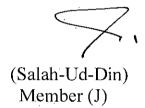
Learned counsel for the appellant present. Mr. Syed Asif Ali Shah, Deputy District Attorney for respondents No. 1 present. Mr. Shahab Uddin Khattak, Legal Advisor for respondents No. 2 & 3 present.

Learned counsel for the appellant requested for adjournment in order to further prepare the brief.

Adjourned. To come up for arguments on 22.03.2023 before D.B. P.P given to the parties.

Sec. The second second



(Kalim Arshad Khan) Chairman

22.03.2023

Junior to counsel for appellant present.

Mr. Fazal Shah Mohmand, Additional Advocate General for

SCANNED respondents present.

Learned Member Judicial (Mrs. Rozina Rehman) is on leave, therefore, case is adjourned to 25.05.2023 for arguments before D.B. Parcha Peshi given to the parties.

(Muhammad Akbar Khan) Member (E) 27.02.2023

Appellant alongwith his counsel present. Mr. Muhammad Adeel Butt, Additional Advocate General for respondent No. 1 and Mr. Ali Gohar Durrani, Legal Advisor for respondents No. 2 & 3 present.

Partial arguments heard. To come up for remaining arguments on 02.03.2023 before the D.B. Parcha Peshi given to the parties.

(Fareeha Raul) Member (E)

(Salah-ud-Din) Member (J)

O2.03. 2023 Learned counsel for the appellant present. Mr. Muhammad Adeel Butt, Additional Advocate General for official respondent No. 1 present.

Learned counsel for the appellant seeks time for further preparation of arguments. Adjourned. To come up for further arguments on 14.03.2023 before the D.B. Parcha Peshi given to the parties.

(Fareena Paul) Member (E)

(Salah-ud-Din) Member (J) Appellant in person present. Mr. Muhammad Adeel Butt Additional Advocate General for the respondents present.

Appellant requested for adjournment on the ground that his counsel is not available today. Adjourned. To come up for arguments on 19.01.2023 before D.B.



(Fareena Paul) Member (E)

(Kalim Arshad Khan) Chairman

19th Jan. 2023

Lawyers are on strike today.

CANNED KPST Peshawan

To come up for arguments on 27.02.2023 before the D.B. Office is directed to notify the next date on the notice board as well as the website of the Tribunal.

(Farceha Paul) Member(E)

(Rozina Rehman)

(Member (J)

25.04.2022

Appellant in person present. Mr. Muhammad Rasheed learned Deputy District Attorney for respondent No. 1 present. Learned counsel for respondents No. 2 & 3 present.

Appellant requested for adjournment on the ground that his counsel is busy in Hon'ble Peshawar High Court, Peshawar. Adjourned. Last opportunity given. To come up for arguments on 24.05.2022 before the D.B.

(Rozina Rehman) Member (J)

(Salah-Ud-Din) Member (J)

Appellant present in person. Mr. Nasirud Din Shah, May, 2022 Asstt. AG alongwith Mr. Shahab Khattak, Legal Advisor for the respondents present.

> Former seeks adjournment due to non-availability of his learned counsel. Last chance is given to the appellant for arguments, failing which the case will be decided on the basis of available record without the arguments. To come up for arguments on 08.08.2022 before the D.B.

(Fareeha Paul) Member (E)

(Kalim Arshad Khan) Chairman

8.8-22 Due to the Public heliday the case is adjusted to 22-11-22

10.09.2021

Appellant in person present.

Javid Ullah learned Assitant A.G for repsondents present.

Lawyers are on general strike, therefore, case is adjourned. To come up for arguments on 10.01.2022 before D.B.

(Rozina Rehman) Member (J)

10.01.2022

Learned counsel for the appellant present. Mr. Riaz Khan Paindakheil, Assistant Advocate General and Mr. Shahab Khattak, legal Advisor for respondent present.

Mr. Shahab Khattak, legal Advisor for respondents requested for adjournment on the ground that he has not gone through the record. Adjourned. To come up for arguments before the D.B on 25.04.2022.

(Atiq-ur-Rehman Wazir)

Member(E)

Due to summer vacation, case is adjourned to 18. 3 .2021 for the same as before.



18.03.2021

Counsel for the applicant and Mr. Noor Zaman Khattak, District Attorney for the respondents present.

Instant application is with the prayer for restoration of Service Appeal No. 793/2016, dismissed for prosecution on 07.02.2020.

It is agitated in the application that learned counsel for appellant/applicant was busy in other courts on the relevant date while the appellant was incapacitated due to fractures in his shoulder and leg. The non-representation of appellant/applicant was not willful but was due to Act of God.

The application has been preferred within time period allowed for the purpose and is supported by duly sworn affidavit. At present, there is nothing on record to disbelieve the contents of application. It is, therefore, allowed and Appeal No. 973/2016 is restored to its original number. To come up for replication and arguments before the D.B on 19.05.2021.

(Salah-ud-Din) Member (J)

Chairmar

19.5.2021. Due to covid18, the cose is adjoining to 10-9-21 for the Same

11.06.2020

Counsel for the applicant present. Notices be issued to the respondents for reply on restoration application for 20.08.2020 before D.B.

(Mian Muhammad) Member (M. Amin Khan Kundi) Member

20.08.2020

Due to summer vacation, the case is adjourned to 30.10.2020 before D.B.

Reader

30.10.2020

Due to public holiday, the matter is adjourned to 31.12.2020 for arguments before the D.B.

Form-A

FORM OF ORDER SHEET

Court of	-	:	
Appeal's Restoration A	oplication No. 53	/2020	

S.No.	Date of order	Order or other proceedings with signature of judge	
-	Proceedings		
1	2	. 3	
1	13.02.2020	The application for restoration of appea	No.793/2016
•		submitted by Mr. Yasir Saleem Advocate may be	entered in the
		relevant register and put up to the Court for	proper order
·		please.	
* * *		Com.	=eu
,	:	REGIS	
2 .		This restoration application is entrusted to	D. Bench to be
,		put up there on	
		CHAIRM	ΔN
	,	CHAINW	e 31 4
i .			٠
			: : : :
01.04.2	020 Due	to public holiday on account of COVID-	19, the case
		rned to 11.06.2020 for same as before.	
			Reader
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1			
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BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL, PESHAWAR

In the matter of Appeal No. 793/2016.

Dismissed in default on 07.02.2020

Abdullah Rasheed, Lecturer Computer Engineering, presently posted at GATTC Hayatabad, Peshawar

(Appellant)

VERSUS

- Govt of Khyber Paktunkhwa through Chief Secretary, Khyber Pakhtunkhwa, Peshawar.
- 2. Secretary to the Government of Khyber Pakhtunkhwa, Industries, Commerce & Technical Education Department, Peshawar.
- 3. Director, Technical Education & Manpower Training, Khyber Pakhtunkhwa Peshawar, Peshawar.

(Respondents)

Application for restoration of titled service appeal which has been dismissed for non-prosecution vide order dated 07.02.2020.

Respectfully/Submitted:

- 1. That the above noted appeal was pending in this Honorable Court and fixed for 07.02.2020 on which reply was filed by the Respondents, however it was dismissed for non-prosecution on the said date. (Copy of the order dated 07.02.2020 is attached as Annexure A)
- 2. That the applicant prays for the restoration of the titled appeal inter alia on the following grounds:

GROUNDS OF APPLICATION

- A. That counsel for applicant was busy before another court when the case was called whereas the applicant due to an accident in which his shoulder and leg got fractured, could not attend this Honorable Tribunal, and due to this reason the appeal was dismissed for non prosecution.
- B. That non appearance of the applicant or his counsel on the crucial date was not willful but due to the reason stated above.

hearing and appellant do not appear. appeal may be dismissed in default when it is fixed for word "hearing" has been mentioned. Meaning thereby an Кhyber: Pakhtunkhwa Service Tribunal Rules, 1974 the fixed for hearing of the appeal and in Rue 19 of the fixed for reply of the Respondents and as such it was not That it is pertinent to mention here that the appeal was

could not be dismissed for non-prosecution. notice to respondents and for of filling of reply, so it non prosecution. The captioned case was also fixed for not a hearing date and as such it cannot be dismissed for that date fixed for reply or for notice to Respondents is D. That it has been a consistent view of the superior courts

Tribunal allows restoration of the appeal. diligently and vigilantly in future if the Honourable E. That the applicant is ready to pursue the case in hand

instant appeal, hence the case deserves to be decided on F. That valuable rights of the applicant are involved in the

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rather adjudication; of disputes, on merits favoured C Thát, the superior courts, have always

rechnicalities...

qeciqeq ou weigt application, the instant appeal may please be restored and be sint to sonnigson no unti beging sevolerali esi il

Applicant

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AFFIDAVIT

Tribunali, elds:uonol-l sid1 ' ભ્રેઠ્રો peen kebi pack ot co contents of the above application are true and correct to the best of my knowledge and bellet and that housing has I, do hereby solemnly affirm analdeclargion oath that the

Deponent 121 th 120)

07.02.2020

Appellant absent. Learned counsel for the appellant absent. Mr. Muhammad Jan learned Deputy District Attorney alongwith Shahab Khattak Legal Advisor present, submitted reply placed on file.

Case called for several times but neither the appellant nor his counsel turned up. Consequently the present service appeal is dismissed in default. No order as costs. File be consigned to the record room.

(Hussain Shah)

Member

(Muhammad Hamid Mughal)

Member

Announced. 07.02.2020

21.11.2019

Appellant with counsel present. Mr. Zia Ullah learned Deputy District Attorney alongwith Mr. Shahab Khattak, Legal Advisor for the respondents present. Mr. Shahab Khattak Advocate submitted application for impleadment of Technical Education & Main Power Training instead of Technical Education & Vocational Training Authority. The application is placed on record. Copy of the same is handed over to the appellant as well as learned Deputy District Attorney. Adjourned. To come up for replication and arguments on 03.01.2020 before D.B.

