ پہ بات کی ہے تو یہ بات کسی نہ کسی فورم پر اٹھائی جائے گی۔

جناب عالی: میں نے اس محکمہ میں 36 سال گزارے اگر کسی بھی جگہ سے میرے خلاف کوئی شکایت میرے کرپشن کا، Misbehaviour کا، Mis Conduct کا اور اخلاقی گراوٹ کا موجود ہو، موصول ہوا

ہو تو مجھے بڑی سے بڑی سزا دیجئے۔ لیکن اگر میرا ماضی بے داغ ہے تو خدارا مجھے ناکردہ گناہ کی سزا نہ دے۔ **جبکہ دوسری طرف سب کچھ عیاں ہیں (بتانے کی ضرورت نہیں) پھر بھی ہر طرف سے ان کے لئے Favour ملتا رہتا ہے۔**

ان حالات میں ہم دعا ہی کر سکتے ہیں کہ اللہ تعالیٰ ہم سب کو ظالموں کے شر سے بچائیں۔ اور غیب سے حق اور انصاف کا بول بالا عطا فرمائیں آمین ثمہ آمین

شکریہ

ہدایت اللہ سابق ایڈیشنل ڈائریکٹر TPD

DCTE ایبٹ آباد۔

تاریخ 26 جون 2018

C.T.C

بخدمت جناب سیکرٹری صاحب ابتدائی و ثانوی تعلیم خیبر پختونخوا بمقام پشاور

(27)

Anx E

اپیل

جناب عالی!

مؤدبانہ گزارش ہے کہ میرے اور ڈائریکٹر DCTE کے درمیان 21/3/2018 کو ایک واقعہ پیش آیا تھا۔ جس کے نتیجے میں مجھے DCTE سے اُسی دن (21/3/2018) ریلیو کیا گیا۔ اُسی دن میرے خلاف سیکرٹریٹ پشاور چارج شیٹ بھیجا گیا۔ اُسی دن آپ کے دفتر کے ایک نوٹیفیکشن کے ذریعے مجھے OSD بنا دیا گیا (ضمیمہ نمبر 1)۔ اُسی دن میرے خلاف انکوائری کی سمری بھجوائی گئی اور اس میں بغیر مجھے سنے/پوچھے میری suspension کا کہا گیا۔ جبکہ اُسی دن میری تنخواہ 21 مارچ کی بجائے یکم مارچ 2018 سے بند کرائی گئی جس کے لئے میں نے آپ کے دفتر اپیل جمع کی تھی (ضمیمہ نمبر 2)

لیکن میری اپیل کو کوئی اہمیت نہیں دی گئی۔

جناب عالی! میں نے بھی ڈائریکٹر DCTE کے خلاف ایک شکایت نامہ بذریعہ TCS بھیجا تھا جو کہ آپ کے دفتر میں 26/3/2018 کو موصول ہوا ہے، لیکن اس کا نوٹس ہی نہیں لیا گیا (سب کچھ یک طرفہ ہو رہا ہے)

سر! اب میرے خلاف انکوائری 28/9/2018 سے چل رہی ہے لیکن suspension 18/9/2018 سے کر دی گئی جبکہ اس کے اندر نقطہ نمبر 2 میں میری subsistence grant کے متعلق کوئی وضاحت نہیں تاکہ میں ایک بار پھر، دفتر میں تماشا بنا رہوں۔ (ضمیمہ نمبر 3)

جناب عالی! میں اور ڈائریکٹر same grade کے ہیں۔ اگر میں نے اس کو مارا ہے تو مجھے یہاں تک پہنچایا کس نے؟ کم از کم انکوائری دو طرفہ ہونی چاہیے تھی، لیکن مجھے نہیں معلوم کہ پیشہ ور غلط کاروں کے لوگ کیوں اتنے حمایتی ہوتے ہیں اور شریف النفس کے نصیب میں دھکے ہی ہوتے ہیں۔

جناب عالی!

میں ایک دفعہ پھر اپیل کرتا ہوں کہ

1. DCTE کو حکم کر دیں کہ میری 21 دن کی تنخواہ فی الفور ادا کرے اور بندش کی وجہ بتائے،
2. میں نے جو شکایت نامہ لکھا ہے اس کے مندرجات کا نوٹس لے ورنہ کل کو ڈیپارٹمنٹ اس (گوہر علی خان) کے کارناموں میں حصہ دار شمار ہوگی،
3. اور معطلی کی نوٹیفیکشن کے اندر میری grant کے ابہام کو دور کرنے کی ہدایت کریں تاکہ مجھے مالی نقصان نہ ہو۔

امید ہے۔ ان تینوں باتوں کو آپ صاحبان ضرور حل کریں گے اور مجھے مزید سزا نہیں دیں گے۔ پہلے کی طرح نظر انداز ہونے کی صورت میں میری مجبوری ہوگی کہ عدالت سے انصاف مانگوں۔

شکریہ سر

ہدایت اللہ سابق ایڈیشنل ڈائریکٹر DCTE

10/x/2018

GST No. 12-00-9808-002-73

TCS
WE MOVE YOU

Shipper's A/c. No.
Reference / Job

History ID 0318ABTX27401608013726

5065687605

COURIER

Origin	Destination
ABT	PEW

From (Shipper)

HIDAYATULLAH
ADDL DIRECTOR TPD, DCTE
ABT .....

Phone#
SMS 03339693623

Email

To (Consignee)

MUKHTIAR AHMED KHAN

SECRETARY E&SED KPK PEW

Phone#
00919210480

Sender's Authorization

I warrant that I have read the terms and conditions on the reverse of this consignment note and that all details given herein are true and correct. I further declare that the contents of this consignment do not contain any letter. The execution of this consignment note is prima facie evidence of the conclusions of contract between shipper and TCS (PVT) LTD.

Shipper's Signature

Shipment Detail | Coupon: | Discount

Declared Value
0.00

Ref. No

Dox

Receiver's Signature

Date 10/10/2018
Time 13:16:08

Booking Details

Staff 60801 FARHAN MEHMOOD

Route X27401 Date 10/10/2018 Time 13:16:08

Receiver's Signature | Receiving Time

Pieces	Weight
1	0.50

Dimension of Shipment
0 0 0

Service Type
OVERNIGHT

Mode of Payment
CASH

Charges	Pak. Rupees
Service	172.00
	0.00
Out of Serv	0.00
Handling	0.00
Others	0.00
GST	28.00
Ins.Chg	0.00
Partner Amt.	0
Total	200

Shipper Copy

TCS (Private) Limited
101-104, Civil Aviation Club Road, Karachi - 75202, Pakistan.
Tel: + 92 (21) 111 123 456, Web: www.tcs.com.pk

TERMS & CONDITIONS

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2. TCS (PVT) LIMITED IS RESPONSIBLE ONLY FOR THE SAFE CARRIAGE/TRANSPORTATION OF YOUR VALUABLE DOCUMENTS AND DOES NOT GUARANTEE ISSUANCE / RAEJECTION OF VISA IN ANY MANNER.
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AFTER READING THE APPLICATION FORM AND BY SIGNING THE DECLARATION, YOU ARE RELEASING TCS (PVT) LIMITED OF ALL LIABILITIES, CLAIMS, RIGHTS, ETC. AND HAVE AGREED THAT TCS WILL ONLY BE RESPONSIBLE FOR THE SAFE CARRIAGE OF YOUR DOCUMENTS, WHICH IS THE PRIMARY FUNCTION AND RESPONSIBILITY OF TCS (PVT) LIMITED

INTERNATIONAL

BY THE GENERAL CONDITIONS OF ACCEPTING THE CONDITIONS OF CONTRACT WHICH ARE APPLICABLE TO THIS CARRIAGE THE LIABILITY OF TCS PRIVATE LIMITED IS CONTAINED BY THE EXEMPTIONS ON CLAUSES (SEE CLAUSE 4) AND 40 OF THE GENERAL CONDITIONS OF CONTRACT SENDERS ARE THEREFORE ADVISED TO SEEK THEIR OWN INSURANCE COVER IN ANY AREA IN WHICH LIABILITY AND FAULT ARE NOT ACCEPTED BY TCS PRIVATE LIMITED

IMPORTANT NOTICE:
IF THE CONTRACTS FOR CARRIAGE BY AIR AND INVOLVES AN ULTIMATE DESTINATION OR STOP IN A COUNTRY OTHER THEN THE COUNTRY OF DEPARTURE THE WARSAW CONVENTION MAY BE APPLICABLE AND THE CONVENIONT GOVERNS AND IN MOST CASES LIMITS THE LIBILITY OF CARRIERS IN THE RESPECT OF LOSS OR DAMAGE TO CARGO

COLLECT CONDITIONS OF CONTRACT SHORT FORM:
THIS CONTRACT IS SUBJECT TO THE GENERAL CONDITIONS OF TCS PRIVATE LIMITED CURRENT AT THE DATE OF THIS WAYBILL A COPY OF WHICH MAY BE INSPECTED AT ANY TCS PRIVATE LIMITED OFFICE AND A COPY OF WHICH WILL SUPPLIED BY TCS PRIVATE LIMITED TO THE SENDER UPON REQUEST FOR CONVENIENCE SOME OF THOSE CONDITIONS ARE REPEATED HERE AND IT IS EXPRESSLY AGREED BY PARTIES THAT THE PROVISION OF THESE CONDITIONS OF CONTRACT (SHORT FORM THIS WAYBILL) INCLUDES ALL OTHER PROVISIONS OF THE GENERAL CONDITIONS ON CONTRACT NOTWITHSTANDING THEIR OMISSION FROM THIS WAYBILL

