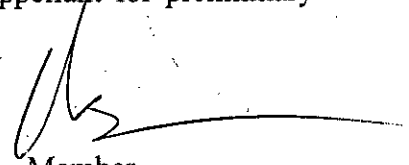


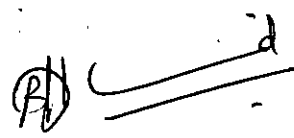
1642/12

03.01.2014

No one is present on behalf of the appellant. Notice be issued to the appellant/counsel for the appellant for preliminary hearing on 13.01.2014.


Member

13.01.2014

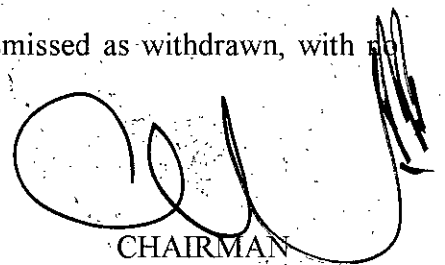


Appellant with counsel present and requested for ~~early~~ disposal of the case as grievance of the appellant has been redressed and he has been transferred back from Chitral to Nowshera. A copy of order dated 6.1.2014 was also produced, ^{which} copy ~~whereof~~ is placed on file.

The appellant is satisfied with his transfer from Chitral to Nowshera, and thereby redressal of his grievance by the respondent-department; and requests for withdrawal of the appeal.

The appeal is accordingly dismissed as withdrawn, with no order as to costs.

ANNOUNCED
13.01.2014




CHAIRMAN

Form- A

FORM OF ORDER SHEET

Court of _____

Case No. 1642/2013

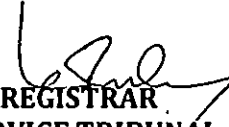
S.No.	Date of order Proceedings	Order or other proceedings with signature of judge or Magistrate
1	2	3
1	26/12/2013	<p>The appeal of Mr. Raja Zahid resubmitted today by Miss. Sumera Khan Swati Advocate may be entered in the Institution register and put up to the Worthy Chairman for preliminary hearing.</p> <p style="text-align: right;"> REGISTRAR</p>
2	1-1-2014	<p>This case is entrusted to <u>primary Bench</u> for preliminary hearing to be put up there on <u>3-1-14</u>.</p> <p style="text-align: right;"> CHAIRMAN</p>

The appeal of Mr. Raja Zahid Sub-Inspector Co-Operative Societies Mansehra received today i.e. on 23.12.2013 is incomplete on the following scores which is returned to the counsel for the appellant for completion and resubmission within 15 days.

1. Law under which appeal is filed is not mentioned.
2. Heading of the appeal is incomplete which may be completed.
3. Appeal may be got signed by the appellant.
4. Annexure-G of the appeal is illegible which may be replaced by legible/better one.
5. Annexures of the appeal may be attested.
6. Five more copies/sets of the appeal along with annexure i.e. complete in all respect may also be submitted with the appeal.

No. 1818 /S.T.

Dt. 24/12 /2013.


REGISTRAR
SERVICE TRIBUNAL
KHYBER PAKHTUNKHWA
PESHAWAR.

Miss. Sumera Khan Swati Adv.
High Court Mansehra.

*After clearing the objection. I am going to resubmit
the file.*

Sumera Swati Advocate


26/12

BEFORE THE SERVICE TRIBUNAL K.P.K.

PESHAWAR

Appeal no. 1642/13

Raja Zahid.....Appellant

Versus

Secretary Agriculture, Livestock Co-Operative,
Peshawar and others.....Respondents

APPEAL

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7.	Copy of order dated 01.11.2001	"C"	13
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9.	Copies of the audit report and compliance	"E" & "F"	15-39
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12.	Attested copies of the plaint, application under Order 10, replication and orders of the Civil Court <i>+ Letter of Rq/sms</i>	"J", "K", "L" & "M"	51-62
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14.	Wakalat Nama		

Dated 16.12.2013


Raja Zahid
(Appellant)

Through: -


MISS. SUMERA KHAN SWATI
Advocate High Court,
District Courts,
Mansehra

BEFORE THE SERVICE TRIBUNAL

K.P.K. PESHAWAR

Appeal no. 1642/13

Raja Zahid son of Raja Yousaf, Sub-Inspector, Co-Operative Societies Mansehra, resident of Mohallah Kohsar Loharbanda, Mansehra, Tehsil & District Mansehra.....Appellant

Versus

1665
23-12-13

- 1) Secretary Agriculture, Livestock Co-Operative, Peshawar.
 - 2) Registrar Co-Operative Societies, Benevolent Fund Building 4th Floor, Peshawar K.P.K.
 - 3) Assistant Registrar, Co-Operative Societies, Mansehra
 - 4) Assistant Registrar, Co-Operative Societies, Abbottabad (Auditor)
-Respondents

APPEAL UNDER SECTION 4 OF K.P.K. SERVICE TRIBUNAL AGAINST THE IMPUGNED ORDER DATED 16.09.2013 WHEREBY THE RESPONDENT NO. 3 HAS ILLEGALLY TRANSFERRED THE APPELLANT MAY KINDLY BE SET-ASIDE

referred to duty
[Signature]
23/12/13

PRAYER: -

On acceptance of the appeal, the order of the respondent No. 3 dated 16.09.2013 may kindly be set-aside.