(Hussain Shah) Member (M. Amin Khan Kundi) Member

03.01.2020

Learned counsel for the appellant present. Mr. Kabirullah Khattak learned Additional Advocate General alongwith Mr. Shahab Khattak legal advisor for the respondents present. Learned counsel for the appellant requested for time to file reply. Adjourned. To come up for replication and arguments on 6 100 units 100 uni

(Hussain Shah) Member

(M. Amin Khan Kundi) Member 30.08.2019

Learned counsel for the appellant present. Mr. Usman Ghani learned District Attorney alongwith Irum Sultana Deputy Director for the respondents present. Learned counsel for the appellant seeks adjournment. Adjourned. To come up for arguments on 16.10.2019 before D.B.

(Hussain Shah)
Member

(M. Amin Khan Kundi) Member

ec. May

(Metales)

16.10.2019 Counsel for the appellant present. Mr. Ziauliah, DDA alongwith Mr. Shahab Khattak, Legal Advisor for respondents present. Learned Counsel for the appellant seeks adjournment. Adjourned. To come up for arguments on 21.11.2019 before D.B.

Member

04.07.2019

Learned counsel for the petitioner present. Mr. Zia Ullah Learned Deputy District Attorney for the respondents present.

Arguments on restoration application heard. Learned counsel for the appellant contended that the present service appeal was dismissed for non-prosecution vide order dated 30.11.2018. The appellant filed application for certify copy on 05.12.2018 in the copying branch. The copy of the same was delivered to the appellant on 17.12.2018, and the appellant filed the present service appeal on 18.12.2019, therefore the same is within time. It was further contended that the clerk of the counsel had entered wrong date in his diary. Learned counsel for the petitioner request to accept the restoration application.

On the other hand learned Deputy District Attorney passed contention and contended that the present restoration application is badly time barred, therefore, the restoration application may be dismissed.

Record reveals that the appeal was dismissed on 30.11.2018, the appellant filed application for certify copy in the copying branch on 05.12.2018, the copy of order sheet was delivered to the appellant on 17.12.2018 and the appellant file restoration application on 18.12.23018, therefore the restoration application is within time. As such the appeal is restored on its original No. Adjourned. To come up for further proceeding in the main appeal on 30.08.2019 before D.B.

(Hussain Shah) Member (M. Amin Khan Kundi)

29.03.2019

Appellant alongwith his counsel present. Mr. Riaz Ahmad Paindakheil, Assistant AG for the respondents present. Representative of the department is not present therefore, notice be issued to the respondents with the direction to direct the representative to attend the court on the next date positively. Adjourned. To come up for replication and arguments on restoration application on 15.05.2019 before D.B.

(HUSSAIN SHAH) MEMBER (M. AMIN KHAN KUNDI) MEMBER

15.05.2019

Counsel for the appellant present. None present on behalf of the respondents therefore, notice be issued to the respondents with the direction to direct the representative to attend the court on the next date positively. Adjourned. To come up for replication and arguments on restoration application on 04.07.2019 before D.B.

(AHMAD HASSAN) MEMBER

(M. AMIN KHAN KUNDI)

MEMBER

FORM OF ORDER SHEET

Court of	·	
Misc. Application No	462/2018	<u>. </u>

	Misc. Applicat	tion No 462/2018	
S.No.	Date of order proceedings	Order or other proceedings with signature of judge or Magistrate	
1	2	3	
1	18/12/2018	The application for restoration of appeal No. 793/2	016
		submitted by Mr. Abdullah Rasheed through Mr. Yasir Saleem Advoc	ate
-		may be entered in the relevant Register and put up to the Court	for
,		proper order please.	
2-		REGISTRAR	
		This Misc. application be put up before DB-II. Be	nch
		on 21-2-2019	÷
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	4. 4.	Mahi.	
		CHAIRMAN	
			:
	2010	Auglicant in nargan	
21.02.	2019	Applicant in person.	
	,	Notice of instant restoration application be	مىئىم
, .	· ·	issued to respondents for 29.03.2019 before S.B.	
	*,		
		///hu,	
		Chairman	
	·		

05.07.2018

Counsel for the appellant and Mr. Sardar Shoukat Hayat, Additional AG alongwith Mr. Shahab Khattak, Coordinator for the respondents present. Learned counsel for the appellant requested for adjournment. Adjourned. To come up for arguments on 21.08.2018 before D.B.

(Ahmad Hassan) Member

(Muhammad Amin Kundi)

MI

21-8-2018

Due to Sid-Ul- Azna vocation the case is adjurned to 17-10-18

Reader

17.10.2018

Junior to counsel for the appellant and Mr. Kabirullah Khattak learned Additional Advocate General for the present. Junior to counsel for the appellant seeks adjournment that his senior counsel is not in attendance. Adjourned. To come up for arguments on 30.11.2018 before D.B.

Member

Member

30.11.2018

Appellant absent. Learned counsel for the appellant absent. Mr. Kabirullah Khattak learned Additional Advocate General for the respondents present. Case called for several time again but none appeared on behalf of the appellant. Consequently the present service appeal is dismissed in default. No order as to costs. File be consigned to the record room.

(Hussain Shah) Member

(Muhammad Hamid Mughal)

16.10.2017

Learned redunsely for the appellant present. Mr.

Usman, Ghani, District Attorney for the respondents present.

Learned counsel for the appellant seeks adjournment. Adjourn

To come up for arguments on 21, 12, 2017, before DB.

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(Ahmad Massan) Member (E)

Men.5

(Muhammad Hamid Mughal)

Member (J)

21.12.2017

Due to Judicial Officer's Conference today, case is

adjourned to 22.02.2018 for the same before the D.B.

22.02.2018

Due to non availability of D.B. Adjourned. To come up on 24.04,2018 :before D.B.

24.04.2018 Learned counsel for the appellant and Mr. Kabir Ullah Khattak, learned Additional Advocate General present. Learned counsel for the appellant seeks adjournment. Adjourn. To come up for

arguments on 05.07.2018 before D.B.

(Ahmad Hassan)

Member

X/a-(Muhammad Hamid Mughal)

03.04.2017

Appellant in person and Addl. AG for respondents present. Written reply not submitted despite numerous chances. No further opportunities for submission of written reply shall be given to the respondents. The appeal is assigned to D.B for rejoinder and final hearing on 24.05.2017.

24.05.2017

Appellant in person present. Mr. Muhammad Adeel Butt, Additional AG for the respondent present. Appellant requested for adjournment. Adjourned. To come up for arguments on 06.09.2017. before D.B.

(Gul Ze Khan)

(Muhammad Amin Khan Kundi) Member

06.09.2017

Clerk of the counsel for appellant present. Mr. Muhammad Adeel Butt, Additional AG for respondent present. Arguments could not be heard due to incomplete bench. To come up for arguments on 16.10.2017 before D.B.

(Muhammad Hamid Mughal)

13.02.2017

Appellant in person and Addl. AG for respondents present. Written reply not submitted despite last opportunities. Requested for further adjournment. Last opportunity further extended subject to payment of cost of Rs. 500/- which shall be borne by respondents from their own pockets. To come up for written reply/comments on 06.03.2017 before S.B.

(AHMAD HASSAN) MEMBER

106.03.2017

Clerk to counsel for the appellant and Mr. Daud Jan, Superintendent along with Addl: AG for respondents present. Written reply not submitted despite another last opportunity. Requested for adjournment. Another last opportunity extended subject to payment of cost of Rs. 1009—which shall be borne by respondents from their own pockets. To come up for written reply/comments on 03.04.2017 before S.B.

MUHAMMAD AAMIR NAZIR)

21.12.2016

Counsel for the appellant and Addl. AG for respondents present. Written reply not submitted. Requested for adjournment. To come up for written/comments on 11.01.2017 before S.B. Counsel for the appellant submitted application for suspension order dated 01.12.2016. Learned counsel for the appellant submitted before the court that the impugned order dated 09.03.2016 appellant was awarded minor punishment of withholding of three increments for three years, however, now, it has been directed vide order dated 01.12.2016 for recovery of salary paid to the appellant which is illegal and not accordance with law and the same be suspended. Request seems genuinc hence, impugned order dated 01.12.2016 is suspended till the date fixed. Notices be issued to the respondents.

(MUHAMMAD AAMIR NAZIR) MEMBER

11.1.2017

Clerk of counsel for the appellant and Addl. AG for the respondents present. Written reply not submitted. Learned Addl. AG requested for further adjournment. Last opportunity granted. To come up for written reply/comments on 13.02.2017 before S.B. The restraint order shall continue.

Chamman

30.08.2016

Counsel for the appellant present. Learned counsel for the appellant argued that the appellant was posted as Lecturer Computer Engineering at GATTC Hayatabad when subjected to inquiry on the allegations of absence from duty and vide impugned order dated 09.03.2016 minor penalty in the shape of withholding of three increments for three years was imposed where-against he preferred departmental appeal on 06.04.2016 which was not responded and hence the instant service appeal on 03.08.2016.

That the appellant has never absented himself from duty as such has attended the classes after performing of routine duty. That he secured admission after obtaining NOC from the department and, moreover, no regular inquiry has conducted and as such the impugned order is defective.

Point urged at the Bar need consideration. Admit. Subject to deposit of security and process fee within 10 days where-after notices be issued to the respondents for written reply/comments for 02.11.2016 before S.B.

Charman

02.11.2016

Clerk to counsel for the appellant and Assistant AG for respondents present. Written reply not submitted. Requested for adjournment. To come up for written reply/comments on 21.12.2016 before S.B.