1. IN THESE CONDITIONS
"CARRIAGE" SHALL MEAN THE WHOLE OF THE OPERATIONS AND SERVICES UNDERTAKEN BY TCS PRIVATE LIMITED IN RESPECT OF THE CONSIGNMENT AND INCLUDES HANDLING AND STORAGE.
"PROHIBITED ITEM" MEANS ANY HAZARDOUS OR COMBUSTIBLE MATERIALS, INCLUDING FLUIDS, PAINTS, ACIDS, CHEMICALS, EXPLOSIVES OR RADIOACTIVE MATERIALS, FIREARMS OR PARTS THEREOF, DRUGS, LIVE OR DEAD PLANTS OR ANIMALS, PERISHABLE OR NON PERISHABLE FOODS COSMETICS AND LIQUOR, FINE ARTS AND ANTIQUES, LITERATURE OR MATERIAL THAT MAY BE PORNOGRAPHIC, OFFENSIVE OR POLITICALLY-SENSITIVE, PRECIOUS STONES OR JEWELRY INCLUDING COMMERCIAL CARBON'S OR INDUSTRIAL DIAMONDS, PERSONAL MEDICAL KIT ALL GOLD OR SILVER IN THE FORM OF BULLION, COIN, DUST OR ORE, PHILATELIC OR ANY OTHER FORM CURRENCY (PAPER OR COIN) OF ANY NATIONALITY, NEGOTIABLE SECURITIES, STOCKS, BONDS, CERTIFICATES, COUPONS OR STAMPS NEGOTIABLE CASHIER'S CHEQUES, MONEY ORDERS OR TRAVELLERS CHEQUES AND ANY CONSIGNMENT THE CARRIAGE OF WHICH IS PROHIBITED BY ANY APPLICABLE LEGISLATION OR REGULATIONS
2. TCS PRIVATE LIMITED IS NOT A COMMON CARRIER AND ACCEPTS NO LIABILITY AS SUCH THE CARRIAGE OF DOCUMENTS AND GOODS IS PERFORMED BY TCS PRIVATE LIMITED/SUBCONTRACTORS TO THOSE CONDITIONS. NO PERSON HAS THE AUTHORITY OF TCS PRIVATE LIMITED TO WAIVE OR VARY THESE CONDITIONS AND TCS PRIVATE LIMITED RESERVES THE RIGHT TO REFUSE THE CARRIAGE OF CONSIGNMENTS FOR ANY SENDER AND THE CARRIAGE OF ANY CLASS OF CONSIGNMENT AT ITS DISCRETION WHETHER BEFORE OR AFTER CARRIAGE HAS COMMENCED AND EVEN SUCH REFUSAL SENDER SHALL HAVE NO RIGHT OF ACTION AGAINST TCS PRIVATE LIMITED
3. THIS WAYBILL INCLUDING THESE CONDITIONS CONSTITUTE THE ENTIRE AGREEMENT BETWEEN TCS PRIVATE LIMITED AND SENDER WHERE ANY CONSIGNMENT IS TENDERED TO TCS PRIVATE LIMITED WITH ORAL OR WRITTEN INSTRUCTIONS WHICH MAY CONFLICT WITH THESE CONDITIONS, TCS PRIVATE LIMITED SHALL NOT BE BOUND BY SUCH INSTRUCTIONS NOR SHALL SUCH INSTRUCTIONS BE CONSIDERED AS A VARIATION OF THESE CONDITIONS OR A WAIVER OF ANY OF THE RIGHTS OR LIABILITIES OR LIMITATIONS OF LIABILITY THEREUNDER. EVEN IN CIRCUMSTANCE WHERE TCS PRIVATE LIMITED BY CONDUCT HAS APPARENTLY ACCEPTED THE CONSIGNMENT ON THE BASIS OF THE TIMES.
4. (i) IT IS AGREED THAT THE PERSON DELIVERING THE CONSIGNMENT TO TCS PRIVATE LIMITED FOR CARRIAGE IS AUTHORISED TO SIGN THIS WAYBILL FOR THE SENDER.
   (ii) SENDER WARRANTS THAT HE HAS THE AUTHORITY OF EACH PERSON HAVING ANY INTEREST IN THE CONSIGNMENT TO ENTER INTO THIS CONTRACT
   (iii) WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING SENDER SHALL INDEMNIFY TCS PRIVATE LIMITED AGAINST ANY LIABILITY WHATSOEVER IN RESPECT OF THE CONSIGNMENT TO ANY PERSON WHO CLAIMED TO HAVE WHO MAY OR MAY HEREAFTER HAVE ANY INTEREST IN THE CONSIGNMENT AND ANY PART THEREOF.
5. (i) TCS PRIVATE LIMITED AND ANY SUBCONTRACTOR SHALL BE ENTITLED TO SUBCONTRACT ON ANY TERMS THE WHOLE OR ANY PART OF THE CARRIAGE.
   (ii) SENDER UNDERTAKES THAT NO CLAIM OR ALLEGATION SHALL BE MADE, WHETHER BY SENDER OR BY ANY OTHER PERSON WHO IS OR MAY HEREAFTER BE INTERESTED IN THE CONSIGNMENT, AGAINST ANY PERSON BY WHOM ANY CARRIAGE WHATSOEVER THE CARRIAGE OR ANY PART THEREOF IS PERFORMED OR UNDERTAKEN WHICH IMPORTS OR ATTEMPTS TO IMPOSE UPON ANY SUCH PERSON LIABILITY WHATSOEVER IN CONNECTION WITH THE CONSIGNMENT WHETHER OR NOT NOT ARISING OUT OF NEGLIGENCE ON THE PART OF SUCH PERSON AND IF SUCH CLAIM OR ALLEGATION SHOULD NEVERTHELESS BE MADE TO INDEMNIFY THE PERSON AGAINST WHOM SUCH CLAIM OR ALLEGATION IS MADE AGAINST THE CONSIGNEE WHATSOEVER
6A IN CONSIDERATION OF THE PAYMENT BY SENDER OF THE AUTOMATIC TRANSIT LIABILITY LEVY AT THE RATE SPECIFIED IN THE PUBLISHED RATES TCS PRIVATE LIMITED WILL ACCEPTLIABILITY TO SENDER FOR DAMAGES FOR BREACH OF THIS CONTRACT OTHER THAN FOR CONSEQUENTIAL OR ECONOMIC LOSS UP TO A MAXIMUM OF ONE HUNDRED UNITED STATES DOLLARS (USD100) OR THE EQUIVALENT IN THE CURRENCY OF THE COUNTRY FROM WHICH THE CONSIGNMENT IS SENT PROVIDED THAT TCS PRIVATE LIMITED WILL ACCEPT LIABILITY TO SENDER FOR DAMAGES FOR BREACH OF THIS CONTRACT UP TO SUCH OTHER MAXIMUM AMOUNT, IF ANY, AS MAY BE AGREED BY ANY OTHER CONTRACT IN WRITING BETWEEN SENDER AND TCS PRIVATE LIMITED PROVIDED FURTHER EXTENDED LIABILITY
6B (i) SUBJECT ONLY TO CLAUSE 4A HEREUNDER THE EXTENT THAT THE CARRIAGE PERFORMED HEREUNDER BY TCS PRIVATE LIMITED CONSTITUTES "INTERNATIONAL CARRIAGE" AS DEFINED BY THE WARSAW CONVENTION THEN SUCH CARGO IN RESPECT TO THE RULES RELATING TO LIABILITY ESTABLISHED IN THE SUCH WARSAW CONVENTION AND ANY AMENDMENTS THERETO AND ANY LIMITATIONS OF LIABILITY SPECIFIED IN SUBCLAUSE 6 (II), 6(III) AND 6(VI) BELOW
   (ii) SUBJECT ONLY CLAUSE 4A AND TO SUB-CLAUSE 6 (I) HEREOF, TO THE EXTENT CARRIAGE PERFORMED HEREUNDER BY TCS PRIVATE LIMITED DOES NOT CONSTITUTE "INTERNATIONAL CARGO" AS DEFINED IN SUB-CLAUSE 6(I) HEREOF AND TCS PRIVATE LIMITED IS LIABLE FOR ANY BREACH OF THIS CONTRACT OR FOR NEGLIGENCE OR OTHERWISE THEN IN ANY EVENT SUCH LIABILITY SHALL NOT EXCEED TWENTY U.S DOLLARS (USD20) PER KILOGRAM OF THE CONSIGNMENT OR OF THE AFFECTED PART THEREOF
6B (iii) NOTWITHSTANDING THE FOREGOING THE LIABILITY OF TCS PRIVATE LIMITED SHALL IN NO CASE EXTEND TO INDIRECT OR CONSEQUENTIAL DAMAGE, LOSS OR EXPENSE INCLUDING (WITHOUT PREJUDICE TO THE GENERALITY OF THE FOREGOING LOSS OF PROFITS OR LOSS OF CONTRACTS HOWSOEVER CAUSED
   (iv) THE LIMITATION AND EXCLUSIONS CONTAINED IN THIS CLAUSE 6 SHALL APPLY TO ALL LOSS OR DAMAGE OR TO DETERIORATION OF THE CONSIGNMENT OR MIS-DELIVERY OR FAILURE TO DELIVER OR DELAY IN DELIVERY OF THE CONSIGNMENT FOR ANY REASON WHATSOEVER INCLUDING WITHOUT LIMITED THE FOREGOING THE NEGLIGENCE OR BREACH OF CONTRACT OF WILFUL ACT OR DEFAULT OF TCS PRIVATE LIMITED OR OTHER WHETHER OR NOT THE SAME OCCURS IN THE COURSE OF THE PERFORMANCE OF ITS OR ON BEHALF OF TCS PRIVATE LIMITED OF THE CONTRACT OR IN EXECUTION OF THE INSTRUCTIONS OF OR FOREBALE BY TCS PRIVATE LIMITED AND/OR SENDER OR WHICH COULD CONSTITUTE A FUNDAMENTAL BREACH OF THE CONTRACT OR A BREACH OF A FUNDAMENTAL TERM THEREOF
7. TCS PRIVATE LIMITED SHALL USE ALL REASONABLE AND LAWFUL MEANS TO EFFECT CLEARANCE BUT SHALL NOT BE LIABLE FOR ANY PENALTIES IMPOSED OR LOSS INCLUDED DUE TO DELAY BY CUSTOMS AUTHORITIES OR DUE TO THE CONSIGNMENT BEING IMPOUNDED BY CUSTOMS OR OTHER AUTHORITIES AND SENDER SHALL INDEMNIFY TCS PRIVATE LIMITED ON DEMAND IN RESPECT OF ANY SUCH PENALTY OR LOSS
7A TCS PRIVATE LIMITED SHALL NOT BE LIABLE FOR ANY LOSS OF SHIPMENT DAMAGE TO SHIPMENT OR MISDELIVERY OF SHIPMENT, WHICH MAY BE CAUSED BY CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL SUCH CIRCUMSTANCES MAY INCLUDE BUT ARE NOT RESTRICTED TO THE FOLLOWING
   (i) ACT OF GOD E.G. EARTHQUAKE, CYCLONE FLOODS ETC
   (ii) FORCE MAJEURE E.G. WAR DECLARED OR UNDECLARED CIVIL INSTRUCTION, FLAME CHASE AND EMBARGO ETC.
   (iii) ANY DEFECT OR CHARACTERISTIC TO THE NATURE OF SHIPMENT EVEN IF KNOWN AT THE TIME OF ACCEPTANCE
   (iv) ANY ACT OF COMMISSION OR OMISSION OF A PARTY OTHER THAN TCS PRIVATE LIMITED
   (v) ANY INTERESTED THIRD PARTY
   (vi) CUSTOMS OR OTHER GOVERNMENT AUTHORITIES.
   (vii) OTHER CARRIERS WITH WHOM TCS PRIVATE LIMITED MAY HAVE A CONTRACTUAL ARRANGEMENT FOR SECURING LOCATION NOT BEYOND BY TCS PRIVATE LIMITED DIRECTLY. TCS PRIVATE LIMITED SHALL NOT BE LIABLE EVEN IF THE MODES DID NOT ASK FOR OR ENTER SUCH THIRD PARTY ARRANGEMENT
   (viii) TCS PRIVATE LIMITED SHALL FURTHER NOT BE LIABLE FOR ANY ELECTRICAL OR MAGNETIC DAMAGE TO OR ERASURE OF ELECTRONIC OR PHOTOGRAPHIC IMAGES OR RECORDINGS.
8. (i) THE CHARGES OF TCS APPLICABLE TO THIS CONSIGNMENT SHALL BE THOSE RULING AT DATE CARRIAGE COMMENCE AS SHOWN IN THE PUBLISHED RATES (HEREAFTER CALLED "THE CHARGES"). THE PUBLISHED RATES WHICH ARE EXCLUSIVE OF VALUE ADDED TAX AND CUSTOMS DUTY WHICH APPLICABLE ARE SUBJECT TO CHANGE UP TO THE DATE UPON WHICH SUCH CARRIAGE COMMENCES WITHOUT PRIOR NOTICE.
   (ii) THE CHARGES SHALL BE DEEMED FULLY EARNED AS SOON AS THE CARRIAGE IS COMMENCED AND SHALL BE PAYABLE AND NON - REFUNDABLE IN ANY EVENT
9B (iii) INVOICE ARE PAYABLE WITHIN SEVEN (7) DAYS OF THE INVOICE DATE AND SENDER AGREES THAT IT WILL NOT DEDUCT OR WITHHOLD PAYMENT PURSUANT TO ANY INVOICE OR DEDUCT ANY AMOUNT FROM THE ACCOUNT OF TCS PRIVATE LIMITED BY REASON OF ANY CLAIM IT MAY ALLEGE AGAINST TCS PRIVATE LIMITED
   (iv) TCS PRIVATE LIMITED RESERVED THE RIGHT TO CHARGE INTEREST ON ALL AMOUNT DUE TO IT COMMENCING SEVEN (7) DAYS AFTER THE INVOICE DATE CALCULATED ON A DAILY BASIS AT THE RATE OF EIGHTEEN PERCENT (18%) PER ANNUM UNTIL SUCH TIME AS THE INVOICE WAS FULLY PAID
9A SENDER EXPRESSLY WARRANTS TO TCS PRIVATE LIMITED THAT
   (i) THE PARTICULARS RELATING TO THE CONSIGNMENT AS SHOW ON THE WAY BILL (INCLUDING THE DECLARED CALUE OR CUSTOMS ARE CORRECT AND THAT
   (ii) CONSIGNMENT IS ADEQUATELY LABELLED AND ADDRESSED TO ENABLE EFFECTIVE DELIVERY TO BE MADE WITHOUT DELAY
   (iii) THE CONSIGNMENT DOES NOT CONTAIN ANY PROHIBITED ITEM
   (iv) THE ITEM COMPRISING THE CONSIGNMENT TENDERED FOR CARRIAGE ARE NOT COLLIE SHUTS OR EXPLOSIVE GOODS WHICH ARE OR MAY BECOME DANGEROUS INFLAMMABLE OR OFFENSIVE (INCLUDING RADIOACTIVE MATERIALS) OR WHICH ARE OR MAY BECOME LIABLE TO DAMAGE ANY PROPERTY WHATSOEVER, IN THE OPINION OF TCS PRIVATE LIMITED AND SUCH ITEM IS LIABLE TO BECOME DANGEROUS, INFLAMMABLE, EXPLOSIVE VOLATILE, OFFENSIVE OR OF A DAMAGING NATURE THE SAME MAY AT ANY TIME BE DESTROYED DISPOSE OF ABANDON OR SENDER ELSE MARMLESS BY TCS PRIVATE LIMITED OR ITS AGENT WITHOUT COMPENSATION TO SENDER AND WITHOUT PREJUDICE TO THE RIGHT OF TCS PRIVATE LIMITED TO RECOVER ANY CHARGES OR EXPENSES INCIDENTAL TO SUCH EVENT THE SENDER SHALL BE LIABLE FOR ALL LOSS AND DAMAGED CAUSED THEREBY
   IT HAS COMPLIED WITH ALL LAWS AND REGULATIONS RELATING TO THE NATURE, PACKAGING, LABELING PLACE OF ORIGIN OR WHOSOEVER OTHERWISE RELATING TO THE CARRIAGE, AND THE CONSIGNMENT PACKED IN A MANNER ADEQUATE TO WITSTAND THE ORDINARY RISKS OF CARRIAGE HAVING REGARD TO ITS NATURE
9B SENDER INDEMNIFIES TCS PRIVATE LIMITED AGAINST ANY LIABILITY WHATSOEVER RESULTING FROM OR ARISING OUT OF THE BREACH OF ANY WARRANTY SET OUT IN CLAUSE 9A
10 IN ANY EVENT SUBJECT ONLY TO CLAUSE 40
   IN CASE THE SENDER INTENDS TO NOTIFY ANY CLAIM IN RESPECT OF THE SHIPMENT UNDER THIS CONTRACT, SUCH NOTIFICATION OF CLAIM SHALL BE MADE IN WRITING WITHIN 90 DAYS FROM THE DATE OF SHIPMENT. IT IS CLEARLY UNDERSTOOD BY THE SENDER THAT IT MAY NOT BE POSSIBLE FOR TCS PRIVATE LIMITED TO RESPOND TO ANY NOTIFICATION OF CLAIM MADE AFTER THE EXPIRY OF THE SAID PERIOD OF 90 DAYS