Respectfully sheweth!

- 1) That, the appellant was appointed by the Co-Operative Societies in the year 1982.

(Copy of the order dated 09.09.1982 is annexed as Annexure "A").

re-submitted to duty and filed.

[Signature]
26/12/13

- 2) That, in the year 2013 appellant is working as Sub-Inspector of the Co-Operative Societies.

- 3) That, Hazara Co-Operative Farm Service Centre Limited Mansehra, which is private Corporate body, registered under Co-Operative Societies Act 1925 and Rules 1927 made request to Assistant Registrar Co-Operative Societies for look-after of their centre by their Inspectors/ Sub-Inspectors as Manager of their centre.

(Copy of the proceeding/resolution of the Hazara Farm Service Centre is annexed as Annexure "B").

- 4) That, Assistant Registrar Co-Operative Societies Mansehra, respondent No. 3 by order dated 01.11.2001 appointed appellant as Manager/Assistant Manager of the Hazara Co-Operative Farm Service Centre Limited Mansehra and directed to continue their own duties in their own circle.

(Copy of the order dated 01.11.2001 is annexed as Annexure "C").

- 5) That, the appellant is Government employee and in additional duties with Hazara Co-Operative Farm Centre Mansehra was taking only Honoraria which was initially 5000/- per month and

(3)

increased by the meeting of Board of Directors to 6000 per month.

(Copy of the resolution is annexed as Annexure "D").

- 6) That, the audit report of the Hazara Co-Operative Farm Services Centre from 2007-2008 to 2011-2012 was submitted and compliance was also made.

(Copies of the audit report and compliance are annexed as Annexure "E" & "F" respectively).

- 7) That, 16.09.2013 respondent No. 3 with allegations regarding audit report of the Hazara Co-Operative Farm Service Centre Mansehra, those are directly related to Board of Directors of the Centre transferred the petitioner from Mansehra to Chitral and on the same date issued relieved order, with the direction that no TA/DA allowed.

(Copy of the order dated 16.09.2013 is annexed as Annexure "G").

- 8) That, the appellant against the impugned order submitted appeal to the Secretary Agriculture, Livestock and Co-Operative Department Peshawar K.P.K. and written requests for the justice were also made.

(Copies of the application and departmental appeal are annexed as Annexure "H" & "I" respectively).

- 9) That, the appellant also filed civil suit against the order of respondent No. 3 dated 16.09.2013, which was return

(4)

**Under Order 7 Rule 10 Civil Procedure
Code.**

(Attested copies of the plaint, application under Order 7 Rule 10, replication and orders of the Civil Court are annexed as Annexure "J", "K", "L" & "M" respectively).

- 10) **That, the impugned order is not tenable on the following grounds: -**

GROUND: -

- A) **That, the impugned order is wrong, void, illegal, based on malafide, political motivated and against the policy decision formulated by the Government in service matters.**
- B) **That, the order of respondent No. 3 dated 16.09.2013 is against the general policy as the order stated that no TA/DA allowed to appellant.**
- C) **That, respondent No. 3 leveled the charges against the appellant, those have no connection with civil service.**
- D) **That, the respondent No. 3 was duly bound to made inquiry if the appellant is involved in any gross misconduct or violation of his departmental job/service, but he badly failed to do this.**
- E) **That, by impugned order respondent No. 3 imposed many allegations against the appellant those made the whole term of his service doubtful and if this impugned**

order would not be cancelled, the position of the appellant will miserable and appellant would suffer irreparable loss.

F) That, Hazara Co-Operative Farm Service Centre is a private corporate body, registered under the Co-Operative Societies Act 1925 and rules 1927 and it is the representative body of 82 Co-Operative Societies of Mansehra. The allegation is disputed order are related to Board of Directors of Hazara Co-Operative Farm Centre not related to appellant. And this fact is also admitted by Registrar in his latter to EDO Agriculture Department.

(Copy of letter is annexed as Annexure "M").

G) That, the appellant is the only member of his family to look-after and he is floating in air by this impugned order, which is not maintainable at any cost.

H) That, transfer is not the punishment of the gross misconduct or violation of any rule, appellant is ready to face the inquiry

~~of the Hazara Co-Operative Farm Service Centre~~
~~Mansehra~~
~~Mansehra~~

I) That, other grounds will be raised at the time of arguments.

J) That, this service appeal is within time.


16

It is, therefore, most humbly prayed that on acceptance of this appeal the order of the respondents may kindly be set-aside.