Form- A

FORM OF ORDER SHEET

Court of	 		
Case No.	793/201 <u>6</u>	·	

	Case No.	793/2016
S.No.	Date of order proceedings	Order or other proceedings with signature of judge or Magistrate
1.	2	3
1.	03/08/2016	The appeal of Mr. Abdullah Rasheed presented
		today by Mr. Ijaz Anwar Advocate may be entered in the Institution Register and put up to Learned Member for proper
-		order please. REGISTRAR
2-	048.16	This case is entrusted to S. Bench for preliminary hearing
		to be put up there on. <u>8.8./6</u> MMBER
	08.08.201	
	:	adjournment. Request accepted. Adjourned for preliminary
		hearing to 30.08.2016 before S.B. Member

BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL PESHAWAR

Appeal No.____/2016

Abdulllah Rasheed, Lecturer Computer Engineering, presently posted at GATTC Hayatabad, Peshawar.

(Appellant)

VERSUS

Govt of Khyber Paktunkhwa through Chief Secretary, Khyber Pakhtunkhwa, Peshawar.

(Respondents)

INDEX

1 Memo of Appeal 2 Affidavit 3 Copies of the appointment order dated 02.11.2012, arrival report and charge report 4 Copy of the letter dated 19.08.2013 D 5 Copies of letter dated 15.05.2013, leave application dated 03.09.2013, forwarding letters dated 03.09.2013 & 30.10.2013	1-6
2 Affidavit 3 Copies of the appointment order dated 02.11.2012, arrival report and charge report 4 Copy of the letter dated 19.08.2013 D 5 Copies of letter dated 15.05.2013, leave E, F, application dated 03.09.2013, forwarding G & H	7
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4 Copy of the letter dated 19.08.2013 5 Copies of letter dated 15.05.2013, leave E, F, application dated 03.09.2013, forwarding G & H	8-12
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1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	·
letters dated 03.09.2013 & 30.10.2013	10.18
6 Copy of the show cause notice dated I	
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7 Copy of the reply to the show cause notice J	21-23
1 and an doted K	
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09.03.2016 L	25-28
9. Copy of the Departmental Appeal L	
() Copies of time table of three somesters	120-6
abstracts of attendance register	100
11. Copy of letter dated 12.08.2014	// \
12 Vakalatnama	

Appellant

Through

IJAZ ANWAR Advocate Peshawar Ŀ

SAJID AMIN Advocate Peshawar

BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL PESHAWAR

'Appeal No.____/2016

Abdullah Rasheed, Lecturer Computer Engineering, presently posted at GATTC Hayatabad, Peshawar.

(Appellant)

VERSUS

1. Govt of Khyber Paktunkhwa through Chief Secretary, Khyber Pakhtunkhwa, Peshawar.

2. Secretary to the Government of Khyber Pakhtunkhwa, Industries, Commerce & Technical Education Department, Peshawar.

3. Director, Technical Education & Manpower Training, Khyber Pakhtunkhwa Peshawar, Peshawar.

(Respondents)

3. Dinti, least of Many of Lection of Ivaling to Cathering authority authority

Appeal under Section 4 of the Khyber Pakhtunkhwa Service Tribunal Act, 1974, Notification No. SOIII(IND)4-3/2015 dated 09.03.2016, whereby the appellant has been awarded the minor penalty of "withholding of three annual increments for three years" against which his departmental Appeal has not been responded despite the lapse of statutory period of 90 days.

Prayer in Appeal: -

On acceptance of this appeal the impugned Notification No. SOIII(IND)4-3/2015 dated 09.03.2016, may please be set-aside and the annual increments of the appellant may kindly be restored with all back / consequential benefits of service.

Respectfully Submitted:

- 1. That the appellant was initially appointed as lecturer (Computer Engineering) BPS-17, in the Directorate of Technical Education & Manpower Training, Khyber Pakhtunkhwa Peshawar vide order/letter No. SOIII(IND)TE/3-5/2012/11510-76 dated 02.11.2012 and was posted at Government College of Technology Peshawar. The appellant duly submitted his arrival report and after handing over charge he stated performing his duties. (Copies of the appointment order dated 02.11.2012, arrival report and charge report are attached as Annexure A, B & C)
- 2. That ever since his appointment, the appellant is performing his duties as assigned with zeal and devotion and without giving any chance of complaint whatsoever regarding his performance.
- 3. That while serving in the said capacity, in order to improve his qualification, the appellant applied for higher studies i.e MS Mechatronics Engineering at NUST, accordingly he was selected for admission at NUST vide letter dated 19.08.2013 at NUST Rawalpindi. (Copy of the letter dated 19.08.2013, is attached as Annexure D)
- 4. That it is pertinent to mention here that before joining NUST, the appellant duly applied for NOC/departmental permission vide letter No. GCT/PESH/PF/293 dated 15.05.2013. Moreover he also applied for study leave vide application dated 03.09.2013, the application was duly forwarded vide letter No. GCT/PESH/PF/585 dated 03.09.2013 by the concerned principal and further forwarded by the Directorate of Technical Education to the Secretariat vide letter No. DGCT&MT/ESTT/2-210/6338 dated 30.10.2013. Unfortunately the appellant was not informed about the out come of his leave application in due time. (Copies of the letter dated 15.05.2013, leave application dated 03.09.32013, forwarding letters dated 03.09.2013 & 30.10.2013 are attached as Annexure E, F, G & H respectively)
 - 5. That in the meantime the appellant's study course at NUST, Rawalpindi proceeded, therefore he was constrained to join his studies. However since classes timings of the appellant were from 5:30pm to 8:30pm, thrice a week, therefore, he also continued his

duties at GCT, Peshawar and never remained absent from his official duties.

- 6. That later, the appellant was served with a show cause notice containing certain unfounded and baseless allegations, the allegations so leveled are reproduced below:
 - i. That you got admission in MS Mechatronics Engineering at NUST Islamabad without obtaining NOC of the department.
 - That while posting at Govt. College of Technology, Peshawar you remained absent from duty w.e.f 09.09.2016 to 08.09.2014, during your probation period of service which has been proved in the inquiry conducted by Engineer Sheer Akhbar Principal BS-20 Government College of Technology Swabi.
 - iii. That you did not join duty despite repeated explanation letters and warnings from the concern principals and Director General Technical Education.
 - iv. That during the period, you have drawn regular pay and allowances.

 (Copy of the show cause notice dated 27.10.2015, is
 - (Copy of the show cause notice dated 27.10.2015, is attached as Annexure I)
 - 7. That the appellant duly replied the show cause notice and refuted the allegations leveled against him. (Copy of the reply to the show cause notice is attached as Annexure J)
 - 8. That without conducting any regular inquiry the appellant has been awarded the penalty of withholding of there increments for three years vide impugned notification dated 09.03.2016. (Copy of the impugned order dated 09.03.2016, is attached as Annexure K)
 - 9. That against the order dated 09.03.2016, the appellant filed his departmental appeal, however the same has not been responded despite the lapse of 90 days statutory period. (Copy of the Departmental Appeal is attached as Annexure L)
 - 10. That the impugned orders are illegal unlawful against law and facts therefore, liable to be set aside inter alia on the following grounds:-

GROUNDS OF SERVICE APPEAL:

- A. That the appellant has not been treated in accordance with law hence his rights secured and guaranteed under the law are badly violated.
- B. That no proper procedure has been followed before awarding him the penalty of withholding of increments. The appellant has not been properly provided the opportunity to defend himself against the charges. Thus the whole proceedings are defective in the eye of law and an order based on such defective proceedings is liable to be set aside.
- C. That the appellant has not been given fair opportunity of personal searing before awarding him the penalty thus he has been condemned unheard.
- D. That the appellant has never been served with any charge sheet or statement of allegations thus he has been denied opportunity to defend himself against the charges.
- E. That the appellant never remained absent from his duties infact he regularly attended his classed at GCT which is evident from his attendance sheet/ register. Since his classes at NUST were in the evening i.e, 5.30 to 8.30 p.m. and that too were thrice in a week, so he had no problems to perform his duties at GCT. (Copies of time table of three semesters and abstracts of attendance register are attached as Annexure M & N).
- F. The Directorate of TEVTA informed him vide letter No. ESTT 1/3-561/3786 dated 12/082014 after 11 months of period, while the secretariat issued a letter No. S.O III (ND) 4-3/2012/0589 dated 2nd, july, 2014 informing TEVTA about the fate of my leave application. (Copy of letter dated 12.08.2014 is attached as Annexure O).
 - G. That the attendance register always remained in the custody of HOD and every officer and class-IV had to mark his attendance on daily basis to close that day's attendance. In the presence of HOD there was no possibility of leaving any blank spaces serial wise for a person can get access and to mark his attendance for the whole year just before inquiry proceeding.

- H. That the appellant was selected for admission at NUST and he duly applied for the permission from the department before joining of his classes at NUST. Higher studies is the fundamental right of every citizen since the appellant applied for study leave, therefore, it could not have been refused needless to mention here that the appellant's studies never effected performance of his duties as he regularly performed his duties at GCT in the morning.
- I. That since the appellant regularly attended the GCT so he is eligible to draw his pay and allowances accordingly.
- J. That the charges leveled against the appellant was never admitted by him nor there was any sufficient material available that could prove even remotely associate the appellant with the charges so leveled, therefore, the matter in hand required a full fledge inquiry to prove the guilt or otherwise of the appellant in absence of regular inquiry no penalty can lawfully be imposed.
- K. That since the charges were never admitted by the appellant, so adopting shorter procedure of show cause is uncalled for and not warranted under the law.
- L. That even in the so called inquiry / facts finding inquiry conducted by TVETA, the appellant was never properly associated nor any kind of charge sheet / show cause notice is issued to him, moreover, the appellant being a civil servent, the TVETA had no authority to conduct any sort of inquiry against the appellant in absence of specific order from the competent authority, moreover, in that inquiry too the appellant was never associtesd properly nor any witness has been examined or if so examined no opportunity of cross examination has been given to him.
- M. That the appellant was never served with any absence notice nor has any publication been made in any leading news paper.
- N. That charges leveled against the appellant were never proved, it is pertinent to mention here about the letter dated 11.09.2014 sent to the inquiry officer by the HOD and principal which is clear proof of the fact that the appellant never remained absence of his duties and that he was fully devoted towards his profession.
- O. That the appellant has never committed any act or omission which could be termed as misconduct. He has performed his duties as

assigned with zeal and devotion albeit he has been awarded the penalty.