DOMESTIC

BY TENDERING MATERIALS FOR SHIPMENT VIA TCS (PRIVATE) LIMITED THE SHIPPER AGREES TO THE TERMS AND CONDITIONS STATED HEREIN AND TO TCS (PRIVATE) LIMITED'S STANDARD TERMS OF CONTRACT WHICH ARE INCORPORATED INTO THIS CONTRACT FOR REFERENCE AND WHICH ARE AVAILABLE FOR INSPECTION AT ANY TCS OFFICE. NO AGENT OR EMPLOYEE OF TCS OR THE SHIPPER MAY ALTER OR MODIFY THESE TERMS AND CONDITIONS. IN THESE TERMS AND CONDITIONS OVERNIGHT DELIVERY SHALL BE CONSTRUED TO MEAN DELIVERY ON THE WORKING DAY FALLING IMMEDIATELY AFTER THE DAY ON WHICH THE CONSIGNMENT IS BOOKED

1. THE CONSIGNMENT NOTE
   THIS CONSIGNMENT NOTE IS NON-NEGOTIABLE AND THE SHIPPER ACKNOWLEDGES THAT IT HAS BEEN PREPARED BY THE SHIPPER OR BY TCS (PRIVATE) LIMITED ON BEHALF OF THE SHIPPER. THE SHIPPER WARRANTS THAT IT IS THE OWNER OF THE GOODS TRANSPORTED HEREUNDER, OR IT IS THE AUTHORISED AGENT OF THE OWNER OF THE GOODS AND THAT IT HEREBY ACCEPTS TCS (PRIVATE) LIMITED'S TERMS AND CONDITIONS FOR ITSELF AND AS AGENT FOR AND ON BEHALF OF ANY OTHER PERSON HAVING ANY INTEREST WHATSOEVER IN THE SHIPMENT
2. SHIPPER'S OBLIGATION AND ACKNOWLEDGEMENT
   (A) THE SHIPPER WARRANTS THAT EACH ARTICLE IS PROPERLY AND ACCURATELY DESCRIBED ON THIS CONSIGNMENT NOTE AND HAS BEEN DECLARED BY TCS (PRIVATE) LIMITED TO BE UNACCEPTABLE FOR TRANSPORTATION AND THAT THE SHIPMENT IS PROPERLY MARKED AND ADDRESSED AND PLACED TO ENSURE SAFE TRANSPORTATION WITH ORDINARY CARE IN HANDLING
   (B) THE SHIPPER HEREBY ACKNOWLEDGES THAT TCS (PRIVATE) LIMITED MAY ABANDON AND/OR REJEASE ANY ITEM CONSIGNED BY THE SHIPPER TO TCS (PRIVATE) LIMITED WHICH TCS (PRIVATE) LIMITED HAS DESCRIBED AS BEING UNACCEPTABLE UNDER SECTION 18 HEREOF OR INCORRECTLY MARCLIBED BELOW, WITHOUT INTERNATIONAL OF OR OTHER WISE PREJUDICE TO ANY OTHER RIGHTS AND REMEDIES AGAINST THE SHIPPER AND THE SHIPPER WILL SAVE AND HARMLESS SENDER AND HOLD TCS (PRIVATE) LIMITED HARMLESS FROM ALL CLAIMS, DAMAGES FINES AND EXPENSES ARISING THEREOF
   (C) THE SHIPPER HEREBY ACKNOWLEDGES AND UNDERTAKES THAT THE SHIPPER SHALL PAY TO TCS (PRIVATE) LIMITED ALL TAXES/FEES/DUTIES WHICH MAY BE LEVIED ON THE SHIPPER DUE TO THE SUBMISSION OF INFORMATION TO THE DESTINATION. THE SHIPPER FURTHER UNDERTAKES THAT ANY COSTS/EXPENSES INCURRED BY TCS (PRIVATE) LIMITED ON ACCOUNT OF NON PAYMENT OF THESE TAXES/LEVIES/DUTIES BY THE CONSIGNEE WILL ALSO BE RECOVERABLE FROM THE SHIPPER PRIOR TO HANDING OVER THE POSSESSION OF THE SHIPPER GOODS TO THE CONSIGNEE
   (D) THE SHIPPER HEREBY CONFIRMS THAT THE SHIPPER GOODS ARE PROPERLY AND ADEQUATELY PACKED FOR TRANSPORTATION BY AIR/ROAD AND TCS (PRIVATE) LIMITED IS NOT LIABLE FOR ANY DAMAGE CAUSED TO THE GOODS DURING TRANSPORTATION WHICH COULD HAVE BEEN AVOIDED BY PROPER PACKING
   RIGHT TO INSPECTION OF SHIPMENT
   TCS (PRIVATE) LIMITED HAS THE RIGHT, BUT NOT THE OBLIGATION TO INSPECT ANY SHIPMENT INCLUDING, WITHOUT LIMITATION, OPENING THE SHIPMENT. TCS (PRIVATE) LIMITED SHALL BE ENTITLED TO REFUSE TO TRANSPORT ANY SHIPMENT WHICH, UPON SUCH INSPECTION IS FOUND TO VIOLATE ANY OF THESE TERMS AND CONDITIONS. TCS (PRIVATE) LIMITED SHALL GIVE NOTICE OF SUCH REFUSAL WITHIN 3 DAYS FOLLOWING AND THE SHIPPER MAY THEN COLLECT THE SHIPMENT AFTER PAYING STORAGE/WAREHOUSE/OTHER CHARGES IN RESPECT THEREOF.
   LIEN ON GOODS
   TCS (PRIVATE) LIMITED SHALL HAVE A LIEN ON ANY GOODS SHIPPED IN RESPECT OF ALL FREIGHT CHARGES, LEVIES, TAXES, DUTIES, DUTIES, ADVANTAGES OR OTHER CHARGES OF ANY KIND ARISING OUT OF THE TRANSPORTATION OF SENDER'S AND MAY REFUSE TO SURRENDER POSSESSION OF THE GOODS UNTIL SUCH CHARGES ARE PAID
   LIMITATION OF LIABILITY
   THE SHIPPER AGREES THAT IN CASE OF ANY DAMAGE OR LOSS TO THE SHIPMENT OR ANY PART THEREOF TCS (PRIVATE) LIMITED SHALL BE ENTITLED TO HAVE THE SAME ASSESSED/VALUATED THROUGH INDEPENDENT SURVEYORS WHO SHALL PREPARE A REASONABLE EVALUATION OF THE DAMAGE/LOSS CAUSED TO THE SHIPMENT. TCS (PRIVATE) LIMITED SHALL THEREAFTER BE FOR THE SHIPPER ENTITLED TO PAY COMPENSATION TO THE SHIPPER BY TERMS OF THE SAID EVALUATION OF THE SURVEYOR(S), PROVIDED ALWAYS THAT THE MAXIMUM LIABILITY OF TCS (PRIVATE) LIMITED TO PAY ANY COMPENSATION FOR DAMAGE/LOSS TO THE SHIPMENT SHALL IN NO CASE EXCEED RS 100 PER KG OF THE DAMAGED/LOST SHIPMENT
   CONSEQUENTIAL DAMAGES EXCLUDED
   TCS (PRIVATE) LIMITED SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL SPECIAL DAMAGES OR OTHER INDIRECT LOSS, HOWSOEVER ARISING WHETHER OR NOT TCS (PRIVATE) LIMITED HAD KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS
   LIABILITY NOT ASSUMED
   THE SHIPPER HEREBY FULLY ACKNOWLEDGES HAVING BEEN INFORMED BY TCS (PRIVATE) LIMITED THAT THIS SHIPMENT SHALL BE TRANSPORTED BY ROAD AND SHALL THEREFORE BE EXPOSED TO ALL RISKS USUALLY TO BE ASSOCIATED WITH SUCH MODE OF TRANSPORTATION. SUBJECT TO THE PROVISIONS, TCS (PRIVATE) LIMITED WILL ENDEAVOUR TO EXERCISE ITS BEST EFFORTS TO PROVIDE SAFE DELIVERY DELIVER IN ACCORDANCE WITH REGULAR DELIVERY SCHEDULE. TCS (PRIVATE) LIMITED WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY DELAY IN PICK UP, TRANSPORTATION OR DELIVERY OF ANY SHIPMENT, REGARDLESS OF THE CAUSE OF SUCH DELAY
   FURTHER, TCS (PRIVATE) LIMITED SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES, INCORRECT DELIVERY OR MIS-DELIVERY
   (A) DUE TO ANY ACT OF GOD, FORCE MAJEURE OR ANY OTHER CAUSE BEYOND THE CONTROL OF TCS (PRIVATE) LIMITED
   (B) CAUSED BY
      (1) THE ACT DEFAULT OR OMISSION OF THE SHIPPER, THE CONSIGNEE OR ANY OTHER PARTY WHO CLAIMS AN INTEREST IN THE SHIPMENT (INCLUDING BUT NOT LIMITED TO THE VIOLATION OF ANY ITEM OR CONDITION HEREOF)
      (2) THE NATURE OF THE SHIPMENT FOR ANY DEFECT, CHARACTERISTICS OR INHERENT VICE THEREOF
      (3) ELECTRICAL OR MAGNETIC INJURY, ERASURE OR OTHER SUCH DAMAGE TO ELECTRONIC OR PHOTOGRAPHIC IMAGES OR RECORDING IN ANY FORM.
   CLAIMS
   (A) ANY CLAIMS MUST BE BROUGHT BY THE SHIPPER AND DELIVERED IN WRITING TO THE OFFICER OF TCS (PRIVATE) LIMITED NEAREST LOCATION AT WHICH THE SHIPMENT WAS ACCEPTED WITHIN 15 DAYS OF SUCH ACCEPTANCE. NO CLAIM SHALL BE ENTERTAINED BY TCS (PRIVATE) LIMITED OUTSIDE OF THE TIME LIMIT, AND THE SHIPPER HAS SHALL HAVE NO RIGHT TO DEDUCT FROM ANY TRANSPORTATION CHARGES OWED TO TCS (PRIVATE) LIMITED
   (B) NO CLAIM FOR LOSS OR DAMAGE WILL BE ENTERTAINED UNTIL ALL TRANSPORTATION CHARGES HAVE BEEN PAID. THE AMOUNT OF ANY SUCH CLAIM MAY NOT BE DEDUCTED FROM ANY TRANSPORTATION CHARGES OWED TO TCS (PRIVATE) LIMITED
   APPLICABILITY
   THESE TERMS AND CONDITIONS SHALL APPLY TO AND INSURE TO THE BENEFIT OF TCS (PRIVATE) LIMITED AND ITS ASSIGNS
10 MATERIALS NOT ACCEPTABLE FOR TRANSPORT
   TCS (PRIVATE) LIMITED SHALL NOT CARRY

CURRENCY	PLANTS	NEGOTIABLE INSTRUMENTS IN BEARER FORMS
JEWELLERY	CONTRABAND GOODS	LEWD OBSCENE OR PORNOGRAPHIC MATERIALS
BULLION	SEEDS	WORKS OF ART	INDUSTRIAL CARBONS AND DIAMONDS
ANTIQUES	PRECIOUS	DATA RESTRICTED AS TO USE (INCLUDING BUT NOT
LIQUOR		EXPLOSIVES	LIMITED TO HAZARDOUS OR COMBUSTIBLE MATERIALS)
STAMPS		ANIMALS	PROPERTY, THE CARRIAGE OF WHICH IS
PRECIOUS METALS	PERISHABLES	PROHIBITED BY ANY LAW, REGULATION OR STATUTE
RESTRICTED DRUGS NARCOTICS	FREE ARMS	OF ANY PROVINCE OR FEDERAL GOVERNMENT OF PAKISTAN

   IN COMPLIANCE WITH PARLIAMENT POST OFFICES ACT, 1898 TCS (PRIVATE) LIMITED WOULD NOT ACCEPT LETTERS OR POST CARDS AS THEIR CARRIAGE IS THE EXCLUSIVE PRIVILEGE OF THE FEDERAL GOVERNMENT
11 INSURANCE
   (A) AT THE REQUEST OF THE SHIPPER AND UPON PAYMENT THEREOF, TCS (PRIVATE) LIMITED WILL ARRANGE INSURANCE ON BEHALF OF THE SHIPPER
   (B) THE INSURANCE COVERAGE SHALL BE GOVERNED BY THE TERMS AND CONDITIONS CONTAINED IN THE POLICY OF INSURANCE ISSUED BY THE INSURANCE COMPANY
   (C) CONSEQUENTIAL DAMAGES AND LOSS OR DAMAGE RESULTING FROM DELAYS OR TRANSPORTATION ARE NOT COVERED BY ANY SUCH POLICY OF INSURANCE.