Dated 16.12.2013


Raja Zahid
(Appellant)

Through: -

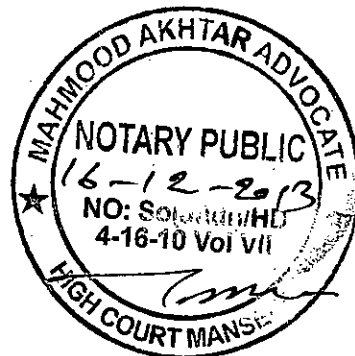

MISS. SUMERA KHAN SWATI
Advocate High Court,
District Courts,
Mansehra

AFFIDAVIT

I, RAJA ZAHID SON OF RAJA YOUSAF, SUB-INSPECTOR, CO-OPERATIVE SOCIETIES MANSEHRA, RESIDENT OF MOHALLAH KOHSAR LOHARBANDA, MANSEHRA, TEHSIL & DISTRICT MANSEHRA DO HEREBY SOLEMNLY AFFIRM AND DECLARE ON OATH THAT THE CONTENTS OF FORE-GOING APPEAL ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND NOTHING HAS BEEN CONCEALED OR SUPPRESSED FROM THIS HONOURABLE TRIBUNAL.


RAJA ZAHID
(DEPONENT)

ATTESTED



(7)

BEFORE THE SERVICE TRIBUNAL K.P.K.

PESHAWAR

Raja Zahid.....Appellant

Versus

Secretary Agriculture, Livestock Co-Operative,
Peshawar and others.....Respondents

APPEAL

CORRECT ADDRESSES OF THE PARTIES

Respectfully sheweth!

**Correct addresses of the parties are as
under: -**


APPELLANT

Raja Zahid son of Raja Yousaf, Sub-Inspector,
Co-Operative Societies Mansehra, resident of
Mohallah Kohsar Loharbanda, Mansehra,
Tehsil & District Mansehra


RESPONDENTS

- 1) Secretary Agriculture, Livestock Co-Operative, Peshawar.
- 2) Registrar Co-Operative Societies, Benevolent Fund Building 4th Floor, Peshawar K.P.K.
- 3) Assistant Registrar, Co-Operative Societies, Mansehra
- 4) Assistant Registrar, Co-Operative Societies, Abbottabad (Auditor)

Dated 16.12.2013


**Raja Zahid
(Appellant)**

Through: -


**MISS. SUMERA KHAN SWATI
Advocate High Court,
District Courts,
Mansehra**

(8)

BEFORE THE SERVICE TRIBUNAL K.P.K.
PESHAWAR

Raja Zahid.....Appellant

Versus

Secretary Agriculture, Livestock Co-Operative,
Peshawar and others.....Respondents

APPEAL

AFFIDAVIT

I, RAJA ZAHID SON OF RAJA YOUSAF, SUB-INSPECTOR,
CO-OPERATIVE SOCIETIES MANSEHRA, RESIDENT OF
MOHALLAH KOHSAR LOHARBANDA, MANSEHRA,
TEHSIL & DISTRICT MANSEHRA DO HEREBY
SOLEMNLY AFFIRM AND DECLARE ON OATH THAT NO
SUCH SUBJECT MATTER APPEAL HAS EVER BEEN
FILED BEFORE THIS HONOURABLE TERIBUNAL NOR
PENDING NOR DECIDED. THAT THE CONTENTS OF
FORE-GOING AFFIDAVIT ARE TRUE AND CORRECT TO
THE BEST OF MY KNOWLEDGE AND BELIEF AND
NOTHING HAS BEEN CONCEALED OR SUPPRESSED
FROM THIS HONOURABLE TRIBUNAL.



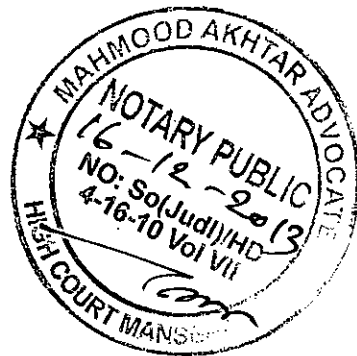
**RAJA ZAHID
(DEPONENT)**

IDENTIFIED BY:



**MISS. SUMERA KHAN SWATI
ADVOCATE HIGH COURT/
COUNSEL FOR APPELLANT.**

ATTESTED



(9)

BEFORE THE SERVICE TRIBUNAL K.P.K.

PESHAWAR

Raja Zahid.....Appellant

Versus

Secretary Agriculture, Livestock Co-Operative,
Peshawar and others.....Respondents

APPEAL

**APPLICATION FOR SUSPENSION OF THE
OPERATION OF THE ORDER DATED
16.09.2013 OF THE RESPONDENT NO. 3
TILL FINAL DISPOSAL OF THIS APPEAL
AND DIRECT THE RESPONDENTS TO
RELEASE THE PAY OF THE APPELLANT
OR ANY OTHER APPROPRIATE ORDER
MAY KINDLY BE ISSUED IN FAVOUR OF
APPELLANT.**

Respectfully sheweth!

- 1) That, a service appeal is filed with this application which is considered to the part and parcel of this application.
- 2) That, appellant has prima facie good case.
- 3) That, balance of convenience is also in favour of appellant.
- 4) That, if the operation of the impugned order is not suspended, the appellant will suffer irreparable loss.