- P. That the appellant has a spotless service career of about more then three years, during his entire service he has always perform his duties to the best of his abilities and never given any chance of compliant whatsoever to his superiors regarding his performance. The penalty imposed upon the appellant is stigma on his bright and spotless service career hence liable to be set aside.
- Q. That the facts and grounds mentioned in the reply to the show cause notice and departmental appeal of the appellant may also be read as integral part of the instant appeal.
- 11. That the appellant seeks permission of the Honourable Tribunal to rely on additional grounds at the time of hearing of the instant appeal.

It is therefore prayed that on acceptance of this appeal the impugned Notification No. SOIH(IND)4-3/2015 dated 09.03.2016, may please be set-aside and the annual increments of the appellant may kindly be restored with all back/consequential benefits of service.

Appellant

Through

IJAZ ANWAR Advocate Peshawar &

SAJID AMIN Advocate Peshawar

BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL PESHAWAR

Appeal No. /2016

Abdullah Rasheed, Lecturer Computer Engineering, presently posted at GATTC Hayatabad, Peshawar.

(Appellant)

VERSUS

Govt of Khyber Paktunkhwa through Chief Secretary, Khyber Pakhtunkhwa, Peshawar.

(Respondents)

AFFIDAVIT

I, Abdullah Rasheed, Lecturer Computer Engineering, presently posted at GATTC Hayatabad, Peshawar, do hereby solemnly affirm and declare that the contents of the above accompanied appeal are true and correct to the best of my knowledge and belief and that nothing has been kept back or concealed from this Honourable Tribunal.

Deponent

8) Aarnee A

GOVERNMENT OF KHYBER PAKHTUNKHWA INDUSTRIES, COMMERCE AND TECHNICAL EDUCATION DEPARTMENT



Dated Peshawar, the.

No. SOIH(IND)TE/3-5/2012. On the recommendations of the Khyber Pakhtunkhwa Public Service Commission, and in pursuance of the provisions contained in sub-section(2) of section-19 of the Khyber Pakhtunkhwa, Civil Servants Act. 1973 (Khyber Pakhtunkhwa Act No. XVIII of 1973), as amended by the Khyber Pakhtunkhwa. Civil Servants(Amendment) Act, 2005 (Khyber Pakhtunkhwa Act No. IX of 2005), the Competent Authority is pleased to order the appointment of the following candidates as Male Lecturer (Computer Engineering) (BPS-17) in the Directorate of Technical Education & Manpower Training, Khyber Pakhtunkhwa subject to the terms and conditions mentioned hereunder:

反应 Mr. Abdullah Rasheed S/O Abdur Rasheed Whan .

- Muhammad Siddique S/O Fazal Rauf.
- 3. Muhammad Safi Jan S/O Muhammad Parwaiz.
- 4. Mr. Hafeez ur Rehman S/O Habib ur Rehman.
- Muhammad Haroon S/O Mir Daman,
- 6. Mr. Rashid Ali Khan S/O Saher Ali Khan.
- 7. Mr. Fazal Rabi S/O Fazal Hadi.
- 8. Mr. Fawad Ahmad Khan S/O Aziz ullah Khan.
- 9. Mr. Faisal Jamal Nasir S/O Muhammad Nasir.
- 10. Mr. Shams ur Rehman S/O Gul Jan.
- 11. Mr. Iqbal Munir S/O Abdul Munir Khan.
- 12. Mr. Amjad Ali S/O Muhammad Zahir Shah Khan.
- 13. Syed Shadab Ali Shah S/O Syed Nawab Ali Shah.
- 14. Mr, Hikmat Ullah Khan S/O Hji Nadir Khan.
- 15. Syed Muhammad Ijlal Hussain S/O Syed Shabbir Hussain Shah.
- 16. Mr. Muhammad Sheraz Ahmad S/O Sardar Muhammad.

TERMS AND CONDITIONS

- i. They will, for all intents and purposes, be Civil Servants except for the purpose of pension or gratuity. In lieu of pension and gratuity, they will be entitled to receive such amount contributed by them towards Contributory Provident Fund (C.P.F) along with the contributions made by the Government to their account in the said fund, in the prescribed manner.
- They will be governed by the Khyber Pakhtunkhwa. Civil Servants Act 1973, all the laws applicable to the Civil Servant and rules made there under.
- iii. They will, initially, be on probation for a period of one year.
- Their services will be liable to termination at any time without assigning any reasons, before the expiry of the period of probation/extended period of probation, if their work during this period is not found satisfactory. In such an event, they will be given a month's notice of termination from service or one moth's pay in lieu thereof. In case they wish to resign at any time a month's



- They will not be entitled to any TADA on their first appointment as male Instructor (BPS-17) in the Directorate General of Technical Education & Manpower Training, Khyber Pakhtunkhwa.
- 2. On their appointment, the Competent Authority has further been pleased to order the following postings in the Directorate General of Technical Education & Manpower Training, Khyber Pakhtunkhwa with immediate effect;

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13	Mr. Ainjud Ali S Ø Muhammad Zahir	The second section will be second sec
	R/O Village Janoo, Tehsil & P.O Khawaza Khela District Swat Coo) Habib Book Seller, Main Bazar	As Lectures Computer Engineering) (2018-17: Grat Callege of Technology Swat against the vacant.)
13	Khawaza Khela	
	Syed Shadab Ali Shah S.O Syed Nawab Ali Shah, C/O Smai Ullah Cement Dealer near Police station Serai Naurang, District Laki Marwat.	As beetings (Computer Engineering) (BPS-17). Covi. Polytechnic Institute Karak, business the vacant part
 	Mr. Hikmat Ullah Khan S/O Haji Nadir Khan, R/O Academy for Engineering Courses new Arbab Colony Behind Jabir Flates, University Roard Peshawar, P. Address Khushdil Filling station P.O Talah Abbas, Mandan District Banan	As Lecturer (Computer Engineering) (BPS- F), Covi. College of Technology Bamm, against the vacant post
15	Syed Mishammad IJhl Ute, am 170. Syed Shabbir Hussain Shah, R/O House Mo.90/A Moh, Gazikot Township Sector A Manshera	(v. l'ectio et ev ompiaer l'ingineering) (BES- 17), Ciovi, Collège of Technology, Swabi, onomicine vacani posi
16	Mr. Muhammad Shera: Almad S.O. Sardar Muhammad R/O House No.355/5, Lower Malikpura Banda Suppan, Abbottabad.	As Lee no exect conputer Layancerings (BPS) L. Covi. Polytechnic Institute Batkhela, against the vaccint post

3. If the above terms and conditions are acceptable to them, they should report for duty to the Principal of the Institute noted above within seven days of the receipt of this order.

-Sd-

Scoretary to Govt, of Khyber Pakhtunkhwa, Industries, Commerce & Technical Education

Department.

11510-70

Dated Pesh, the 2nd November, 2012

Copy is forwarded to:-

1. The Accountant General, Khyber Pakhtunkhwa, Peshawar.

- 2. The Director General, Technical Education & Manpower Training, Khyber, Pakhtunkhwa, Peshawar alongwith all relevant documents (in original) of the Officers for record.
- 3. The District Accounts Officers Swabi, D.I.Khan, Swat, Charsadda, Kohat, Lakki Marwat, Bunner, Mardan, Karak, Bannu.
- 4. The Director Recruitment, Khyber Pakhtunkhwa, Public Service Commission, Peshawar w/r to his letter No.KPK/PSC/SR/032005 dated 19-06-2012.

5. The Manager, Govt. Printing Press Peshawar.

- 6. The Principals Govt. College of Technology, Peshawar, Swabi, Timergara (Dir), Tangi(Charsadda), Kohat, D.I.Khan, Swaf, Bannu.
- 7. The Principals, Govt. Polytechnic Institute Batkhela(Swat), Lakki Marwat, Bunner, Takht Bhai(Mardan), Karak.
- 8. The officers concerned.

9. O/O file.

(ANWAR-UL-HAQ) DEPUTY SECRETARY-1

8

AMMERI B

The principal,

Govt: College of Technology,

Peshawar City

Subject: Arrival/Joining Report

Sir,

It is to inform you sir, that I have been appointed as Lecture in Computer Engineering at Govt: College of Technology under your kind control, Vide notification No: SOIII (IND) TE/3-5/2012 (photo Copy attached).

Respected Sir, I hereby submit my arrival/ joining report on this day 2-11-2012

Yours Obediently,

Engr: ABDULLAH RASHEED

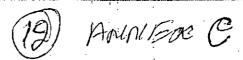
S/O ABDUR RASHEED KHAN

R/O H. NO 49 Moh: Majian

Dhaki Rahim Shah Hashtnagri

. Peshawar

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GOVERNMENT COLLEGE OF TECHNOLOGY KOHAT ROAD PESHAWAR.

CERTIFICATE OF TRANSFER OF CHARGE.

Certified that I Engr. Abdullah Rasheed Lecturer (Computer Engineering) have this day after noon of A.N 02/11/2012 taken over the charge of the office of the Lecturer (Computer Engineering) Government College of Technology, Peshawar with reference to the Government of Khyber Pakhtunkhwa Industries, Commerce and Technical Education Department Notification Endst: No.SOIII (INI) TE/3-5/2012/11510-70 dated: 02/11/2012.