(29)

REGISTERED

GOVERNMENT OF KHYBER PAKHTUNKHWA
ELEMENTARY & SECONDARY EDUCATION
DEPARTMENT

Dated Peshawar the May 22, 2019

NOTIFICATION

NO.SO(SM)E&SED/4-14/2018/Hidayatullah Add Dir DCTE:

WHEREAS Mr Hidayat Ullah Additional Director (TPD) BS-19, DCTE Khyber Pakhtunkhwa Abbottabad was proceeded against under Khyber Pakhtunkhwa, Government Servants (Efficiency & Discipline) Rules, 2011 for the charges mentioned in the charge sheet and statement of allegations.

2. **AND WHEREAS** the inquiry committee comprising the following officers was constituted to conduct formal inquiry against the accused officer for the charges levelled against him in accordance with rules.

i. Syed Kamran Shah (PCS SG BS-20), Secretary Finance FATA Secretariat.
ii. Mr Ahmad Jan, Principal (BS-20), GHSS Charsadda No 1

3. **AND WHEREAS** the inquiry committee after having examined the charges, evidence on record and explanation of the accused officer has submitted the report.

4. **AND WHEREAS** minor penalty of "withholding of two increments for two years" was tentatively imposed upon him vide show cause notice served upon him by the Competent Authority (Chief Minister, Khyber Pakhtunkhwa).

5. **AND WHEREAS** the Competent Authority (Chief Minister, Khyber Pakhtunkhwa) after having considered the charges and evidence on record, inquiry report, explanation of the accused officer in response to the show cause notice and personal hearing granted to him by the Secretary Finance (FATA) on behalf of the Chief Minister Khyber Pakhtunkhwa on 04.10.2018 is of the view that the charges against the accused officer have been proved.

6. **NOW, THEREFORE,** in exercise of the powers conferred under the Khyber Pakhtunkhwa, Government Servants (Efficiency & Discipline) Rules, 2011, the Competent Authority (Chief Minister, Khyber Pakhtunkhwa) is pleased to impose minor penalty of **"withholding of two annual increment for two years"** upon Mr Hidayat Ullah then Additional Director (TPD) BS-19, DCTE Khyber Pakhtunkhwa Abbottabad (now on the disposal of E&SE Department). Consequently his suspension is terminated with immediate effect.

SECRETARY

Endst: of even No. & Date

Copy forwarded to the

1. Accountant General, Khyber Pakhtunkhwa Peshawar
2. PSO to Chief Minister Khyber Pakhtunkhwa Peshawar.
3. Director, E&SE Khyber Pakhtunkhwa, Peshawar.
4. Director DCTE, Khyber Pakhtunkhwa Abbottabad.
5. District Accounts Officer Abbottabad
6. Mr Hidayat Ullah Ex Additional Director (TPD), DCTE (Now at the disposal of Directorate of E&SE, Khyber Pakhtunkhwa, Peshawar
7. PS to Chief Secretary Khyber Pakhtunkhwa, Peshawar
8. PS to Secretary Establishment Department, Peshawar
9. PS to Secretary E&SE Department, Khyber Pakhtunkhwa, Peshawar.
10. Office order file.

SECTION OFFICER (SCHOOLS/MALE)

29A

Better copy

GOVERNMENT OF KHYBER PAKHTUNKH ELEMENTARY AND SECONDARY EDUCATION DEPARTMENT

DATED ,PESHAWER May 22,019

NOTIFICATION

NO .SO(SM)E AND SED/4.14/2018/Hayatullha add dir DCTE

WHERE AS Mr hidayat ullah additional director (TPD) BS.19, DCTE Khyber pakhtun khwa Abbottabad was proceeded against under Khyber pakhtunkhwa , govt servant (efficiency and diseplian)rules,2011 for the charges mentioned in the charge sheet and statement of allegations.

AND WEHERAS the inquiry committee comprising the following officers was constituted to conduct formal inquiry against the accused officers for the charged leveled against him in accordance with rules

i. Sayed Kamran shah (PCS SG BS , 20),Secretary Finance FATA Secretariat.
ii. Mr. Ahmad jan ,principal (BS . 20) GHSS charsada no 1

AND WHEREAS the inquiry committee after having examined the charges ,evidence on record and explanation of the accused officer has submitted the report .

AND WHEREAS the competent authority (chief minister ,Khyber pkhtunkhwa)after having considered the charges and evidence on record ,inquiry report ,explanation of the accused officer in response to the show cause notice and personal hearing granted to him by the secretory finance (FATA)on the behalf of the chief minister Khyber pakhtunkhwa on 04.10.2018 is of the view that the charges against the accused officer have been proved.

NOW,THEREFORE, in exercise of the power conferred under the khyber pakhtunkhwa ,government servant (efficiency and diseplian)rules,2011, the competent authority (chief minister ,Khyber pkhtunkhwa) is pleased to impose minor penalty of ***withholding of two annual increment for two years***upon Mr. hidayat ullah then additional director (TPD) BS .19 ,DCTE Khyber pakhtunkhwa Abbottabad (now on the disposal of E and SE Department).consequently his terminated with immediate effect.

Secretary

c.t.c

(30)

Anx 6

بحضور جناب محمود خان صاحب وزیر اعلیٰ خیبر پختونخوا

اپیل بابت معافی سزا (Exoneration) وایڈجسٹمنٹ بحیثیت پرنسپل

جناب عالی!

معروض ہوں کہ میری دو 2 انکریمنٹس کی دو سال کیلئے with holding کی سزا بزریعہ ابتدائی وثانوی تعلیم

Notification No: SO(SM)E&SED/4-14/2018/Hidayatullah addl:Dir DCTE Dated: 22-05-2019

عمل میں لائی گئی۔

جناب عالی!

۱) یہ کہ 21 مارچ 2018 کو واقعہ پیش ہوا تھا۔اسی تاریخ کو ایبٹ آباد سے چھٹی لکھی گئی۔اسی تاریخ کو مجھے OSD بنایا گیا۔ اسی تاریخ کو میری تنخواہ بند کی گئی اور اسی تاریخ کو میرے خلاف انکوائری لانچ کی گئی جبکہ میں نے بھی اپنی شکایات بروقت پہنچائی تھی لیکن اس پر کوئی شنوائی نہیں ہوئی۔

۲) یہ کہ میرے خلاف انکوائری 04-10-2018 کو کی گئی اور 03/11/2018 کو محکمہ تعلیم کی سیکرٹریٹ میں جمع کی گئی لیکن تاخیری حربے کے طور پر 17/1/2019 کو آپ کی طرف بھیج دی گئی۔

۳) یہ کہ 20-02-2019 کو مجھے show cause نوٹس دیا گیا اور اگلے دن یعنی 21/2/2019 کو میں نے جواب جمع کیا جسمیں Personal hearing کی درخواست کی تھی۔

۴) یہ کہ جاری کردہ نوٹیفکیشن میں انکوائری کی تاریخ (04-10-2018) کو Personal hearing کی تاریخ دی گئی ہے جبکہ 20 فروری 2019 کو تو دفتر نے مجھ سے رائے مانگی تھی۔(یعنی میری Personal Hearing نہیں کروائی گئی)

۵) یہ کہ میری ایڈجسٹمنٹ کے لئے محکمہ نے GHSS رجوعیہ ضلع ایبٹ آباد لکھا تھا جبکہ قلم سے FR Bannu (ایک سازش کے تحت) چیف سیکٹری کے آفس میں کروایا گیا۔

۶) یہ کہ بنوں اور FR Bannu میں پرنسپل (BPS-19) کی کوئی اسامی نہیں ہے اس لئے اس کو ایک بار پھر آپ کی طرف (پتہ نہیں کب؟) بھیجا جائیگا اور کسی دور دراز کی تجویز دی جائیگی۔

۷) یہ کہ میری اور گوہر علی خان صاحب ڈائریکٹر DCTE کے درمیان 16-03-2019 کو 8 پرنسپل کے سامنے صلح ہوگئی ہے۔ (یہ انکوائری سفارشات کی ایک شق بھی تھی) اور ہم نے ایک دوسرے کو معاف کیا ہے۔

۸) یہ کہ مجھے 6 چھ مہینوں سے کوئی تنخواہ نہیں دی گئی ہے۔

جناب عالی!

ان تمام باتوں کو دیکھ کر تو میں بہت ساری سزا بھگت چکا ہوں۔

لہذا دردمندانہ اپیل ہے کہ مجھے Exonerate کیا جائے اور میری تعیناتی ضلع بونیر کی کسی خالی سکول (GHSS Batara) میں کرائی جائے تاکہ میری وجہ سے میرے خاندان کے افراد مزید متاثر نہ ہو۔

شکریہ

تابع فرمان

ہدایت اللہ

23/5/2019

Ex.Addl: Director

DCTE Abbottabad Dated: 23/5/2019

a.t.c

(32) Anx "H"

REGISTERED

GOVERNMENT OF KHYBER PAKHTUNKHWA
ELEMENTARY & SECONDARY EDUCATION DEPARTMENT

No.SO(SM)E&SED/4-14/2019/Hidayat Ullah Ex-Additional Director DCTE
Dated Peshawar the August 27, 2019

To

Mr. Hidayat Ullah
Ex-Additional Director BS-19 (TPD), DCTE, Abbotabad.
(Now Principal BS-19 GHSS Batara, Buner.

Subject: - **REVIEW/REPRESENTATION/APPEAL AGAINST THE MINOR PENALTY OF WITHHOLDING OF TWO ANNUAL INCREMENTS FOR TWO YEARS VIDE NOTIFICATION NO:SO(SM) E&SED/4-14/2018/HIDAYATUNNLAH ADDITIONAL DIRECTOR TPD DCTE ABBOTTABAD**

I am directed to refer to your review appeal on the subject cited above and to state that the Appellate Authority/Chief Minister Khyber Pakhtunkhwa has rejected your review appeal having no valid grounds.

S.Rafiq 28/08/2019

(SHAHID RAFIQ)
SECTION OFFICER (SCHOOLS MALE)

Endst: Even No. & Date:

Copy of the above is forwarded to the: -

1. Director E&SE Khyber Pakhtunkhwa Peshawar
2. Director DCTE Abbottabad, Khyber Pakhtunkhwa Peshawar
3. PS to Secretary, E&SE Department, Khyber Pakhtunkhwa, Peshawar.

SECTION OFFICER (SCHOOLS MALE)

C.T.

(33)

وکالت نامہ

بعدالت جناب چیئرمین محتسب خیبر پختونخوا سروس ٹریبونل پشاور

ہدایت اللہ بنام ڈائریکٹر سیکنڈری ایجوکیشن خیبر پختونخوا پشاور وغیرہ

منجانب ریسپونڈنٹ دعویٰ سروس اپیل

باعث تحریر آنکہ

مقدمہ مندرجہ بالاعنوان میں اپنی طرف سے واسطے پیروی وجوابدہی بمقام کے لیے چیئرمین محتسب خیبر پختونخوا سروس ٹریبونل پشاور