It is, therefore, most humbly prayed that on acceptance of this application order the

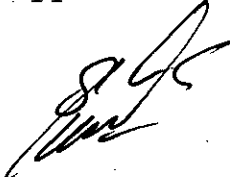
(10)

respondent No. 3 dated 16.09.2013 be suspended and respondents be directed to release the pay of the appellant and any other order appropriate be issued in favour of the appellant.

Dated 16.12.2013


Raja Zahid
(Appellant)

Through: -


MISS. SUMERA KHAN SWATI
Advocate High Court,
District Courts,
Mansehra

AFFIDAVIT

I, RAJA ZAHID SON OF RAJA YOUSAF, SUB-INSPECTOR, CO-OPERATIVE SOCIETIES MANSEHRA, RESIDENT OF MOHALLAH KOHSAR LOHAR BANDA, MANSEHRA, TEHSIL & DISTRICT MANSEHRA DO HEREBY SOLEMNLY AFFIRM AND DECLARE ON OATH THAT THE CONTENTS OF FORE-GOING APPLICATION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND NOTHING HAS BEEN CONCEALED OR SUPPRESSED FROM THIS HONOURABLE TRIBUNAL.


RAJA ZAHID
(DEPONENT)

(11)

In pursuance of Deputy Registrar Cooperative Societies Hazara Division Abbottabad order No.1173-80/T-2/DH order dated 8.9.1982, the under noted Sub-Inspector Candidates have reported their arrival for duty/Training on the dates noted against each and are attached with the Inspectors as shown against their names. They will complete 10 months training before their regular appointment as such. The training shall consist of 6 months theoretical training at the Cooperative training College Peshawar and 4 month on the Job Training.

Annexure 'A'

S.No.	Name of Sub-Inspector Candidate:	Date of arrival for Training:	Insp: with whom attached for training.	Post against which Pay is to be drawn.
1.	Akhter Zaib. ✓	8.9.82 P.M.	Mansohra East.	Kohistan.
2.	Shah Nawaz. ✓✓	9.9.82 "	IRCO & AM Schme.	"
3.	Miaz Mohd. ✓✓	9.9.82 "	" " "	"
4.	Ghulam Sarwar. ✓	9.9.82 "	" " "	IRDP, Battal.
5.	Mohd Sarwar. ✓	9.9.82 "	Mansohra East.	"
6.	Raja Za-hid ✓	9.9.82 "	Mansohra West.	IRDP, Balakote.
7.	Tayyub Shah. ✓	9.9.82 "	" " "	IRDP, Kuzabanda.
8.	Munir Hussain. ✓	9.9.82 "	" " "	Batagram.
9.	Sultana Room. ✓	20.9.82 "	Batagram East.	"
10.	Abdul Ahad ✓	6.10.82 "	Pattan East.	Kohistan.
11.				

No. 3122-50 / C-18(iii) Dt: 18/9 Assistant Registrar, Cooperative Societies, Mansohra & Kohistan.

Copy forwarded to :-

- The Registrar Cooperative Societies IRDP, Peshawar for favour of information with ref: to Deputy Registrar Cooperative Societies Hazara Division order referred to above.
- Deputy Registrar Cooperative Societies Hazara Division, Abbottabad for favour of information with reference to his order referred to above.
- 7. All the Concerned Inspectors C.S. Mansohra & Kohistan District for information and necessary action. The candidates should please be set on training according to the standing orders and their arrival reports sent to this office accordingly. They should be directed to execute bond duly attested by the Magistrate I to the effect that they shall pay all the cost of training as fixed by the Department if they quit services, removed due to disciplinary action or resign from service during the training or within two years thereafter they should also be directed to submit a security bond as per standing orders. Their pay will only be drawn when they fulfill all the conditions as laid down in their selection order.
- 17: all the Candidates for information & compliance.
- District Accounts officer Mansohra for information & a/a.
- 35. Personal files of all concerned for ref: and record.
- Office Assistant for information and necessary action.

1, 2

M. L.
Assistant Registrar

M.L.
Assistant Registrar,
Cooperative Societies,
Mansohra & Kohistan.

00

4

PROPERTY

of the

کارروائی کمیٹی ہزارہ کراپٹیو فارم سروس سنٹر منسہرا

10-10-2001
نور الدین
وقت 10 بجے دن

(5) جسے جوڈیسیل کورٹ نے ان کے خلاف ایک نوٹس جاری کیا ہے اور ان کے خلاف ایک نوٹس جاری کیا ہے اور ان کے خلاف ایک نوٹس جاری کیا ہے۔

Annexure "B"

(6) خانم نسیم کے من گروں کے ذمہ رقم واپس لانا ہے اور اس کے لئے ایک نوٹس جاری کیا جائے اور اس کے لئے ایک نوٹس جاری کیا جائے۔

کہ شہر نیف میں یا کسی اور عالیاتی ادارے میں رقم ہے ان کے لئے ایک نوٹس جاری کیا جائے اور اس کے لئے ایک نوٹس جاری کیا جائے۔