Department	Monneanon Endst. No.50	0.01
Station: -	PESHAWAR	Signature of Kovernment Servant Receiving Charge.
÷		Designation: - Lecturer (Computer Engineering) Signature of Government Servant Relieving Charge.
Dated:6	_/11/2012(Λ/N)	Designation: -
Endst:No.C From,	GCT/Pesh/Estt/PF/ 273	Dated 3 / // /2012
	The Principal,	d Technology

Government College of Technol Peshawar.

To,

- 1. The Secretary Industries, Commerce and Technical Education KPK Peshawar
- 2. The Accountant General, Khyber Pakhtunkhwa, Peshawar
- 3. The Director General Technical Education & Manpower Training, Peshawar.
- 4. The Accountant of this College.
- 5. The Officer Concerned.

PRINCIP

Afzal



National University of Sciences & Technology Sector H-12 Islamabad

Tel: 9085-1045

0920/05/Selection letter/PGP Dte August 2013

To:

NUST ROLL NO 10606

Name: ABDULLAH RASHEED

Merit Position: 14

Subject:

Provisional Admission - MS MECHATRONICS ENGINEERING Session 2013

- 1. I am pleased to inform that you have been provisionally selected for admission in MS MECHATRONICS ENGINEERING at College of E&ME, Peshawar Road, Rawalpindi, on the basis of your merit position and the preference of choice given by you in the application form.
- You are requested to forward documents as per attached checklist by hand or through courier service latest by 23 August 2013. In case you fail to complete the same by the specified date, your selection is liable to be cancelled automatically and the next candidate on the merit list would be
- 3. Your provisional admission is subject to fulfillment of following terms and conditions:
 - a. Submission of documents as per para 2 above.
 - b. Production/verification, correctness and validity of original certificates / documents/ testimonials and antecedents to the entire satisfaction of the University. These original documents will be checked and deposited at the time of joining at concerned College/School
 - c. Your admission at NUST can be cancelled at any stage of studies with no liability on NUST. If any document / information provided by you is found to be fake / incorrect or not meeting NUST eligibility criteria.
 - d. Candidates awaiting result who do not submit their final result, will be dropped from the

4. Refund Policy

- a. Admission processing fee is not refundable in any case.
- b. Security deposit is refundable subject to production of clearance certificate from the concerned
- c. Half semester tuition fee deposited with the admission dues will be refunded in full, if application for refund is received up to 7th day of commencement of classes.
- d. No tuition fee will be refunded if application for refund is received on or after 8th day of
- Hostel facilities may be made available on first-come first-serve basis to limited number of students. Those requiring accommodation and conveyance may apply direct to College / School or Deputy Director Hostels & Messing (in case of Schools at H-12, Islamabad), on application form which can be downloaded from NUST website www.nust.edu.pk.

8/19/2013 6:43 PM

6. Your academic program is starting with effect from 09th September 2013. Please report to College of E&ME, Peshawar Road, Rawalpindi, 051-9239493 on due date, after deposit of willingness certificate, admission dues and academic documents with Postgraduate Programmes Directorate, HQ-NUST.

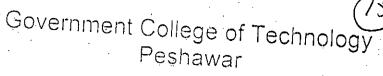
Mailing Address:
Postgraduate Programmes Directorate
National University of Sciences and Technology (NUST)
Sector H-12, Islamabad
Phone: 051-9085(1045,1043)

Director PGP Dr. Mahmood A Rahi

Note: This is a computer generated document and does not require signatures.

8/19/2013 6:43 Pt

AMPIER E





No.GCT/Pesh/P.F/ 293

Dated. 15 / 95 /2013

To

The Director General Technical Education & Manpower Training Khyber Pakhtunkhwa Peshawur

Subject:

CERTIFICATE OF DEPARTMENTAL PERMISSION

Enclosed please find herewith a certificate of departmental Permission in respect of Mr. Abdullah Rasheed, Lecturer of this college for further necessary action.

Enclosed as above Mizikai 08052013

a Principal

المر منظم المراس
The Director General, Directorate of Technical, Education & Manpower Training, Khyber Pakhtunkhwa Peshawar.

Subject:

Study Leave,

Respected Sir,

It is for your kind information that I Abdullah Rasheed is working as Lecturer in Computer Engineering at Govt. College of Technology Peshawar has been granted admission in MS MECHATRONICS ENGINEERING at College of E & ME, NUST Rawalpindi. My classés will start w.e.f 9th Sept. 2013. Duration for this Master's Degree Course is 2 years. However I am requesting for 1 year Study Leave. Photocopy of selection letter NUST attached.

Sir I am selectee Lecturer of Public-Service Commission vide Notification: SOIII(IND)TE/3-5/2013 and have joined the service on 02-11-2012. I have . applied for the said course through proper channel.

It is requested sir; my application for study leave may kindly be forwarded for further necessary action to the concerned quarters. I shall be very thankful to you.

Your's sincerely,

Engr. ABDULLAH RASHEED

Lect: Computer Engineering

G.C.T, Peshawar.

Endst: NO: 585

Dated: 63 709 /2013.

Copy to:

- The PS to Secretary Industries, Commerce and Technical Education KFK 1-2-
- The Director Technical Education KPK Peshawar.

Clours 9-9-13 -ło

GOVERNMENT COLLEGE OF TECHNOLOGY KOHAT ROAD PESHAWAR.

NO.GCT/PESH/ESTT:/PF/585

DATED 0.1/05/2013.

The Director General, Technical Education & Manpower Training; Khyber Pakhtunkhwa, Peshawar,

Subject: -

APPLICATION FOR STUDY LEAVE.

Enclosed please find herewith an application in respect of Engr. Abdullah Rasheed, Lecturer (B-17) of this College regarding study leave for further necessary action.

· WHACHIMI.

Ibrar

18) AMPER OF A

DIRECTORATE OF TECHNICAL EDUCATION, & MANPOWER TRAINING, KHYBER PAKTUNKHWA.

(Can)

Su DCTEMP/Esti/3-561/63 38 (1.3.)
Dated 30/10/2013.

To

The Section Officer-III.

Government of Khyber Pakhtunkhwa.

Industries & Technical Education Department.
Peshawar.

Subject

APPLICATION FOR LEAVE FOR STUDY:

I am directed to enclose herewith an application submitted by Engr: Abdullah Rasheed, Lecturer (Computer)BPS-17, Govt. College of Technology, Peshawar for the grant of one year Leave (without pay) for study w.e.f. 9-9-2013 to 8-9-2014. It is pertinent to mention that the Officer has been appointed as Lecturer on 02-11-2012 and is under probation for one year. Thus the period from 9-9-2013 to 02-11-2013 is at the discretion of the authority to be accordingly relaxed.

It is therefore, requested that the leave in question may thirdly be decided as per rules.

DA/As above.

(DEPUTY DIRECTOR (ADMN)

Endst: No. DGTE&MT/Estt/2-210/6338 Dated 30

Copy forwarded for information to the Principal, Govt. ollege of Technology, Peshawar w/r to his letter No.585 dated 03-09-2013.

OF DEPUTY DIRECTOR (ADMN)

1001

Araspor F

No.SOIII(IND)4-3/15 |

Tele:

GOVERNMENT OF KHYBER PAKHTUNKHWA INDUSTRIES, COMMERCE AND TECHNICAL EDUCATION DEPARTMENT

27th October, 2015

Dated Peshawar; the

To

Mr.Abdullah Rasheed, Lecturer (BS-17), Govt; College of Technology, Swabi.

SHOW CAUSE NOTICE

I am directed to refer to the subject noted above and to enclose Subject; here with two copies of the show cause duly signed by the Competent Authority and to state that one copy of the show cause notice may be returned to this Department duly signed by your self as token of receipt immediately.

- You are directed to submit your reply, if any, within 7 days of the delivery of this letter, otherwise, it will be presumed that you have nothing to put in 2. your defence and ex-parte action will be taken.
 - You are further directed to intimate whether you desire to be heard in

person or otherwise.

(Encl; as above)

(ZAHIR SHAH) SECTION OFFICER-III

Copy forwarded to the Manaing Director KP-TEVTA 3-A Chinar Road, University Town, Peshawar w/r to his letter No.TEVTA/HR-I/3-561/1939/2651 dated 09.10.2015.

SECTION OFFICER-III

SHOW CAUSE NOTICE



I, Amjad Ali Khan, Chief Secretary, Khyber Pakhtunkhwa, as Competent Authority under the Khyber Pakhtunkhwa Govt; Servants (Efficiency & Discipline) Rules, 2011, do hereby serve you, Mr.Abdullah Rashed, Lecturer (BPS-17), Govt; College of Technology, Peshawar presently working as Lecturer (BS-17) at Govt; College of Technology, Swabi as follows;

- That consequent upon the completion of inquiry conducted against you by the i) inquiry officer for which you were given the opportunity of hearing.
- On going through the findings and recommendations of the inquiry officer, the ii) material on record and other relevant papers, including your defence before the
- 2. I am satisfied that you, while posted as Lecturer (BS-17) Govt; College of Technology, Peshawar committed the following acts/omissions;
 - i. That you got admission in M.S. Mechatronics Engineering at NUST Islamabad without obtaining NOC of the Department.
 - That while posted at Govt; College of Technology, Peshawar, you remained ii. absent from duty with effect from 09-9-2013 to 08-9-2014, during your probation period of service which has been proved in the enquiry conducted by Engr; Sher Akhbar Khan, Principal (BS-20), Govt; College of Technology, Swabi.
 - That you did not join duty despite repeated explanation letters and warnings iii. from the concerned Principal and Director General Technical Education.
 - That during the period, you have drawn regular Pay and Allowances. iν.
 - That you attended the college concerned on 09-9-2014 and illegally/ fraudulently included your name in the Attendance Register and also tried to mark yourself present for the entire period of absentee.
- As a result thereof, I, as Competent Authority, have tentatively decided to impose upon you the penalty of "dismissal senvice" under Rule-9 of the said rules.
- You are, therefore required to show cause as to why the aforesaid penalty should not be imposed upon you and also to intimate whether you desire to be heard in person.
- If no reply to this notice is received within seven (07) days or not more than fifteen (15) days of its delivery, it shall be presumed that you have no defence to put in and in that case ex-parte action shall be taken against you.
- A copy findings of the inquiry report is enclosed.