مشتاق احمد خان ایڈووکیٹ پشاور کو بدیں شرط وکیل مقرر کیا ہے میں ہر پیشی پر خود یا بذریعہ مختار خاص روبرو عدالت حاضر ہوتا رہوں گا اور بروقت پکارے جانے مقدمہ وکیل صاحب موصوف کو اطلاع دے کر حاضر عدالت کروں گا۔ اگر پیشی پر من مظہر حاضر نہ ہوا اور مقدمہ میری غیر حاضری کی وجہ سے کسی طور پر میرے برخلاف ہو گیا تو صاحب موصوف اس کے کسی طرح ذمہ دار نہ ہوں گے۔ نیز وکیل صاحب موصوف صدر مقام کچہری کے کسی اور جگہ یا کچہری کے مقررہ اوقات سے پہلے یا پیچھے یا بروز تعطیل پیروی کرنے کے ذمہ دار نہ ہوں گے۔ اگر مقدمہ علاوہ صدر مقام کچہری کے کسی اور جگہ سماعت ہونے یا بروز تعطیل یا کچہری کے اوقات کے آگے پیچھے پیش ہونے پر من مظہر کو کوئی نقصان پہنچے تو اس کی ذمہ دار یا اس کے واسطے کسی معاوضہ کے ادا کرنے یا مختانہ واپس کرنے کے بھی صاحب موصوف ذمہ دار نہ ہوں گے۔ مجھے کو کل ساختہ پرداختہ صاحب موصوف مثل کردہ ذات خود منظور و قبول ہوگا اور صاحب موصوف کو عرضی دعوے و جواب دعویٰ اور درخواست اجرائے ڈگری و نظر ثانی اپیل و نگرانی ہر قسم کی درخواست پر دستخط و تصدیق کرنے کا بھی اختیار ہوگا اور کسی حکم یا ڈگری کے اجرا کرانے اور ہر قسم کا روپیہ وصول کرنے اور رسید دینے اور داخل کرنے اور ہر قسم کے بیان دینے اور سپرد ثالثی و راضی نامہ کو فیصلہ برخلاف کرنے، اقبال دعویٰ دینے کا بھی اختیار ہوگا اور بصورت اپیل و برآمدگی مقدمہ یا منسوخی ڈگری، یکطرفہ درخواست حکم امتناعی یا قرقی یا گرفتاری قبل از اجراء ڈگری بھی موصوف کو بشرط ادائیگی علیحدہ مختانہ پیروی کا اختیار ہوگا، اور بصورت ضرورت صاحب موصوف کو بھی اختیار ہوگا، یا مقدمہ مذکورہ یا اس کے کسی جزو کی کاروائی کے واسطے یا بصورت اپیل، اپیل کے واسطے کسی دوسرے وکیل یا بیرسٹر کو بجائے اپنے یا اپنے ہمراہ مقرر کریں، اور ایسے مشیر قانون کو ہر امر میں وہی اور ویسے ہی اختیارات حاصل ہوں گے، جیسے کہ صاحب موصوف کو حاصل ہیں اور دوران مقدمہ میں جو کچھ ہرجانہ التواء پڑے گا وہ صاحب موصوف کو پورا اختیار ہوگا کہ مقدمہ کی پیروی نہ کریں اور ایسی صورت میں میرا کوئی مطالبہ بھی صاحب موصوف کے برخلاف نہیں ہوگا۔ لہٰذا یہ مختار نامہ لکھ دیا تا کہ سند رہے۔

مورخہ 12/09/2022 مضمون مختار نامہ سن لیا ہے اور اچھی طرح سمجھ لیا ہے اور منظور ہے۔

Attested & Accepted

Mushtaq Ahmed Khan Advocate

العبد

العبد

ہدایت اللہ ولد عنایت اللہ ساکن ٹوپی کوہاٹ ضلع ٹوپی

KHYBER PAKHTUNKWA SERVICE TRIBUNAL, PESHAWAR

No. 421-22 /ST Dated 14-02 2020

To

1. The Accounts Officer (Pension) Accountant General,
   Government of Khyber Pakhtunkhwa,
   Peshawar.
2. Fazal Subhan Section Officer Office of the Secretary E&SE Department,
   Government of Khyber Pakhtunkhwa,
   Peshawar.

Subject: - **ORDER IN APPEAL NO. 1155/2019, MR. HIDAYAT ULLAH.**

I am directed to forward herewith a certified copy of order dated 03.02.2020 passed by this Tribunal on the above subject for strict compliance.

Encl: As above

REGISTRAR
KHYBER PAKHTUNKHWA
SERVICE TRIBUNAL
PESHAWAR.

KHYBER PAKHTUNKWA SERVICE TRIBUNAL, PESHAWAR

No. 545 /ST Dated 12.03. 2020

To

The Accountant General,
Government of Khyber Pakhtunkhwa,
Peshawar.

Subject: - **ORDER REGARDING RELEASE OF SALARY IN APPEAL NO.1155/19.MR HIDAYATULLAH.**

I am directed to forward herewith a certified copy of order dated 02.03.2020 passed by this Tribunal on the above subject for strict compliance.

Encl: As above

REGISTRAR
KHYBER PAKHTUNKHWA
SERVICE TRIBUNAL
PESHAWAR.

BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL, PESHAWAR.

S.A.# 1155/2019.

Mr. Hidayatullah, Principal GHSS Batara Tehsil Daggar District Buner.....**Appellant.**

VERSUS

Secretary E&SE, Govt: of Khyber Pakhtunkhwa & others .....**Respondents.**

PARAWISE COMMENTS FOR & ON BEHALF OF THE RESPONDENTS

Respectfully Sheweth,

The Respondents submit as under:-

Preliminary Objections

1. The appellant has got no cause of action/locus standi.
2. The instant appeal is badly time barred.
3. The appellant has concealed the material facts from this Hon'able Tribunal, hence is liable to be dismissed on this score.
4. The appellant has not come to this Hon'albe Tribunal with clean hands.
5. The appellant has filed the instant appeal with malafide intension just to pressurize the Respondents.
6. The present appeal is liable to be dismissed for mis-joinder & non joinder of necessary parties.
7. The instant appeal is against the prevailing law & rules.
8. The appellant is estopped by his own conduct to file the instant appeal.
9. The instant appeal is not maintainable in its present form and also in the present circumstances of the issue.
10. That the order dated 22-05-2019 is legally competent and is liable to be maintained in favour of the Respondents.
11. That the appellant has been treated according to law, rules and discretionary powers conferred upon respondent No.1, under Section-10 of Civil Servant Act 1973.
12. That the appellant does not fall within the ambit of aggrieved person

FACTS.

1. Para-1 is relates to the personal record of the appellant, hence no comments.
2. Incorrect. That undoubtedly, the ugly incident did happen, exchange of vituperative language between the two senior government officers did take place and worst of all, physical scuffle, though brief, between them did occur during the official meeting on 31-03-2018 at DCTE KP Abbottabad which was quite unfortunate, undesirable, violative of office discipline & decorum, and unbecoming of gentlemen Govt. Officers.
3. That the services of the appellant were placed at the disposal of Directorate of E&SE for further posting due to criminal and violent attack of the appellant, which is not only against the official decorum and E&D Rules, 2011.
4. Incorrect. In fact the Director. DCTE Abbottabad asked clarification from the appellant regarding number of teacher to be trained with reference to the agreement in response the appellant refused to respond and clarify the position and also abuses the director and then immediately made violent attack upon the Director (**Annex-A**).
5. As already explained in above para.
6. Correct to the extent that after proper approval of the Competent Authority, an inquiry committee was constituted to dig out factual position.
7. As already explained in the above para.
8. Incorrect, misleading and against the facts. During the inquiry proceedings against appellant it was detected that all the allegations against the appellant are correct/proved and appellant had already been provided opportunity for his defense.

9. Incorrect, misleading and against the facts. The Competent Authority has considered the charges against the appellant, evidence on record, inquiry report, explanations of the appellant and declared the charges against the appellant, have been proved. And after fulfilling all codal formalities the Competent Authority imposed minor penalty of withholding of two annual increments for two years.

10. Incorrect, misleading and against the facts. The penalty imposed upon the appellant is according to law, rules on the subject, natural justice, acts, material on record, inquiry report, evidence on record and confess on of the appellant, hence legal, lawful, by the lawful authority hence, tenable/maintainable in the eye of law. The present appeal is liable to be dismissed interalia on the following grounds:-

Grounds

a. Incorrect and not admitted. The appellant has been treated in accordance with law and no right of the appellant has been violated. Hence denied being a false and baseless and against the facts, record and inquiry proceedings.

b. Incorrect as already explained in the forgoing paras, that the appellant has already been provided ample opportunity and personal hearing and defense. (**Annex-B**).

c. Incorrect and not admitted. As already explained in the above para.

d. Incorrect. The statement of the appellant in this para is false, baseless, against the facts, record and inquiry report. In fact, proper proceedings were conducted against the appellant after obtaining approval of the Competent Authority.

e. As replied in the above Para.

F. Incorrect and not admitted. The statement of the appellant in this para is manufactured one and a mare concocted story, the allegation against the appellant were detected by the inquiry officers.

g. Incorrect and not admitted. The charges leveled against the appellant are true and based on facts which were proved within the meaning of law, thus the penalty imposed is tenable and liable to be maintained in the eye of law and justice. Hence this para is denied.

h. Incorrect and not admitted. The appellant thus been treated in accordance with law and no right of the appellant has been violated, hence denied.

i. The respondents also seek the permission of this Hon'able Tribunal to adduce more grounds and proofs at time of arguments.

It is therefore, very humbly prayed that on the acceptance of this reply, the instant Appeal be dismissed with cost.

SECRETARY,
(E&SED) KP Peshawar.

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Confidential

REPORT

OF

INQUIRY AGAINST MR. HIDAYAT ULLAH OFFICER OF BS-19 (TEACHING CADRE) EX-ADDITIONAL DIRECTOR DIRECTORATE OF CURRICULUM & TEACHER EDUCATION KHYBER ABBOTTABAD

UNDER

THE KHYBER PAKHTUNKHWA
GOVERNMENT SERVANTS
(EFFICIENCY AND DISCIPLINE) RULES, 2011

 38

Subject: **INQUIRY AGAINST MR. HIDAYAT ULLAH OFFICER OF BS-19 (TEACHING CADRE) EX-ADDITIONAL DIRECTOR DIRECTORATE OF CURRICULUM & TEACHER EDUCATION KHYBER ABBOTTABAD**

Through the Government of Khyber Pakhtunkhwa, Elementary & Secondary Education Department, Government of Khyber Pakhtunkhwa Notification No.SO(SM)E&SED/4-14/2018/Hidayat Ullah Addl. Director DCTE dated 28.09.2018, an Inquiry Committee, comprising the undersigned officers, has been constituted to conduct disciplinary proceedings, under the Khyber Pakhtunkhwa Government Servants (Efficiency and Discipline) Rules, 2011, against the accused Hidayat Ullah ex-Additional Director (BS-19), Directorate of Curriculum & Teachers Education, Abbottabad (now placed at the disposal of Directorate of E&SE Peshawar) (**Annex-A**).

2. According to the Statements of Allegations, the accused Hidayat Ullah, Ex-Additional Director, Directorate of Curriculum & Teacher Education, Abbottabad has been charged as under (**Annex-B**): -

> "He has abused and attacked the Director DCTE in an official matter and has violated the official decorum".

BRIEF BACKGROUND

3. On 21.03.2018 during an official meeting held in the office of Director, Directorate of Curriculum & Teachers Education Abbottabad for finalizing a Presentation on clarification of a certain point, situation turned ugly leading to exchange of indecorous language and physical scuffle between Mr. Gohar Ali Khan, Director, DCTE and the accused Hidayat Ullah, then-Additional Director (BS-19). Hence, the instant disciplinary proceedings against the accused officer.

4. Mian Hussain Din, Section Officer (Schools Male), Elementary & Teachers Education Department was assigned as the Departmental Representative to assist the inquiry committee. The proceedings were held on 04.10.2018 (**Annex-C**) and 08.10.2018 (**Annex-D**). During the proceedings, the verbal statements of the accused officer and the witnesses were taken on oath.

5. During the course of the inquiry proceedings, the following officers/officials, including the accused officer, were heard, examined, cross questioned and their statements recorded (their written statements are placed at the Annexures mentioned against each respectively): -

i) Mr. Gohar Ali Khan, Director, Directorate of Curriculum & Teachers Education Abbottabad (**Annex-E**).

ii) Mr. Zulfiqar Khan, Additional Director, Directorate of Curriculum & Teacher Education Abbottabad (**Annex-F**).

iii) Dr. Shafqat Hussain, Subject Specialist, Directorate of Curriculum & Teacher Education Abbottabad (**Annex-G**).

iv) Mr. Gul Nazir Khan, Subject Specialist, Directorate of Curriculum & Teacher Education Abbottabad (**Annex-H**).

v) Mr. Mukhtiar Muhammad, Subject Specialist, Directorate of Curriculum & Teacher Education Abbottabad (**Annex-I**).

vi) Mr. Ikramullah, Computer Operator, Directorate of Curriculum & Teacher Education Abbottabad (**Annex-J**).

vii) Accused Hidayat Ullah, then-Additional Director (BS-19), Directorate of Curriculum & Teachers Education Khyber Abbottabad (now at the disposal of Directorate of E&SE Peshawar) (**Annex-K**).

FACTS

6. In the light of the statements/examination of the accused as well as other officers/officials/witnesses and perusal of the relevant record, the following facts have come out: -

1. Accused Hidayat Ullah (BS-19 Officer of E&SED) was posted as Additional Director in Directorate of Curriculum & Teachers Education Abbottabad back in April, 2017. He took over charge of the post on 01.05.2017.

2. After a month or so, Mr. Gohar Ali Khan (BS-20 Officer of E&SE Department) was posted as Director, Directorate of Curriculum and Teachers Education Abbottabad vide the E&SE Department, Government of Khyber Pakhtunkhwa No.SO(SM)E&SED/2-12/2017/Gohar Ali Khan (BS-19) M.C Director DCTE, KP, Abbottabad dated 07.07.2017 (**Annex-L**).