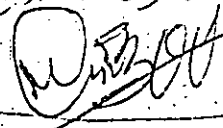
① صدر - جن زیب قات

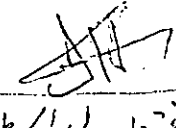
② سید عبدالرشید - ڈائریکٹر

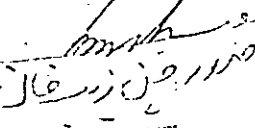
③ قاضی نعیم الدین - ڈائریکٹر


(9) قرار دیا گیا کہ جیڈ ایف سی کے آراؤٹس والے سے گوت ڈسٹریکٹ کے آراؤٹس کے بارے میں صدر خانم نسیم کے آراؤٹس کو اجازت دیا جائے کہ وہ وہاں سے رقم لیں۔

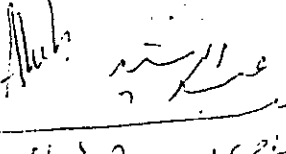
(10) قرار دیا گیا کہ جیڈ ایف سی کے آراؤٹس والے سے گوت ڈسٹریکٹ کے آراؤٹس کے بارے میں صدر خانم نسیم کے آراؤٹس کو اجازت دیا جائے کہ وہ وہاں سے رقم لیں۔

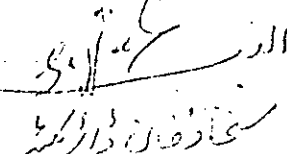

DIRECTOR
Hazara Co-Operative Form
Service Centre Manshra.

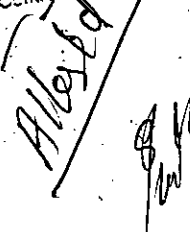

DIRECTOR
Hazara Co-Operative Form
Service Centre Manshra.


PRESIDENT
Hazara Co-Operative Form
Service Centre Manshra.

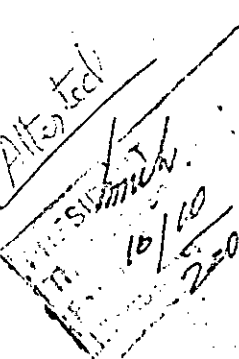

DIRECTOR
Hazara Co-Operative Form
Service Centre Manshra.


DIRECTOR
Hazara Co-Operative Form
Service Centre Manshra.


DIRECTOR
Hazara Co-Operative Form
Service Centre Manshra.



AR کے لئے ایک نوٹس جاری کیا جائے


10/10
2001

کارروائی کمیٹی ہزارہہ کے پریسہ فام سندس سٹیٹس ایڈمانٹ

10-10-2001
بروز بدھ
پولت 10 بجے دن

آج سٹیٹس ایڈمانٹ کے زیر سرارت جن زیر قبضہ حالت میں رہ رہ کر ذیل
ڈائٹنگ سٹیٹس ایڈمانٹ کے ذریعہ ذیل کارروائی بالذات الراسیہ ہزارہہ میں

قرارداد

(1) قرار پایا: کہ سابقہ ہزارہہ کے قبضے میں کوآرڈیٹ جات اور کتب خانوں کے
پہنچا رہا جائے اور تمام کتابیں نئی لے کر جب سے اپنی کارروائی
لوگ کے حساب کتاب کیلئے نئے ریفرنس ٹریکر کیے جائیں نیز کارروائی
اور ریفرنس ان میں نیا ٹریکر کیے جائیں اور ریفرنس میں جو سٹیٹس ایڈمانٹ
کی عبارت میں موجودہ سٹیٹس ایڈمانٹ سے دستخط کیے جائیں موجودہ ہزارہہ
کیلئے تمام کتب نئی ٹریکر کیے جائیں 20.10.2001 تک ان کے حساب کیے
جائیں جب ان کے متعلقہ (2) سٹیٹس ایڈمانٹ کے ضروریات کو

(2) قرار پایا: کہ فام سندس سٹیٹس ایڈمانٹ جو فام مقامی میں جسے جسکی وہ سے تمام
سٹیٹس ایڈمانٹ کے حساب کیلئے مقامی میں ہونا سٹیٹس ایڈمانٹ کے لئے ہزارہہ
میں ڈیولپمنٹ جناب اسٹنٹ ریفرنس کو الٹی میٹیم فرم میں ان کے
کی جاتی ہے کہ سٹیٹس ایڈمانٹ کے حساب کیلئے مقامی ان کے لئے سٹیٹس ایڈمانٹ
میں سٹیٹس ایڈمانٹ کے لئے

(3) قرار پایا: کہ جو سٹیٹس ایڈمانٹ کے حساب کیلئے ہزارہہ میں ہونا سٹیٹس ایڈمانٹ کے لئے
جو کہ گہری سٹیٹس ایڈمانٹ کے لئے سٹیٹس ایڈمانٹ کے لئے ہزارہہ میں
اور نیا سٹیٹس ایڈمانٹ کے لئے ہزارہہ میں ہونا سٹیٹس ایڈمانٹ کے لئے
دینے کی قرارداد منظور سے نئے سٹیٹس ایڈمانٹ کے لئے ذیل کیلئے
جانی ہے کہ وہ سٹیٹس ایڈمانٹ کے لئے ہزارہہ میں ہونا سٹیٹس ایڈمانٹ کے لئے
میں سٹیٹس ایڈمانٹ کے لئے