· (AMJAD ALI KHAN)

Chief Secretary, Khyber Pakhtunkhwa

Mr.Abdullah Rasheed, Lecturer (BPS-17), Govt; College of Technology, Swabi The SO III,
Industries, Commerce and Technical Education.

Memo

With reference to show cause notice NO SOIII(IND) 4-3/15/13745 dated 27th Oct, 2015, received on dated 03-11-2015. I hereby submit my reply.

Regards
Engr Abdullah Rasheed

10711/15. 3-200 M.

Govt. Advance Technical Training

Centre Hayat Ahad Peshawar

The Honourable Cheif Secretary, Government of Khyber Pakhtoonkhwa.



Honourable Sir

In pursuance of show cause notice served upon me vide SO III (IND) 4-3/15/13745 dated 27th oct, 2015 (Annexure 1). I humbly submit para wise details as follows.

- 1. sir before getting admission at NUST i applied for NOC/Certificate of departmental permission vide letter No GCT/PESH/P.F/293 dated 15-05-2013 (Annexure 2)
- 2. I was appointed as lecture vide letter number SOIII (IND) TE/3-5/2012/11510-76 dated 2nd November 2012 (Annexure 3). I reported to join GCT Peshawar on the same date. I regularly mark my attendance in attendance register from 2nd November 2012 till my transfer dåted 31 October 2014 to GCT Swabi.
- 3. Photocopy of attendance register including my name and initial is attached (Annexure 4 (1-
- 4. No explanation letters received from principal office, however a letter from Directorate General Technical Education (TEVTA) letter No 3-561/3300(1-2) dated 25-06-2014 for which I replied in detail (Annexure 5) 15
- 5. I also applied for study leave through proper channel to the competent authority vide application NO GCT/PESH/ESTT/pf/585 dated 3-9-2013 (Annexure 6) the same was sent to secretariat vide No DGTE & MT/ESTT/2-210/6338 dated 30-10-2013 by the directorate of Directorate of Technical Education. (Annexure 7)
- 6. The directorate of TEVTA informed me vide letter NO EST1:-1/3-561/3786 dated 12-08-2014 (Annexure 8) after 11 months of period, while the secretariat issued a letter No S.O III (IND) 4-3/2012/0589 dated 2nd, July 2014, informing TVETA about the fate of my leave application. Annexure 9.
 - 7. My NUST class timings were from 5:30PM to 8:30PM trice in a week which did not suffer my duty at GCT. (Annexure 10(1-4)).
- 8. I regularly attended the GCT so I was eligible to draw my pay and allowances accordingly.
- 9. The attendance register always remained in the custody of HOD and every officer and class IV had to mark his attendance on daily basis before him. He (HOD) used to mark his initial on daily basis to close that day's attendance. Being as HOD, there was no possibility of leaving blank spaces serial wise for a person to mark his attendance and as such it is impossible that a person can get access and to mark his attendance for the whole year just before a few minutes of enquiry.



10. The behaviour, thoughts and attitude of HOD and principal towards me is crystal clear from the letter No/GCT/PESH/704 dated 11.09.2014 (Annexure 11) sent to enquiry officer two days later after enquiry.

In the view of above facts and my reply, I humbly request that this case may kindly be reconsidered and reviewed sympathetically to exonerate the undersigned from the unfounded charges levelled against me.

Your Obedient Servant

Mr. Abdullah Rasheed
Lecturer in Computer Engineering
GATTC Hayatabad-Peshawar



Apoll L. C

Government of Khyber Pakhtunkhwa Industries, Commerce & Technical **Education Department**

NOTIFICATION

No.SOIII(IND)4-3/2015.

Whereas Mr. Abdullah Rashed, Lecturer (BPS-17);

Govt; College of Technology, Peshawar remained absent from official duty for 365 days since 09.09.2013 to 08.09.2014 without prior approval of the competent authority.

- 2. And, whereas, a Show Cause Notice was served upon him vide even No dated 27,10.2015 to the effect to show cause as to why the penalty of Dismissal from Service should not be imposed upon him and also to intimate whether he wanted to be heard in person.
- 3. Whereas during personal hearing on 16.02.2016, he explained that before joining his current assignment (Lecturer), he was enrolled in MS Mechatronics Engieering at College of E&ME, NUST, Rawalpindi, but upon joining Government Service, he applied for study leave which was not approved while he continued his studies as such, although he took his classes in evening.
- Now, therefore, the competent authority in exercise of powers conferred on him under the Khyber Pakhtunkhwa (Efficiency and Discipline) Rules 2011; in view of the clarification and the shortage of Lecturers in Technical Education, is pleased to reduce the major penalty of "Removal from Service" tentatively imposed upon the acused to minor penalty of "WITHHOLDING OF THREE ANNUAL INCREMENTS FOR THREE YEARS".

-Sd-Secretary to Govt, of Khyber Pakhtunkhwa, Industries, Commerce & Technical Education Department.

Endst: No. SOIII(IND)4-3/2015 25 42 - 46 Dated Pesh, the 9th March, 2016

Copy is forwarded to:-

- The Accoutant General, Khyber Pakhtunkhwa, Peshawar.
 PSO to Chief Secretary, Khyber Pakhtunkhwa, Peshawar
- 3. The Managing Director, KP-TEVTA; Peshawar.
- 4. The Principal Govt; Advance Technical Training Center, Hayanibad Peshawar.
- 5. Mr. Abdullah Rashid, Lecturer (BS-17) GATTC, Hayatabad Peshawar.

6. Filc/Office copy.

(ZAHIR SHAH) SECTION OFFICER-III

To

The Honorable Chief Minister, Khyber Pakhtunkhwa, Peshawar.

Subject:

Notification No. against the SOIII(IND)4-3/2015. dated 09.03.2016, whereby the minor Departmental penalty of withholding of three annual increments for three vears has been imposed upon the undersigned.

Prayer in Departmental Appeal:

On the acceptance of this Departmental Appeal the order dated 09.03.2016 may kindly be set-aside, and the Annual Increments of the undersigned may kindly be restored with consequential benefits.

Respected Sir,

I very humbly submit the following few lines for your kind and sympathetic consideration:

- 1. That the undersigned was initially appointed as lecturer (Computer Engineering) BPS-17 in the Directorate of Technical Education & Manpower Training, Khyber Pakhtunkhwa Peshawar vide order/ letter No. SOIII(IND)TE/3-5/2012/11510-76 dated 02.11.2012 and was posted at Government College of Technology Peshawar.
 - 2. That ever since my appointment I am performing my duties as assigned with zeal and devotion and without giving any chance of complaint whatsoever regarding my performance.
 - 3. That while serving in the said capacity, in order to improve my qualification, I applied for higher studies i.e MS Mechatronics Engineering at NUST, accordingly I was selected for admission at NUST vide letter dated 19.08.2013 at NUST Rawalpindi.
 - 4. That it is pertinent to mention here that before joining NUST, I duly applied for NOC / departmental permission vide letter No.

GCT/PESH/PF/293 dated 15.05.2013. Moreover I also applied for study leave vide letter No. GCT/PESH/PF/585 dated 03.09.2013, which was duly forwarded by the Directorate of Technical Education to the Secretariat vide letter No. DGCT&MT/ESTT/2-210/6338 dated 30.10.2013. Unfortunately I was not informed about the faith of my leave application in due time.

- 5. That in the mean time my study course at NUST, Rawalpindi preceded, therefore I was constrained to join my studies, however my classes timings were from 5:30pm to 8:30pm, thrice a week, therefore, I also continued my duties at GCT, Peshawar and never remained absent from my official duties.
- 6. That I was served with a show cause notice containing certain unfounded and baseless allegations the allegations so leveled are reproduced below.
 - i. That you got admission in M/S Mechatronics Engineering at NUST Islamabad without obtaining NOC of the department.
 - ii. That while posting at Govt. College of Technology, Peshawar, you remained absent from duty with effect from 09/09/2013 to 08/09/2014 during your probation period of service which has been proved in the enquiry conducted by Engr: Sher Akhbar Khan, Principal (BS-20), Govt. College of Technology Swabi.
 - iii. That you did not join duty despite repeated explanation letters and warnings from the concerned Principal and Director General Technical Education.
 - iv. That during the period, you have drawn regular pay and Allowances.
 - 7. That I duly replied the show cause notice and refuted the allegations leveled against me.



- 8. That without conducting any regular inquiry, I have been awarded the penalty of "withholding of three Increments for three years" vide impugned notification dated 09.03.2016.
- 9. That the penalty so imposed upon me is illegal, unlawful against the law and facts, hence liable to be set aside inter alia on the following grounds.

GROUNDS OF DEPARTMENTAL APPEAL

- A. That the applicant/undersigned has not been treated in accordance with law hence my rights secured and guaranteed under the law are badly violated.
- B. That no proper procedure has been followed before awarding me the penalty of withholding of increments. I have not been properly provided the opportunity to defend myself against the charges. No inquiry has been conducted whatsoever to probe into the charges. Thus the whole proceedings are defective in the eye of law and in order based on such defective proceedings is liable to be set aside.
- C. That I have not been given fair opportunity of personal hearing before awarding me the penalty thus I have been condemned unheard.
- D. That I have never been served with any charge sheet or statement of allegations thus I have been denied opportunity to defend myself against the charges.
- E. That I never remained absent from my duties infact I regularly attended my classed at GCT which is evident from my attendance sheet/register. Since my classes at NUST were in the evening i.e. 5.30 to 8.30 p.m. and that too were thrice in a week, so I had no problems to perform my duties at GCT.
- F. The Directorate of TEVTA informed me vide letter No. ESTT:-1/3-561/3786 dated 12/082014 after 11 months of period, while the Secretariat issued a letter No. S.O III (ND) 4-3/2012/0589 dated 2nd, July, 2014, informing TVETA about the fate of my leave application.