3. Director DCTE (Mr. Gohar Ali Khan) constituted/notified, vide the office Notification No.9464-74 dated 14.12.2017, a five member Implementation & Monitoring Committee under the accused Hidayat Ullah, Additional Director (TPD) as its Chairman, for the planning, implementation and monitoring of the training of "English Language Training for Primary School Teachers" for Grade III to IV in collaboration with the British Council (**Annex-M**). The accused officer also performed as Drawing & Disbursing Officer for the project.

4. It is worth mentioning that for the said project E&SE Department, Govt. of KP had signed MOU with the British Council on 19.07.2016 for delivery of training to primary school teachers, which was to last till 30-06.2018. It was followed by a formal agreement, with an addendum, executed between the two parties on 06.09.2016.

5. A steering committee, with the following composition was constituted for the above mentioned project vide the E&SE Department, Govt. of KP Notification No.SO(B&A)1-6/2016-17/Training dated 05.05.2017 (**Annex-N**): -

i.	Secretary E&SE Department	Chairman
ii.	Special Secretary E&SE Department	Member
iii.	Director E&SE, Peshawar	Member
iv.	Director DCTE KP	Member
v.	Director PITE, Peshawar	Member
vi.	Director English Program, British Council	Member
vii.	DS/Section Officer (Budget)	Member

6. For preparing/finalizing a presentation to be made to the steering committee, a meeting was convened on 21.03.2018 at 0900 hours in the office of Director DCTE, which was attended, besides Mr. Gohar Ali Khan being in chair, by the following: -

   i. Accused Hidayat Ullah, then Additional Director (TPD).
   ii. Mr. Zulfiqar Khan, Additional Director (C&T).
   iii. Dr. Shafqat Hussain, Subject Specialist.
   iv. Mr. Gul Nazir Khan, Subject Specialist.
   v. Mr. Mukhtiar Muhammad, Subject Specialist.
   vi. Mr. Ikramullah, Computer Operator.

7. It was the said meeting, during the course of which the unfortunate incident happened over a point of clarification between Mr. Gohar Ali Khan Director and the accused Hidayat Ullah, Additional Director. The other participants had to intervene for separating both the parties.

8. The incident was immediately reported by the DCTE KP, Abbottabad to the Administrative Department (E&SED) vide their letter No.1947/PA dated 21.03.2018 **(Annex-O)**.It was also discussed by the Director with the administrative authorities telephonically on the same day.

9. Reportedly on the verbal telephonic approval, the accused officer was relieved from duty on the same day i.e. 21.03.2018 (AN), vide the Director DCTE KP, Abbottabad Order No.1976-82/EB/AE-II dated 21.03.2018 with the direction to report to the E&SE Department (**Annex-P**).

10. E&SE Department, Govt. of KP through its Notification No.SO(SM)/E&SED/2-1/2018/Hidayatullah Additional Director dated 21.03.2018 placed the services of accused Hidayat Ullah, Additional Director (BS-19) (TPD) at the disposal of the Directorate of Elementary & Secondary Education, Khyber Pakhtunkhwa for further posting (**Annex-Q**). Besides, Mr. Zulfiqar Khan, Additional Director (C&T) was assigned the additional charge of the said post (i.e. Additional Director, TPD).

11. Subsequently, a summary for Chief Minister, Khyber Pakhtunkhwa was moved by the Secretary E&SE on 28.03.2018, proposing suspension of the accused officer and initiation of a formal inquiry against him (**Annex-R**).The summary was approved by the Chief Minister on 14.09.2018.

12. After approval of the competent authority, this inquiry committee was constituted and notified vide Elementary & Secondary Education Department, Government of Khyber Pakhtunkhwa Notification No.SO(SM)E&SED/4-14/2018/Hidayat Ullah Addl. Director DCTE dated 28.09.2018 for formal inquiry against the accused officer (**Annex-A**), leading to the instant proceedings.

FINDINGS

7. As a result of the hearing/interviews of the accused officer as well as department functionaries/witnesses concerned, perusal of their statements and examination of the relevant record, the following findings have come-out: -

1. The aggrieved officer (Gohar Ali Khan, Director DCTE) and the accused officer (Hidayat Ullah then-Additional Director (TPD) DCTE had never served together previously.

2. Mr. Gohar Ali Khan, Director DCTE, is a BS-20 Officer from the Management Cadre of E&SE Department, whereas the accused Hidayat Ullah is a BS-19 officer from the Teaching Cadre of the department.

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3. Mr. Gohar Ali Khan, Director DCTE, is reputedly a strict and strong administrator, who was posted in the Directorate of Curriculum and Teachers Education Khyber Pakhtunkhwa, Abbottabad for the first time.

4. The accused Hidayat Ullah had previously served in the Directorate of Curriculum and Teachers Education Khyber Pakhtunkhwa, Abbottabad from 01.11.2013 to 30.11.2016 as a Subject Specialist (BS-18). During his tenure as Additional Director (TPD), he was also assigned as Chairman of the Implementation and Monitoring Committee, constituted/notified by the Director DCTE (Mr. Gohar Ali Khan) on 04.12.2017 (**Annex-M**), for the "English Language Training for Primary School Teachers Project" being executed in collaboration with the British Council.

5. According to the MoU signed with the British Council on 19.07.2016 for the above mentioned project approximately 83,000 Primary School Teachers were to be trained (**Annex-S**), whereas through the addendum dated 30.08.2017 to the agreement signed between the parties on 06.09.2016, the numbers of projected trainees (Primary School Teachers of Grade III to V) were reduced (**Annex-T**). It was the difference between these projected figures, which became immediate cause of flaring up of the unfortunate incident.

6. There originated some sort of mis-understanding/mis-apprehensions between Mr. Gohar Ali Khan, Director DCTE and the accused Hidayat Ullah, Additional Director DCTE soon after taking over of charge by the former on 07.07.2017. As per the version of the accused officer, during the briefing session on 08.07.2017, attended by all the three Additional Directors, including Mr. Zulfiqar Khan and Mr. Muhammad Shafiq and accused Hidayat Ullah, the newly appointed Director run down the accused officer reportedly due to some mis-understanding, pervading the subsequent interaction between them till the incident (**Annex-K**).

7. Respective written statements and verbal communication during the course of their examination by the Inquiry Committee clearly reflect existence of apprehensions, ill feelings, misperception and misunderstanding between the two officers. The accused Hidayat Ullah, was fearing the Director as grudgingly resentful and deliberately insulting towards him, intending to implicate him in some financial wrong (**Annex-K**). On the other side, Mr.Gohar Ali Khan, Director considered the accused officer lethargic and inefficient, mis-managing the financial matters (**Annex-E**).

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8. As mentioned earlier at S.No.6 of Para-6, the meeting on finalizing the presentation for the steering committee of the said project was held on 21.03.2018 in the office of Director DCTE, which was attended, besides the Director, by the six officers/officials including also the accused Hidayat Ullah. During the course of the meeting, in slide No.2/3 of the draft presentation, the total number of projected trainees was mentioned as 75,000 PST according to the agreement and 83,000 PST as per the MoU. Thereupon the Director sought clarification as to the discrepancy; unsatisfied with the explanation made, the Director (Mr. Gohar Ali Khan) snubbed the accused Hidayat Ullah in certain strong words. As per the statements of the witnesses, the accused retorted also in the similar tone and manner, leading to exchange of improper language between them (initially in urdu and then in Pashto). In the heat of emotions. The accused officer leapt up and so did the Director, culminating into physical scuffle and leaving resultant imprints in shape of torn clothes and a slight injury underneath the Director's (Gohar Ali Khan) left eye. The other participants quickly intervened and separated the two officers, the accused leaving the venue thereafter (please peruse the statements of all the five witnesses are available at **Annexures F to J**).

9. Shortly after the incident, the accused Hidayat Ullah seemed regretful, which he also shared during the inquiry proceedings, over the impulsive act and ugly incident, unbecoming of senior officers. This can be understood from his helping out Mr. Zulfiqar Khan, Additional Director (to whom the task had then been assigned) in finalizing the presentation on the same day. Reportedly the accused officer also signed two official cheques sent to them as the DDO concerned (**Annex-K**).

10. It is worth mentioning that all the five witnesses/officials have testified during their examination/hearing that the accused Hidayat Ullah is otherwise very friendly, kind hearted and patient officer and as such what happened on that day was quiet unlike him and surprising for them. Reportedly, the accused officer is a patient of hypertension (blood pressure) for quite some time.

11. Soon after the incident, the Director contacted the higher authorities of E&SE Department telephonically (please peruse the statement at S.No.11 of **Annex-E**) besides dispatching a written report to the administrative department on the same date i.e. 21.03.2018 (**Annex-O**).

12. Moreover, on the telephonic approval of the administrative authority, the accused Hidayat Ullah, a BS-19 officer, was immediately relieved through the Director DCTE order dated

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21.03.2018 with the direction to report to the administrative department (**Annex-P**). Onwardly, the administrative Department too acted swiftly by placing the services of the accused Hidayat Ullah (BS-19) at the disposal of the Directorate of E&SE Khyber Pakhtunkhwa through its Notification dated 21.03.2018 (**Annex-Q**). Meanwhile, the accused Hidayat Ullah also addressed an application to the Administrative Secretary on 21.03.2018 about the incident, fate of which is not known (**Annex-U**).

13. All these reactive actions on the part of the Directorate of Curriculum and Teachers Education Khyber Pakhtunkhwa and the Elementary & Secondary Education Department, Government of Khyber Pakhtunkhwa were taken with surprising swiftness on the same date i.e. 21.03.2018, which happened to be the day of the undesirable incident.

14. The competent authority for approving transfer of BS-19 officers was/is the Chief Minister Khyber Pakhtunkhwa. However, nothing is available on record which could confirm that the approval of the competent authority had been taken before or even after the relieving/transfer of the accused officer.

15. Thereafter, a summary for Chief Minister was moved by the Secretary E&SE on 28.03.2018, proposing through para-2 thereof suspension of Mr. Hidayat Ullah (BS-19) (the accused), then Additional Director (TPD) with immediate effect and initiation of a formal inquiry against him for gross violation of official decorum (**Annex-R**). As the accused officer had already been pulled out/relieved from the position of Additional Director (TPD) on 21.03.2018, inclusion of the proposal as to his suspension looks unwarranted. Moreover, nowhere in the summary, including para-2 thereof containing the proposals, it was specifically mentioned by the E&SE Department/Administrative Authority that the inquiry/disciplinary proceedings should be initiated under the Khyber Pakhtunkhwa Government Servants (Efficiency and Discipline) Rules, 2011.

16. Anyway, the Chief Minister Khyber Pakhtunkhwa being the competent authority approved para-2 of the summary on 14.09.2018 (**Annex-R**). Accordingly, the instant disciplinary proceedings against the accused officer were initiated pursuant to the E&SE Department, Govt. of KP Notification dated 28.09.2018 (**Annex-A**).

CONCLUSIONS

6. In the light of the statements/examination of the accused officer as well as department functionaries/witnesses concerned, the above stated FACTS,

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DINGS and scrutiny of the relevant record, the following conclusions have been drawn: -

1. Undoubtedly, the ugly incident did happen, exchange of vituperative language between the two senior government officers did take place and, worst of all, physical scuffle, though brief, between them did occur during the official meeting on 31.03.2018 at the DCTE KP Abbottabad, which was quite unfortunate, undesirable, violative of office discipline & decorum, and unbecoming of gentlemen Government Officers. However, though the incident happened at the spur of moment, exchange of improper language between the two senior officers being the immediate cause, but in fact it was the culmination and result of strained relations, germinated by mis-understandings and ill-perceptions about each other, between them.

2. Conduct of the administrative department seemed to be inexpedient, impulsive and hasty. Notwithstanding display of indecorous and violative behavior in this case, in view of the involvement of two senior officers in BS-19 and BS-20 respectively, the administrative authorities should not have acted arbitrarily and impulsively, going straight for the initiation of disciplinary proceedings without affording opportunity/hearing to the accused officer for explaining his position. Conducting a proper fact finding or departmental inquiry for ascertaining the factual position in true perspective and amicable settlement/reconciliation between the two senior functionaries would be a more prudent approach.

3. The single line allegation brought up against the accused officer is premised on two components, first one is **abusing** and second one is **attacking** the Director DCTE. As regards the first part of the charge, in the light of the written as well as verbal statements of the witnesses, it can be safely concluded that use of hard & hot words and abusive language was not one sided rather it was mutually resorted to by both the officers. About the second part of the allegations, there is no doubt that the accused Hidayat Ullah, having history of hypertension, was the first who leaped up towards the Director, resulting in a brief physical scuffle between them; as such the allegation against the accused officer stands proven to that extent only.

4. Apart from violation of official decorum, the incident was also against our social norms and values particularly the concept "**Kasher & Masher**"; the accused officer owes an apology to the aggrieved Director for that too. Nevertheless, the accused Hidayat Ullah has suffered enough and long in terms of mental agony, non-posting/suspension, withheld financial emoluments and, above all, bad publicity.