قرارداد پایا: 1 = مقامی سٹیٹس ایڈمانٹ کے لئے ہزارہہ میں
2 = مقامی سٹیٹس ایڈمانٹ کے لئے ہزارہہ میں
کہ سٹیٹس ایڈمانٹ کے لئے ہزارہہ میں ہونا سٹیٹس ایڈمانٹ کے لئے
پہلی مبارک باد میں کرتا ہے اور ہزارہہ میں ہونا سٹیٹس ایڈمانٹ کے لئے
کہ سٹیٹس ایڈمانٹ کے لئے ہزارہہ میں ہونا سٹیٹس ایڈمانٹ کے لئے
دلکشی میں ہونا سٹیٹس ایڈمانٹ کے لئے

(4) قرار پایا: کہ موجودہ سٹیٹس ایڈمانٹ کے لئے ہزارہہ میں ہونا سٹیٹس ایڈمانٹ کے لئے
کہ سٹیٹس ایڈمانٹ کے لئے ہزارہہ میں ہونا سٹیٹس ایڈمانٹ کے لئے
کہ سٹیٹس ایڈمانٹ کے لئے ہزارہہ میں ہونا سٹیٹس ایڈمانٹ کے لئے

O R D E R .

13
ANNEXURE
120

In exercise of power conferred to me under By-Laws No.30 (a) of the Society, Mr, Reja Ashid Sub-Inspector of this office is hereby appointed as a Manager and Mr, Gulzar Sarwar Sub-Inspector, of this office as appointed as a Assistant Manager, of the Hazar Cooperative Farm Service Center Ltd, Mansehra with immediate effect. He is also directed to continue his previous duty in their own Circle.

Ex-Manager of the Hazar Cooperative Farm Service Center Ltd, Mansehra Taj Muhammad Inspector is directed to work as own Circle in the office of the undersigned.

In this connection necessary handing/Taking over the Charge and relevant record etc shall take place immediately under intimation to this office.

Sd/-
Assistant Registrar,
Cooperative Societies,
Mansehra.

No. 1129-35 /PFSI: Dated Mansehra the 1st 11/2001.

Copy to:-

1. The Registrar, Cooperative Societies, NWFP, Peshawar for information please.
2. The President of the Hazaara Cooperative Farm Service Center Ltd, Mansehra for information please.
3. ~~The Manager~~ The Manager Bank of Khayber for information please.
4. The Manager, Frontier Provincial Cooperative Bank Ltd, Mansehra for information.
- 5-6. P/File of the officials concerned for record.
7. Office file H.F.S.C Ltd, for record.

Attested
[Signature]

[Signature]
Assistant Registrar,
Cooperative Societies,
Mansehra.

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Handwritten mark or symbol, possibly a stylized letter or number.

Small handwritten mark or symbol in the top right corner.

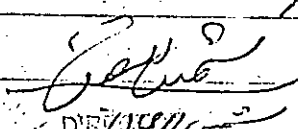
آج پورڈاں ڈائریکٹریٹرمہ اجلاس زیر سران بنیاز امیر شاہ سردرو ذیل ڈائریکٹریٹرمہ زبان منتقدہ ہوئے
سب ذیل کاروائی ہوئی
سب سے پہلے قرآن پاک کی تلاوت ہوئی جسکی سعادت جناب الشرفہ خالصتہ نے حال کی تلاوت کی
پورڈاں کے ڈائریکٹریٹرمہ نے بحث میں حصہ لیا اور ذیل قراردادوں کو مندرجہ طور پر منظور کیا