- G. That the attendance register always remained in the custody of HOD and every officer and class-IV had to mark his attendance on daily basis before him. The HOD had used to mark his initial on daily basis to close that day's attendance. In the presence of HOD there was no possibility of leaving any blank spaces serial wise for a person to mark his attendance and as such it is impossible that a person can get access and to mark his attendance for the whole year just before inquiry proceedings.
- H. That the undersigned was selected for admission at NUST and I duly applied for the permission from the department before my joining my classes at NUST, higher studies is the fundamental rights of every citizen since I applied for study leave, therefore, it could not have been refused needles to mentioned that my studies never effected performance of my duty as I regularly performed my duty at GCT in the morning.
- I. I regularly attended the GCT so I was eligible to draw my pay and allowance accordingly.
- J. That the charges leveled against me were never admitted by me nor there was any sufficient material available that could prove even remotely associate me with the charges so leveled, therefore, the matter in hand required a full fledge inquiry to prove the guilt or otherwise of the undersigned in absence of regular inquiry no penalty can lawfully be imposed.
- K. That since the charges were never admitted by me adopting shorter procedure of show cause is uncalled for and not warranted under the law.
- L. That even in the so called inquiry / facts finding inquiry conducted by TVETA I was never properly associated nor any kind of charge sheet / show cause notice is issued to me, moreover, I being civil servant, the TVETA had no authority to conduct any sort of inquiry against me in absence of specific order from the competent authority, moreover, in that enquiry too I was never associated properly nor any witness were examined or if so examined I was not given opportunity to cross examined.
- M. That I was never served with any absence notice nor any publication has been made in any leading newspaper.



- N. That charges leveled against the undersigned were never proved. It is pertinent to mention here about the letter dated 11.09.2014 sent to the inquiry officer by the HOD and principal which is clear proof the fact that I never remain absent from my duties and I was fully devoted towards my profession.
- O. That I have never committed any act or omission which could be termed as misconduct. I have performed my duties as assigned with zeal and devotion albeit I have been awarded the penalty.
- P. That I have a spotless service career of about more than 3 years, during my entire service I have always perform my duties honestly and to the best of my abilities and have never given any chance of complaint to my superiors regarding my performance.

 The penalty imposed upon me is a stigma on my bright and spotless service career hence liable to be set aside.

It is, therefore, humbly prayed that on acceptance of this appeal the order dated 09.03.2016 may kindly be setaside, and the annual increments of the undersigned may kindly be restored with consequential benefits.

Yours Obediently

ABDULLLAH RASHEED

Lecturer in computer Engineering GATTC Hayatabad, Peshawar.

Dated:___/03/2016

Semester : 1st

TRG PROCRAMME - PG COURSES - FALL SEMESTER 2013/14

Course: MS-78

Discipline: Mechatronics Engineering

Duration: 09 Sep to 10 Jan 2014

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5.	Dr Mehmood Akhtar	. 3.00	

Dy Registrar (PG)
Aug 2013 (Dr Muhammad Naveed)



Semester : 2nd

TRG PROGRAMME - PG COURSES SPRING SEMESTER - 2014

Course: MS-78

Discipline: Mechaironies Engineering

Duration: 03 Feb to 06 Jun 2014

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5.		3.00
	Dr Umar Shahbaz Khan	3.00

Lt Col Dy Registrar (PG) Dec 2013 (Dr Muhammad Naveed)



ASG-6-OSF-C02

Semester: 3rd

Course: MS-78

Discipline: Mechatronics Engineering

Duration: 16 Jun - 03 Oct 2014

Day Venue Time Hours	No of Weeks: 16	
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Summery

Dr Mohsin Islam Tiwana

Dr Rab Nawaz Chauchry (TVF) 3.00

Lt Col Dy Registrar (PG) (Dr Muhammad Naveed)

(O Jul 2014

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KHYBER PAKTUNKHWA TECHNICAL EDUCATION
AND VOCATIONAL TRAINING AGENCY

No.TEVTA Secretariat/Estt:-I/3-561/ 3786 (-3)Dated

ed. 1 8 /2014

То

 The Principal, Govt. College of Technology, Peshawar

2. Mr. Abdullah Rasheed, Lecturer(Computer), GCT, Peshawar. 2 (10 M/33/73 2 (12/4 -)

Subject:-

APPLICATION FOR LEAVE FOR STUDY.

l am directed to refer to the subject noted above and to enclose herewith a copy of letter No. SOIII(IND)/4-3/2012/10589 dated 2.7.2014 received from Section Officer-III, Industries & Technical Education Department regarding rejection of Study Leave in respect of Mr. Abdullah Rasheed, Lecturer (Computer), GCT, Peshawar for information and further consumption please.

Encls: (As above).

Deputy Director(Fett-I)

No.TEVTA Secretariat/Estt:-I/3-561/ 3つよんとう)Dated. ノメ

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Copy of the above is forwarded to Engr. Sher Akbar, Principal, GCT, Swabi/Enquiry Officer for information and with the request to expedite the enquiry proceedings please.

Deputy Director(Estal)

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Plaintiff Appellant Petitioner Complair VERSUS Defendar Responde Accused Appeal/Revision/Suit/Application/Petition/Case No. of Fixed for I/We, the undersigned, do hereby nominate and appoint IJAZ ANWAR ADVOCATE, SUPREME COURT OF PAKISTAN In mystime and any behalf to appear at Compromises or other documents accounts, exicompromises or other documents whatsoever, in connection with the said matter of matter arising therefrom and get issued and arrest, attachment or other executions, we concern and to apply for and get issued and arrest, attachment or other executions, we poen and to apply for and get issued and arrest, attachment or other executions, we preceive payment of any or all sums or submit for the above matter to arbitration, amployee any other Legal Practitioner authorizing him to exercise the powers. AND to all acts legally necessary to manage and conduct the said case respects, whether herein specified or not, as may be proper and expedient. AND I/we hereby agree to ratify and confirm all lawful arts done on my confirmed or by virtue of this power or of the usual practice in such matter. PROVIDED always, that I/we undertake at time of calling of the case be courtly my authorized agent shall inform the Advocate and make him appear in Court, case may be dismissed in default, if it be proceeded ex-parte the said counsel shall is held responsible for the same. All costs awarded in favour shall be the right of the courtly held responsible for the same. All costs awarded in favour shall be the right of the courtly held responsible for the same. All costs awarded in favour shall be the right of the courtly held responsible for the same. All costs awarded in favour shall be the right of the courtly and confirm and the right of the courtly held responsible for the same. All costs awarded in favour shall be the right of the courtly held responsible for the same. All costs awarded in favour shall be the right of the courtly and confirmed the confirmed for the courtly and course label.	Abduleus Rashoed	me Pest
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BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL PESHAWAR

CM	/2016	
IN		
Appeal	Ño.	/2016

Abdulllah Rasheed, Lecturer Computer Engineering presently posted at GATTC Hayatabad, Peshawar.

(Appellant)

VERSUS

Govt of Khyber Pakhtunkhwa through Chief Secretary, Khyber Pakhtunkhwa, Peshawar and others.

(Respondents)

Application for suspension of order dated 01.12.2016, till the final decision of the appeal.

Respectfully Submitted:

- 1. That the above titled service appeal is pending adjudication before this Honorable Tribunal in which 21.12.2016 is fixed for hearing.
- 2. That the facts and grounds taken in the titled service appeal may kindly be taken as integral part of the instant application.
- 3. That the Deputy Director (ADMIN/HR), has directed the Principal of Advance Technical Training Centre, Hayatabad Peshawar to recover the salaries of the applicant of his alleged absentees and withholding of his three increments vide letter dated 01.12.2016.
- 4. That it is pertinent to mention here that in the impugned order dated 09.03.2016, the penalty of withholding of three annual increments from the applicant/ appellant was imposed upon the applicant/ appellant, however there was no order regarding the recovery of any salary from the applicant.

- 5. That since the applicant has already impugned the order dated 09.03.2016 in his service appeal, therefore it will be in the fitness of things to put on hold the recovery from the pay of the appellant.
- 6. That the applicant has got a good prima facie case in his favor and he is sanguine of its success, besides all the three ingredients/ prerequisites for the grant of status quo strongly lies in favor of the applicant.
- 7. That the applicant would be exposed to great hardship and inconvenience in case the order dated 01.12.2016 is not suspended.
- 8. That it would also serve the interest of justice if the respondents are restrained from making recoveries of salaries from applicant for his alleged absence and withholding of his three increments, till the final decision of the titled service appeal.

It is, therefore, humbly prayed that on acceptance of this application the order dated 01.12.2016 may kindly be suspended and the respondent may kindly be stopped from making recovery of his salaries till the final decision of the titled service appeal.

Through

Applicant,

IJAZ ANWAR

Advocate Peshawar

X

YASIR SALEEM Advocate Peshawar



KHYBER PAKHTUNKHWA TECHNICAL EDUCATION & VOCATIONAL TRAINING AUTHORITY 3-A, CHINAR ROAD UNIVERSITY TOWN, PESHAWAR



/2016.

No.TEVTA/Estt-I/3-561/

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The Principal,

Advance Technical Training Centre,

Hayatabad Peshawar.

Subjects:-

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IMPLEMENTATION OF NOTIFICATION NO.SOIII(IND)4-3/2015/2542-

Dated

46 DATED. 09-3-2016:

I am directed to refer to the subject noted above and to state that Mr. Abdullah Rashid, Lecturer BPS-17, presently posted at Govt: Advance Technical Training Centre, Hayatabad has been accordingly imposed minor penalty of withholding of three Annual increments for three years for his absence from duty w.e.f.09-09-2013 to 08-09-2014, vide Notification NO.SOIII(IND)4-3/2015/2542-46 DATED. 09-3-2016 issued by the Govt: of Khyber Paktunkhwa, Industries, Commerce, & Technical Education Department. Since the absence of the accused officer has been established, the salary illegally received by the Officer during his absence period is to be recovered from him.