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5. The other issues/points raised by the aggrieved officer (Mr.Gohar Ali Khan and the accused officer Hidayat Ullah) in their written statements, available at **Annex-E** & **Annex-K** respectively, not relevant have not been examined and discussed for being not related to the specific allegation and beyond the mandate of this inquiry committee. If the administrative department deem appropriate, they may looked into the same at their level.

RECOMMENDATIONS

In the light of the, statements/examination of the accused officer as well as the witnesses/department functionaries concerned, scrutiny of the relevant record, and the above stated FACTS, FINDINGS and CONCLUSIONS, the following recommendations are made: -

1. Keeping in view the **CONCLUSIONS** at Para-8 ante, the competent authority may decide about the imposition, or otherwise, of appropriate penalty from the ones prescribed in sub rule (1) (a) of Rule 4 of the Khyber Pakhtunkhwa, Government Servants (Efficiency and Discipline) Rules, 2011 upon the accused Hidayat Ullah,then Additional Director (BS-19) DCTE Khyber Pakhtunkhwa. However, before deciding imposition of penalty, the accused officer may be afforded an opportunity for personal hearing.

2. In future, E&SE Department, may first conduct fact finding or departmental inquiry for ascertaining the factual position in proper perspective before going for initiation of formal disciplinary proceedings under the relevant E&D Rules in like cases. Moreover, administrative authorities should avoid arbitrary, hasty, partisan or unilateral approach in such matters with a view to ensuring equity, fairness and justice.

3. The accused officer may extend unconditional apology to the aggrieved Director DCTE Khyber Pakhtunkhwa.

Dated **02.11.2018**

(**Syed Kamran Shah**) 02/11/2018
PCS-SG (BS-21)
Secretary Finance FATA
Inquiry Officer

(**Ahmad Jan**) 02/11/18
Principal (BS-20),
GHSS No.1 Charsadda)
Inquiry Officer

Annex-A

A 47

BE SUBSTITUTED FOR NTIFICATION BEARING SAME NUMBER, DATED 18-09-2018

REGISTERED

GOVERNMENT OF KHYBER PAKHTUNKHWA
ELEMENTARY & SECONDARY EDUCATION DEPARTMENT

Dated Peshawar the September 28, 2018

NOTIFICATION

No. SO(SM)E&SED/4-14/2018/Hidayat Ullah Addl. Director DCTE: In exercise of the powers conferred upon him under Rule-10 of the Khyber Pakhtunkhwa Government Servants Efficiency & Discipline Rules 2011, the Competent Authority/Chief Secretary Khyber Pakhtunkhwa has been pleased to constitute the Inquiry Committee comprising the following officers to conduct formal inquiry against Mr. Hidayat Ullah Ex-Additional Director (BS-19), Directorate of Corriculum & Teachers Education Khyber Abbottabad (now at the disposal of Directorate of E&SE Peshawar) for the charges mentioned in the Charge Sheet and Statement of Allegations under the rules ibid;

i. Syed Kamran Shah (PCS SG BS-20), Secretary Finance FATA Secretariat.
ii. Mr. Ahmad Jan, Principal (BS-20), GHSS No.1 Charsadda.

The Inquiry Committee shall submit report to the Competent Authority within (30) days positively (Copies of Charge Sheet & Statement of Allegations are enclosed for all concerned).

SECRETARY

Endst: of even No. & Date :-

Copy forwarded to the:

1. Syed Kamran Shah (PCS SG BS-20) Secretary, Finance FATA Secretariat.
2. Mr. Ahmad Jan, Principal (BS-20), GHSS No.1 Charsadda.
3. Mr. Hidayat Ullah Ex-Additional Director (BS-19), DCTE Khyber Pakhtunkhwa Abbottabad (now at the disposal of Directorate of E&SE Peshawar).
4. Director DCTE Khybr Pakhtunkhwa Abbottabad.
5. Director, E&SE Khyber Pakhtunkhwa, Peshawar.
6. District Education Officer (Male), Charsadda.
7. Mr. Muhammad Azam Deputy Director Admin DCTE Abbottabad has been nominated as departemental representative to assist the inquiry committee.
8. PS to Secretary E&SE Department, Khyber Pakhtunkhwa.
9. Office order file.

(MIAN HUSSAIN DIN)
SECTION OFFICER (SCHOOLS MALE)

Annex-B

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DISCIPLINARY ACTION

I, Mehmood Khan, Chief Minister, Khyber Pakhtunkhwa as Competent Authority, [illegible] charge you, Mr. Hidayat Ullah Additional Director (TPD) BS-19, Directorate of [illegible] and Teachers Education (DCTE), Khyber Pakhtunkhwa Abbottabad, as follows:-

That you, while posted as Additional Director (TPD) BS-19, DCTE Khyber [illegible] Abbottabad committed the following irregularities:

STATEMENT OF ALLEGATIONS

He has abused and attacked the Director DCTE in an official matter and has violated the official decorum.

For the purpose of inquiry against the said accused with reference to the above [illegible] an inquiry officer/inquiry committee, consisting of the following, is constituted under Rule [illegible] of the ibid Rules:

i. Syed Kamran Shah (PCS SG BS-20)
ii. Mr. Ahmad Jan Principal (BS-20)
iii. _____

The inquiry officer/inquiry committee shall, in accordance with the provisions of the [illegible] provide reasonable opportunity of hearing to the accused, record its findings and make [illegible] thirty days of the receipt of this order, recommendations as to punishment or other appropriate [illegible] against the accused.

The accused and a well conversant representative of the department shall join the [illegible] proceedings on the date, time and place fixed by the inquiry officer/ inquiry committee.

(MEHMOOD KHAN)
CHIEF MINISTER KHYBER PAKHTUNKHWA
COMPETENT AUTHORITY

[illegible] Hidayat Ullah, Additional Director (TPD) BS-19,
[illegible] Directorate of Curriculum and Teachers Education (DCTE), Khyber Pakhtunkhwa, Abbottabad.

LIST OF PARTICIPANTS DATED 04-10-2018

Annex-C 49

Subject: **INQUIRY AGAINST MR. HIDAYAT ULLAH OFFICER OF BS-19 (TEACHING CADRE) EX-ADDITIONAL DIRECTOR DIRECTORATE OF CURRICULUM & TEACHER EDUCATION KHYBER ABBOTTABAD**

Name of participant	Designation/Deptt:	Contact No. Mobile & Landline	Signature
Hussain Din	D/Rep. SO(S/M) E&SE.	9223533 03349107995	4/10
Jan	AR. GHSS No.1 Charsadda.	03349904427 9220083	4/10/18
Ali Khan	Director DCTE	0333-9245266	
Hidayatullah	Ex. Addl: Director DCTE	03339693623 03449671623	
Zulfiqar Khan	Addl: Director	03449446036	
Shafqat Hussain	SS (Pre-Service)	0336-9560114	
Mukhtiar Muhammad	SS (M&E) DCTE	03459312781	
GUL NAZIR KHAN	SS (In-service) TPD DCTE	03005993153	
IKRAM ULLAH	Computer operator	0333-9340440	

Annex-D D 50

ATTENDANCE SHEET
DATED 08-10-2018

INQUIRY AGAINST MR. HIDAYAT ULLAH OFFICER OF BS-19 (TEACHING CADRE) EX-ADDITIONAL DIRECTOR DIRECTORATE OF CURRICULUM & TEACHER EDUCATION KHYBER ABBOTTABAD

Name of participant	Designation/Deptt:	Contact No. Mobile & Landline	Signature
NAZIR KHAN	S.S (DCTE) Abbottabad.	03005993153	
Husain Din	SO's (El. & Se. Edu)	03349107995	8/10
[illegible]	Addl. SP-SS NOP Chd	03339904427	8/10/18
[illegible] Ullah	Ex. Addl. Director DCTE, Atd	03339693623	
Akhtar Muhammad	SS (DCTE) Atd	03459312781	
[illegible] Ullah	Computer Operator	0333-8340940	

Annex-E

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DIRECTORATE OF CURRICULUM AND TEACHER EDUCATION, KHYBER PAKHTUNKHWA AT ABBOTTABAD

Phone # 0992-382634 Fax # 0992-381527 (Email dcte-kpk@hotmail.com)

1. Mr. Syed Kamran Shah (PCS SG BS-20),
   Secretary Finance FATA Secretariat Warsak Road Peshawar.
2. Ahmad Jan (BS-20) GHS No. 1 Charsadda.

STATEMENT

I am to refer to the subject cited above & to submit statement along with relevant document as below for further N/A at your end;

I were posted as Director, Directorate of Curriculum & Teacher Education Khyber Pakhtunkhwa vide E&SE Department Notification No. SO (SM) E&SED/2-1/2017/Gohar Ali Khan (BS-19) M.C Director DCTE, KP, Abbottabad, dated July 7th, 2017, (Copy annexed as "A").

The Government of Khyber Pakhtunkhwa, E&SE Department has signed MOU on 19th July 2016 with the British Council for delivery of training to approximately **(83,000)** Primary School Teachers for effective use of **English as Medium of Instruction (EMI).** The ending period was till 30th June 2018 (Copy annexed as "B" 20 Pages along with annexure).

Consequently the E&SE Department signed an agreement followed by an Addendum with the British Council on 6th September, 2016 (Copy annexed as "C" 19 Pages along with annexure).

The E&SE Department has notified the steering committee vide Notification of Dated. 05-05-2017 (Copy annexed as "D").

The Director DCT&E (The undersigned) has notified committee under the chairman ship of Mr. Hidayat Ullah (BS-19) Ex- Additional Director (TPD) being head of the training section and DDO for execution of the programme and finalization of payment as per agreement and MOU (Copy annexed as "E").

The Finance Department Govt: of KP has released an amount of Rs. 184,700,342/- to the Additional Director (TPD) vide letter of dated 02-02-2018 (Copy annexed as "F").

The E&SE Department issued sanction for incurrence of expenditure vide letter of dated 08-02-2018 (Copy annexed as "G").

Mr. Hidayat Ullah Ex- Additional Director (TPD) being Drawing & Disbursing Officer has submitted A.C bill for Rs. 57559851.00/- vide T. No. 27805 dated 28-02-2018 (Copy annexed as "H"). for authorization of payment of Mile Stone (I) without approval of the steering committee and non-completion of work by B.C as was mandatory according to MOU (section 1,2,3 &5) & agreement (section 5,6 &7). This shows that Mr. Hidayat Ullah has shown high level of lethargy and inefficiency in performance of his official duty, in spite of the fact that he had more than three years good experience in the affairs of DCTE as per para 12/N above.

When it came into my notice that the A.C bill is submitted for payment without approval of the steering committee and is returned by the District account Officer along with other observation, I approached to the Secretary E&SE Department for fixing date and time for meeting of the steering committee. Hidayat Ullah was asked for preparation presentation for the meeting.

After my repeated request to Mr. Hidayat Ullah, he agreed to present the slides to me on 21st March 2018 at 9.00 AM, when the computer operator along with other staff members of TPD section and Additional Director (CTR) started the presentation, on the very 2nd slide it was mentioned over there that as per agreement 75000/-, while as per MOU 83000/- PST are to be trained by B.C (Copy annexed as "I"). I asked for clarification of difference in the figure, he refused from clarification. First he started abusing me and then make a violent attack on me in the presence of the staff members. Mr. Hidayat Ullah punched over on my left eye, which severely injured and started bleeding and also violently torn out my shirt.

P/2

08/10/2018

The case was reported to the E&SE Department immediately after the occurrence vide letter No. [illegible]/P.A/ dated 21st March 2018 (Copy annexed as "J") and also discussed with the high ups of the E&SE Department telephonically and after getting telephonic approval his services were placed at the disposal of E&SE Department vide letter No. 1976-82/ dated 21-03-2018 (Copy annexed as "K"). This was further endorsed by E&SE Department vide Notification No. SO (SM/E&SED/2-1/2018 dated 21-03-2018 (Copy annexed as "L") with assigning the charge to Mr. Zulfiqar Khan BS-19 Additional Director (CTR).

It is important to mention here that Mr. Hidayat Ullah had served DCTE w.e.f. **01-11-2013 to 30-11-2016.** He was promoted from BS-18 to BS-19 on acting charge basis and was posted as Principal at GHS Jangai Buner. He again maneuvered and posted himself against the post of Additional Director (TPD) on 01-05-2017 in the DCTE KP at Abbottabad.

Mr. Zulfiqar Khan Additional Director along with other staff members prepared working paper for the meeting by pinpointing all the deficiencies on the part of B.C and we placed the same before the steering committee for final decision.

Meeting of the steering was held on 04-04-2018 minutes circulated vide letter of dated 10-04-2018 (Copy annexed as "M"). The DCTE was of the opinion that the B.C has not submitted the invoice according to the actual work done as per MOU & Agreement and has claimed the amount in excess.