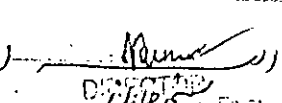
متن	تعمیر
جس بلڈنگ کو تعمیر کرنے کیلئے 12/2010 31	مضیم صواکہ جاریہ ہارڈی سے اندر کوئی تعمیرات نہ کی جائے کیونکہ اجلاس اور
کو قرارداد منظور ہوئی اس پر مبارک	کیلئے کوئی نو اور نہ میں ایذا گوارا نہ ہو جس حالت میں رہنا جائے اس
لینم خان کے بارے میں غور؟	اسکو صاف کرنا اس کی آرٹیشن، زمینائیں، بجائے اصول اور درخت گمانا جائش منظور ہے
اسٹریٹ ریٹائرڈ کی پوزیشن پر غور؟	اسٹریٹ ریٹائرڈ ایمانہ الی بنائیاں والی سڑکوں میں تعمیرات ہوا چکے ساتھ ٹریک حوالی انتہائی شریف آدمی سے ہم تمام ڈائریکٹریٹرمہ کو مالینہ تعمیراتی پر خوش آمدید کہتے ہیں اور انکی روٹ کو پھیلنے کو اجازت کی جائے اور ان سے ان اس کی جائے کہ ادارہ کا آؤٹ کرنا ایسا کیسے کیا (امکانوں اور تعمیرات فرمایا جائے منظور ہے
یکم جنوری سے دروازوں کے کرایہ پر چلنا	مضیم صواکہ تمام دروازوں کا کرایہ جنوری سے 2010 سے فی دروازہ پر لھایا جانا منظور ہے
پر غور؟	سببانہ، ضرورت سے تنازعہ میں صادق عدلیانے بڑی کوشش کی کہ مسئلہ حل ہو سکے تو بہت جھگڑا اور عمارت تک گئی انکے حذر نہادی صدر، صدر بمخبر بڑی کوشش کی کہ ایسا تنازعہ نہ ہو مگر تنازعہ شد اور اقدار کو گیا آخر کار بازارہ کی تنظیم اور نائب صدر محمد صادق نے جرگہ میں تنازعہ حل کیا جس پر ادارہ صادق وجب کو فوج پھینک پیش کرتے ہیں
دو دروازے سببانہ، ضرورت کے تنازعہ	جرگہ میں ادارہ کی طرف اشرف خاں، شمس الرحمن بن صادق واجب کے ساتھ بالہ خالی رہتے ہر آخر میں ایک ریلیٹ معاوضے لیکر کیا جائے اور روڈ جو نیچے برائے ریلیٹ معاوضے بنایا ہے اسکو ریلیٹ معاوضے کو جانا ہے نیچے آبادی کا راستہ ریلیٹ معاوضے لیکر سب پور صدر کر دیا جائے صرف روڈ ریلیٹ معاوضے کے استعمال کیے ہوگا۔ وہاں پر خود ریلیٹ معاوضے لیکر کیا جائے منظور ہے
پر غور؟	
ریلیٹ معاوضے لیکر نہ پر غور؟	
مخبر کے اعتبار پر غور؟	جنوری 2011 سے پورڈاں انتہازیم مبلغ 5000/ سے پورڈاں کے مقرر کیا گیا ہے کیونکہ اسکی پوزیشن پر ضرورت ہے کہ اس کا انتہازیم پورڈاں کے لئے انتہازیم پورڈاں کے لئے انتہازیم سے مندرجہ طور پر پورڈاں پر منظور ہے

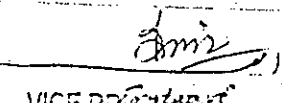
امیر شاہ
سرپرست


بازار کھیتی باڑی اور صنعتی
MANSHIRA
 ۱۰۰

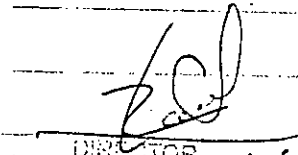
3-1-2019
 2011
 جوئے اور دیگر کام کے لئے ۱۴/۲۰۱۱
 صدر ایگزیکٹو AR سے مشاورت کے لئے مندرجہ ذیل
 مندرجہ ذیل

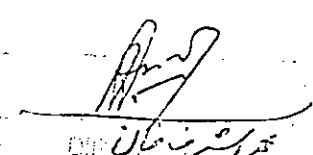

 DIRECTOR
 Hazara Co-Operative Farm
 Service Centre Manshira.

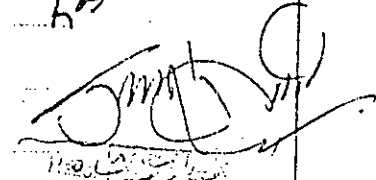

 DIRECTOR
 Hazara Co-Operative Farm
 Service Centre Manshira.


 VICE PRESIDENT
 Hazara Co-Operative Farm
 Service Centre Manshira.

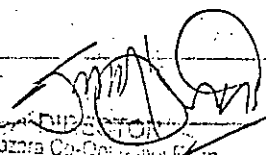

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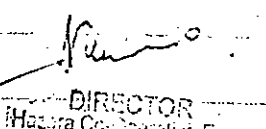

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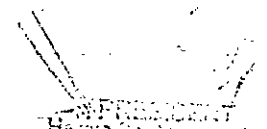

 DIRECTOR
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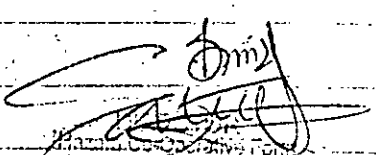
6-1-2011
 آج پورٹ آف ڈائریکٹرز کا بیگم ایڈس سید نواز احمد کی صدارت میں حوالہ اور ذیل قرار دیا گیا ہے
 کہ محمد زید ولد رحمت اللہ جو کہ ادارہ کا کرایہ دار ہے نے پھر ادارہ پر 3، 4، 5 اشیاں کا بیج اہ حد تک بیگانگی کا وجہ
 سے ساتھ آئے ہیں کہ ان دھکی دیئے اور ایڈس سید نواز احمد سے قوتوں کا درال کی اس کی
 بیان دو گنا مستزادہ بلالہ اس سے نیلے ادارہ کا صدر نے قبول من مگر اس سے درخواستیں اور اس کا آکر
 ارسال کرتا رہا اس کا نام میں بیگم سید نواز احمد سے دو گنا درال سے خوراک و خدمات قابل کرد
 کہ بیگم سید نواز احمد کو جانشین بننے پر غور کیا جائے اور ان کو کوئی نقصان حوالہ مستزادہ بلالہ اشیاں ذمہ دار
 ہوگا اور پورٹ آف ڈائریکٹرز کا نام بدل سے خوراک و خدمات کے سہارے کرنا ہے۔

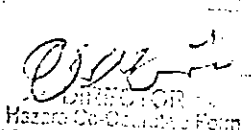

 DIRECTOR
 Hazara Co-Operative Farm
 Service Centre Manshira.