This office has not been intimated about the progress made so far in this regard. You are, therefore, requested to kindly intimate the progress of the matter with regard to recovery and withholding of increments from the Officer for further necessary action.

This may kindly be treated on priority basis.

DEPUTY DIRECTOR (ADMN/HR)

Endst:No.TEVTA/Estt-I/3-561/4972 (1-5)

Dated ///2//2016.

Copy of the above is forwarded for information and necessary action to:

1. The Section Officer-III, Govt: of Khyber Paktunkhwa, Industries and Technical Education Department w/r to Notification NO.SOIII (IND)4-3/2015/2542-46 DATED. 09-3-2016.

2. The Principal, GCT, Peshawar with the request to make coordination in this regard with the Principal, Advance Technical Training Centre, Hayatabad, Peshawar.

3. Mr. Abdullah Rashid, Lecturer BPS-17, Advance Technical Training Centre, Hayatabad, Peshawar.

4. Assistant Director (Audit), KP-TEVTA Head Office.

Myen

DEPUTY DIRECTOR
(ADMN/HR)

BEFORE THE KHYBER PAKHTUNKHWA SERVICES TRIBUNAL, PESHAWAR

Restoration Application No. 462/18

Appeal No.793/2016

Service Tribunal

Diary No. 25

Dated 10 - 12 - 0

Abdullah Rasheed, Lecturer Computer Engineering, presently posted at GATTC Hayatabad, Peshawar.

(Appellant)

VERSUS

Government of Khyber Pakhtunkhwa through Chief Secretary Khyber Pakhtunkhwa Civil Secretariat Peshawar & others.

(Respondents)

Application for restoration of the captioned service appeal, dismissed for non-prosecution vide order dated 30.11.2018

Respectfully Submitted:

- 1. That the above noted appeal was pending in this Honorable Court and fixed on 30.11.2018, however it was dismissed for non-prosecution on the said date. (Copy of the order dated 30.11.2018 is attached as Annexure A)
- 2. That clerk of the counsel for the applicant/ appellant wrongly entered another date of the captioned appeal in his diary and for the reason the appeal was dismissed for non-prosecution.
- 3. That the absence of the counsel on the said date was not willful but was due to the reason stated above.
- 4. That the Applicant or his counsel never absented them selves willfully but it was due to the above reason, the case in hand was throughout pursued diligently and vigilantly, moreover the applicant has valuable rights involved in the instant suit, hence the case deserves to be decided on merits.
- 5. That the superior courts have always favoured adjudication of disputes on merits hence the applicant may please be allowed to contest the appeal on merit.

It is, therefore, prayed that on acceptance of this application the order dated 30.11.2018 may please be set-aside and the noted appeal may please be restored and be decided on merit.

Applicant/ Appellant

Through, .

YASIR SALEEM Advocate High Court,

&

JAWAD UR REHMAN Advocate Peshawar

Deponent

Affidavit

I do hereby solemnly affirm and declare on oath that the contents of the above application are true and correct and that nothing has been kept back or concealed from this Honourable Tribunal

NOTARY PUBLIC

BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL PESHAWAR

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Appeal No. 7/2016

No burther tor opportunities tor exply shoots Dared 03/08/2016

Abdulllah Rasheed, Lecturer Computer Engineering, presently posted at GATTC Hayatabad, Peshawar.

(Appellant)

VERSUS

1. Govt of Khyber Paktunkhwa through Chief Secretary, Khyber Pakhtunkhwa, Peshawar.

- 2. Secretary to the Government of Khyber Pakhtunkhwa, Industries, Commerce & Technical Education Department, Peshawar.
- 3. Director, Technical Education & Manpower Training, Khyber Pakhtunkhwa Peshawar, Peshawar.

(Respondents)

Appeal under Section 4 of the Khyber Pakhtunkhwa Service Tribunal Act, 1974, Notification No. SOIII(IND)4-3/2015 dated 09.03.2016, whereby the appellant has been awarded the minor penalty of "withholding of three annual increments for three years" against which his departmental Appeal has not been responded despite the lapse of statutory period of 90 days.

Prayer in Appeal: -

Filedto-day
Resistrate
3/8/6

On acceptance of this appeal the impugned Notification No. SOIII(IND)4-3/2015 dated 09.03.2016, may please be set-aside and the annual increments of the appellant may kindly be restored with all back / consequential benefits of service.

Khyour Johnsonwa Service Irrounal

Pestamar

05.07.2018

Counsel for the appellant and Mr. Sardar Shoukat Hayat, Additional AG alongwith Mr. Shahab Khattak, Coordinator for the respondents present. Learned counsel for the appellant requested for adjournment. Adjourned. To come up for arguments on 21.08.2018 before D.B.

(Ahmad Hassan) Member

(Muhammad Amin Kundi)

21-8-2018

Due to Sid-Ul- Azna vocation the case is adjurned to 17-10-18

Reader

7.10.2018

Junior to counsel for the appellant and Mr. Kabirullah Khattak learned Additional Advocate General for the present. Junior to counsel for the appellant seeks adjournment that his senior counsel is not in attendance. Adjourned. To come up for arguments on 30.11.2018 before D.B.

Member 2

30.11.2018

Appellant absent. Learned counsel for the appellant absent. Mr. Kabirullah Khattak learned Additional Advocate General for the respondents present. Case called for several time again but none appeared on behalf of the appellant. Consequently the present service appeal is dismissed in default. No order as to costs. File be consigned to the record room.

(Hussain Shah) Member

(Muhammad Hamid Mughal)

Certified to be

30.11.2018

Date of Defivery of Copy

BEFORE THE KHYBER PAKHTUNKHWA SERVICES TRIBUNAL, PESHAWAR

Restoration Application No. 462/18

Appeal No.793/2016

Abdullah Rasheed, Lecturer Computer Engineering, presently posted at GATTC Hayatabad, Peshawar.

(Appellant)

VERSUS

Government of Khyber Pakhtunkhwa through Chief Secretary Khyber Pakhtunkhwa Civil Secretariat Peshawar & others.

(Respondents)

Application for restoration of the captioned service appeal, dismissed for non-prosecution vide order dated 30.11.2018

Respectfully Submitted:

- 1. That the above noted appeal was pending in this Honorable Court and fixed on 30.11.2018, however it was dismissed for non-prosecution on the said date. (Copy of the order dated 30.11.2018 is attached as Annexure A)
- 2. That clerk of the counsel for the applicant/ appellant wrongly entered another date of the captioned appeal in his diary and for the reason the appeal was dismissed for non-prosecution.
- 3. That the absence of the counsel on the said date was not willful but was due to the reason stated above.
- 4. That the Applicant or his counsel never absented them selves willfully but it was due to the above reason, the case in hand was throughout pursued diligently and vigilantly, moreover the applicant has valuable rights involved in the instant suit, hence the case deserves to be decided on merits.
- 5. That the superior courts have always favoured adjudication of disputes on merits hence the applicant may please be allowed to contest the appeal on merit.

It is, therefore, prayed that on acceptance of this application the order dated 30.11.2018 may please be set-aside and the noted appeal may please be restored and be decided on merit.

Applicant/ Appellant

Through,

YASIR SALEEM
Advocate High Court,

&

JAWAD UR REHMAN Advocate Peshawar

Affidavit

I do hereby solemnly affirm and declare on oath that the contents of the above application are true and correct and that nothing has been kept back or concealed from this Honourable Tribunal

Seponent

BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL PESHAWAR

VA

Khyber Pakhtwkhwa

Service Tribucal

Appeal No.<u>743</u>/2016

Dares 03/08/20/6

Abdulllah Rasheed, Lecturer Computer Engineering, presently posted at GATTC Hayatabad, Peshawar.

(Appellant)

VERSUS

1. Govt of Khyber Paktunkhwa through Chief Secretary, Khyber Pakhtunkhwa, Peshawar.

- 2. Secretary to the Government of Khyber Pakhtunkhwa, Industries, Commerce & Technical Education Department, Peshawar.
- 3. Director, Technical Education & Manpower Training, Khyber Pakhtunkhwa Peshawar, Peshawar.

(Respondents)

Appeal under Section 4 of the Khyber Pakhtunkhwa Service Tribunal Act, 1974, Notification No. SOIII(IND)4-3/2015 dated 09.03.2016, whereby the appellant has been awarded the minor penalty of "withholding of three annual increments for three years" against which his departmental Appeal has not been responded despite the lapse of statutory period of 90 days.

Prayer in Appeal: -

Filedto-day
Resistrate
3/9/4

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King of the state
05.07.2018

Counsel for the appellant and Mr. Sardar Shoukat Hayat, Additional AG alongwith Mr. Shahab Khattak, Coordinator for the respondents present. Learned counsel for the appellant requested for adjournment. Adjourned. To come up for arguments on 21.08.2018 before D.B.

(Muhammad Amin Kundi)

21-8-2018

Due to Eid-Ul- Azna Vocation the case is adjurned to 17-10-18

Reader

7.10.2018

Junior to counsel for the appellant and Mr. Kabirullah Khattak learned Additional Advocate General for the present. Junior to counsel for the appellant seeks adjournment that his senior counsel is not in attendance. Adjourned. To come up for arguments on 30.11.2018 before D.B.

30.11.2018

Appellant absent. Learned counsel for the appellant absent. Mr. Kabirullah Khattak learned Additional Advocate General for the respondents present. Case called for several दे time again but none appeared on behalf of the appellant. Consequently the present service appeal is dismissed in default. No order as to costs. File be consigned to the

Member

(Muhammad Hamid Mughal) Member