After detail deliberation and so many sittings of the DCTE with the B.C, the B.C agreed for deduction of <u>Rs. 4051583/-</u> (Copy annexed as "N"). The DCTE stressed that the amount in question may be deducted from the invoice in hand and resubmit the corrected invoice. However the B.C did not agreed with the DCTE with the arguments that they have got approval of their country Director and deductions from the present invoice is not possible for them at this stage. The DCTE again placed the case before the steering committee for decision. Meeting of the steering committee was held on 18-04-2018 minutes circulated vide No. of dated 23-04-2018 (Copy annexed as "O"), where in the DCTE was directed to honor the bill in hand, and the deduction of **<u>Rs. 4051583/-</u>** be made from the Mile Stone (II) accordingly.

Para 1 to 15/N is submitted for perusal and further n/a at your end, it is further requested that as and when the Enquiry Committee deem necessary my presence or needs any clarification on any point of the above can call me.

<u>Dated October 8, 2018</u>

08/10/18

Gohar Ali Khan (BS-20)
(Director)

LIST OF MINOR & MAJOR PENALTIES

a) MINOR PENALTIES

(i) Censure

(ii) Withholding, for a specific period, promotion or increment subject to a maximum of three years, otherwise than for unfitness for promotion or financial advancement, in accordance with the rules or orders pertaining to the service or post:

Provided that the penalty of withholding increments shall not be imposed on a Government servant who has reached the maximum of his pay scale:

(iii) Recovery of the whole or any part of any pecuniary loss caused to Government by negligence or breach of order;

b) MAJOR PENALTIES

(i) Reduction to a lower post or pay scale or to a lower stage in a time scale.

(ii) Compulsory retirement.

(iii) Removal from Service; and

(iv) Dismissal from Service.

REGISTERED

GOVERNMENT OF KHYBER PAKHTUNKHWA
ELEMENTARY & SECONDARY EDUCATION DEPARTMENT

55

No.SO(SM)E&SED/2-1/2018/Hidyatullah Addl: Director DCTE
Dated Peshawar the February 20, 2019

To

20/2/19

Mr. Hidyat Ullah,
Ex-Additional Director (TPD) Directorate of Curriculam & Teachers Education
(Now at the disposal of Directorate of Elementary & Secondary Education),Khyber Pakhtunkwha, Peshawar.

Subject:- **SHOW CAUSE NOTICE.**

I am directed to refer to the subject noted above and to enclose herewith a copy of Show Cause Notice wherein the Competent Authority (Chief Minister Khyber Pakhtunkhwa has tentatively decided to impose minor penalty of **"withholding of two increments for two years"** upon you under Rule-4 of the Khyber Pakhtunkhwa Government Servants (Efficiency & Discipline) Rules, 2011 in connection with the charges leveled against you.

2. You are therefore directed to furnish your reply to the Show Cause Notice as to why the aforesaid penalty should not be imposed upon you and **also intimate whether you desire to be heard in person.**

3. Your reply should reach this Department **within Seven (07) days** of the delivery of this letter otherwise ex-parte action shall be taken against you.

20-02-19

Encl: As Above:

SECTION OFFICER (SCHOOLS MALE)

Endst: Even No. & Date:

Copy of the above is forwarded to the:-

1. Director E&SE Khyber Pakhtunkhwa, Peshawar with the request to make sure the delivery of Show Cause Notice to the accused.
2. District Education Officer (Male), Abbottabad.
3. PS to Secretary E&SE Khyber Pakhtunkhwa, Peshawar.

20-02-19

SECTION OFFICER (SCHOOLS MALE)

Before the Hon'able Service Tribunal, Camp Court, Swat.

Service Appeal No. 1155/2019

Hidayatullah, Principal GHSS Batara Tehsil Daggar Distt Buner,

Vs

Director E&SE Khyber Pakhtunkhwa and others.

Respectfully Sheweth,

The Hon'able Service Tribunal Camp Court, Swat vide Order Sheet dated 03.02.2020 issued to the undersigned for non-submission of reply/comments in the instant Service Appeal and issued warrant of attachment of salary.

Now, the comments/reply is submitted. It is, therefore, humbly prayed to release the salary of the undersigned.

Yours obediently,

(Fazal-e-Subhan)
Section Officer, E&SED.

Dated 02.03.2020.

KHYBER PAKHTUNKWA SERVICE TRIBUNAL, PESHAWAR

No. 421-22 /ST Dated 14-02 2020

To

1. The Accounts Officer (Pension) Accountant General,
   Government of Khyber Pakhtunkhwa,
   Peshawar.
2. Fazal Subhan Section Officer Office of the Secretary E&SE Department,
   Government of Khyber Pakhtunkhwa,
   Peshawar.

Subject: - **ORDER IN APPEAL NO. 1155/2019, MR. HIDAYAT ULLAH.**

I am directed to forward herewith a certified copy of order dated 03.02.2020 passed by this Tribunal on the above subject for strict compliance.

Encl: As above

REGISTRAR
KHYBER PAKHTUNKHWA
SERVICE TRIBUNAL
PESHAWAR.

(1)

Before the service tribunal khyber pukhtoonkhwa Peshawar .

Service appeal No.....1155/.....2019

1. Hidayatullah s/o Inayatullah presently serving as principle GHSS Batara tehsile Daggar district Buner .....Appellant

VS

Khyber Pakhtunkhwa Service Tribunal
Diary No. 1261
Dated 17-9-2019

1. Director E & SE khyber pukhtoonkhwa at Peshawar.
2. Secretory E & SE khyber pukhtoonkhwa at Peshawar.
3. Chief Minister Khyber pukhtoon khwa at peshawar
4. Govt of K.P.K through secretary E & SE Khyber pukhtoonkhwa at Peshawar.....respondents

Service Appeal against the impugned appellate order dated 27/8/2019 whereby the respondent No 3 rejected the appeal of the appellant against the impugned original order dated 22/5/2019 whereby penalty of "withholding of two annual increments for two years" was imposed upon the appellant.

The appellant submits as follows:

1. That while serving as Additional director BS 19 (TPD) Director of curriculum and teacher Education Khyber pukhtunkhwa Abbottabad, the appellant, beside other duties, was also assigned the duties of chairman implementation and Monitoring committee by the director (DCTE) Abbottabad for the project in the name and style of "English language Training for primary school teachers" being launched and executed in collaboration with the British council.

Filedto-day
Registrar
17/9/19

2. That in connection with the afore said project a meeting was held on 21/3/2018 in the office of the director DCTE wherein the appellant was going to finalize the presentation for the steering committee of the said project when in the mean while the director DCTE namely Gohar Ali khan started undue interference and passed ridiculous remarks on the presentation of the appellant where after the appellant tried to pacify him and requested him for patient hearing for the proper understanding of the presentation but he started abusing the appellant and attacked him which resulted into a scuffle.

Certified to be true copy
Khyber Pakhtunkhwa Service Tribunal Peshawar

3. That on the same date mentioned in the preceding para, the appellant was relieved/transferred by the director DCTE from his duties and on the same date the services of the appellant was placed at the disposal of the directorate of E & SE Khyber pukhtunkhwa vide notification dated 21/3/2018 and on the same date his salary was stopped with effect from

03.02.2020 Learned counsel for the appellant present. Mr. Riaz Paindakheil learned Assistant Advocate General present. Written reply of respondents still awaited. Learned counsel for the appellant stated that the respondent department is not prone to submit written reply. On 07.01.2020 Mr. Fazal Subhan S.O for the respondents appeared and sought further adjournment. However today, no one is present on behalf of respondents. Pay of Fazal Subhan S.O is attached till further orders. Warrant of attachment of salary be issued accordingly. Fresh notice be issued to the respondents for reply. Adjourn. To come up for written reply/comments on 02.03.2020 before S.B at Camp Court, Swat.

Member
Camp Court, Swat.

Certified to be true copy
Khyber Pakhtunkhwa
Service Tribunal
Peshawar

Before the khyber pukhtoonkhwa service tribunal Peshawar.

Rejoinder in Appeal No 1155/2019

Mr Hidayatullah ,principle GHSS Batara District Buner .....petitioner

Vs

Secretory E & SE ,Govt of Khyber pukhtoonkhwa and others.....respondents

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Dated: 05 /10/2020

Appellant
Through
Mushtaq ahmad khan advocate
Office at district court daggar,buner
Cell no.
03469014199

Before the khyber pukhtoonkhwa service tribunal Peshawar.

Rejoinder in Appeal No 1155/2019

Mr Hidayatullah ,principle GHSS Batara District Buner .....petitioner

Vs

Secretory E & SE ,Govt of Khyber pukhtoonkhwa and others.....respondents

Rejoinder to the comments of respondents.

Following replication/rejoinder is submitted on behalf of Appellant:.

Preliminary objections

1. Preliminary objection no 1 is incorrect. The respondents has committed an illegality by issuing the impugned order against the appellant in violation of the law, rule and natural justice ,hence, he has rightly preferred an appeal before this worthy tribunal for the ventilation of his grievances.
2. Preliminary objection no 2 is without any legal back. appeal of the appellant has been preferred within the prescribed time of limitation .
3. No material has been concealed from the honorable court. The objection is without any factual and legal ground.
4. The objection is without any legal base hence denied.
5. The appellant has just exercised his lawful rights with bonafide intention against the illegal orders of the respondent hence there is no question of malafide on the part of the appellant. Moreover the objection of pressurizing the respondents is astonishing rather ridiculous..
6. Preliminary objection no 6 is without any legal back.
7. Answer has been given in para no 1.
8. Preliminary objection no 8 is based on misconception of law on the part of the respondents..
9. Preliminary objection no 9 is misconceived.
10. Preliminary objection no 10 is without any legal back hence denied.
11. The appellant has not been treated according to law and rules and the preliminary objection no 11 is incorrect .
12. As per para no 1.

Facts

1. Para no 1 of the appeal has been accepted by the official respondents hence needs no reply.
2. Para no 2 of the appeal has been admitted by the respondents and the discriminatory treatment on the part of respondents is clear from this very para as they have also held responsible the Director DCTE Gohar ali but neither any departmental proceedings have been initiated against him nor he has been penalized while the appellants has not only proceeded against but was also penalized and beside all these his salary had been stopped and he was transferred and suspended as a penalty which clearly show there malafide.
3. Para no 3 of the appeal is correct and reply thereto is totally misconceived and beyond the point discussed in that very para.

4. Para no 4 of the appeal is correct and reply thereto is without any legal foundation. the inquiry report and statements, if any ,of the witnesses had not been provide to the appellant, now only the inquiry report has been annexed with the reply without annexing the statement but that inquiry also not negate the stance of the appellant raised in para no 4 of the appeal rather substantiate it while negate the stance put forward by the respondents.
5. Para no 5 of the appeal is correct and reply thereto has amounted to admission as no specific reply and denial have been made by the respondents.
6. Para no 6 of the appeal is correct.
7. Para no 7 of the appeal is correct and reply thereto has amounted to admission as no specific reply and denial have been made by the respondents.
8. Para no 9 of the appeal is correct and reply thereto is legally unsound and misconceived by the respondents. the respondent has neither produce any evidence nor could produce that the appellant was given the inquiry report, statements of witnesses, if any, opportunity of hearing by competent authority or opportunity of cross-examination of the witnesses.
9. Para no 9 of the appeal is correct and reply thereto is baseless.
10. Para no 10 of the appeal is correct and reply thereto is without any legal and factual base.

Grounds

a. Ground no a of the appeal is correct and reply thereto is wrong in law and facts.
b. Ground no b of the appeal is correct and reply thereto is without any legal and factual base.
c. Ground no c of the appeal is correct and reply thereto is without any legal and factual base.
d. As per the preceding para.
e. Ground no e of the appeal is correct and reply thereto is misconceived
f. Ground no f of the appeal is correct and reply thereto is wrong in law and facts.
g. Ground no f of the appeal is correct and reply thereto is wrong in law and facts.
h. Ground no h of the appeal is correct and reply thereto is wrong in law and facts.
i. Needs no reply.

It is therefore kindly prayed that the appeal of the appellant may kindly be accepted with cost.

Appellant

Through

Mushtaq Ahmad khan advocate

Office district court daggar

Cell no 03469014199

Before the khyber pukhtoonkhwa service tribunal Peshawar.

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Affidavit

I Hidayatullah appellant , do hereby solemnly affirm and declare on oath that the contents of the rejoinder are correct to the best of my knowledge and belief and nothing has been concealed from this honorable court.

Deponent.

Hidayatullah.....

ATTESTED

IFTIKHAR AHMAD ADVOCATE NOTARY PUBLIC L.No.SO(Judl)HD/4-16/2010 No. 413 Date 5/10/2020 DISTRICT COURTS SWAT

KHYBER PAKHTUNKWA SERVICE TRIBUNAL, PESHAWAR

No. 543 /ST Dated 12/03 / 2021

To

The Secretary E&SE Department,
Government of Khyber Pakhtunkhwa,
Peshawar.

Subject: - **JUDGMENT IN APPEAL NO. 1155/2019, MR. HIDAYAT ULLAH.**

I am directed to forward herewith a certified copy of Judgement dated 03.03.2021 passed by this Tribunal on the above subject for strict compliance.

Encl: As above

REGISTRAR
KHYBER PAKHTUNKHWA
SERVICE TRIBUNAL
PESHAWAR.