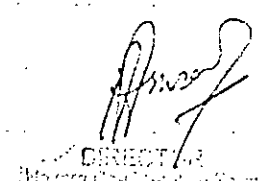

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 DIRECTOR
 Hazara Co-Operative Farm
 Service Centre Manshira.

AUDIT REPORT

(2007-08 TO 2011-12)

15

THE HAZARA COOPERATIVE FARM SERVICES CENTRE

ANNEXURE

MANSEHRA.

Date of Registration:	30.6.1972 at SI No 127
Number of members at registration:	17 societies
Number of members at present:	82 societies
Area owned/managed by the society:	20 Kanal 13 Marlas.
Date of previous audit	11-18 July 2007
Period of previous audit:	2003-2007 (1.7.2003 to 30.6.2007)
Date of present audit:	10-18 Feb 2013.
Period of present audit:	2007-08 to 2011-12(1.7.2007 to 30.6.2012)

GENERAL OBJECTS OF THE SOCIETY.

- i To arrange and provide agriculture inputs to its members and other societies of the area.
- ii To arrange and supply agriculture machinery including tractors, thrashers etc to its members and other societies of the area.
- iii To provide facilities for the development of agriculture activities including repair and maintenance of agriculture tools and equipments to its member and other cooperative societies.
- iv To provide a platform to all agricultural societies to organize them in order to achieve a sustained agriculture development.

01. REGISTER MEMBERS.

According to the members register 82 primary cooperative societies of Mansehra District are member of the Farm Services Centre having a paid up share capital of Rs. 44,400/-. Total numbers of share purchased by the societies are 282. The maintenance of share register is very poor. A number of cuttings, erasing are found and no signature are found at a number of places where it is necessary.

02. MANAGING COMMITTEE:

Managing Committee of the Farm Centre consists of 11 members wherein nine are elected by the representatives of member societies and 2 members are nominated by the Assistant Registrar concerned. Among the 11 members one is designated as President and one as Vice President. In the byelaws there is no provision of word "director" but inspite of time and again directions word director is being used for the members of managing committee and they are using their rubber stamps as Director. Instead of Managing Committee, word "Board of Director" is being used which is contrary to the provisions of registered bylaws. Last election was held on 15.2.2012 wherein election was held and present committee was elected for one year and tenure of the committee has expired on 14.2.2013.

03. EMPLOYEES:

Affairs of the Farm Centre are run by the managing committee and there are two officials deputed from Cooperative Department of Sub-

Alleged
[Signature]

Inspectors cadre and two full time employees to assist them in dealing the matters as per detail below:-

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- i Mr. Raja Zahid Sub Inspector working as Manager since November 2000 and getting Rs 5000.00 as honoraria.
- ii Mr. Ghulam Sarwar Sub Inspector working as Assistant Manager and getting Rs. 3000.00 as honoraria.
- iii A full time Peon getting Rs 4000.00 per month.
- iv A full time Chowkidar getting Rs. 1000 per month.

It is interesting to note that two officials deputed from the department are getting around Rs. 50000/- Per Month from Government exchequer but they are on full time duty for the centre although their nature of duty is as additional charge.

04 INCOME:

The income of the society is the amount of received rent from the shops and agriculture land which has been given on monthly rent or lease.

05 FURNITURE

The centre has purchased number of furniture items during the audit period but on verification it has come to the knowledge that some furniture items are missing and in the possession of one the member of the managing Committee without any legal authority.

06 Elections and General meetings

The record of the society regarding convening of general meeting was checked and it was found that although presently 82 societies are the members of the Farm Centre but actually there is no representation of any society but some persons have been inducted in the name of those societies. Some societies are defaulter of Cooperative Bank and they are not eligible for the membership but important fact is that the patron society has not authorized these persons who are representing these societies. Generally a procedure is prescribed for the membership of secondary society where an authority letter is given by the society to a member to represent the society after approval from meeting of Committee meeting and afterwards it must be verified by the Inspector/Sub Inspector of the Circle but for the membership of Farm centre no such procedure was adopted. In such case all the elections, general meetings and approval of expenses and other acts and deeds of the society are defective and has no legal standings.

The members of managing committee are named as Directors but according to approved byelaws there is no word mentioned as Directors and they have made themselves as directors without amendments in the byelaws.

07 Land and Building

After the registration of the society in the year 1972 a piece of land measuring 20 Kanal 13 Marlas was acquired by the Government and payment was made partially by the Government and partially by the funds of the society. A building was constructed consisting of 5/6 rooms alongwith godown. Later the Afghan Refugees Department constructed 3 godowns on BOT (build, operate and transfer) basis and after vacating the godowns were handed over to the society. A market consisting of 19 shops has been constructed on this land some shops have been constructed by the society and others have been constructed by the tenants through a contract with the society. All shops, piece of cultivable land have been rented out to general shop keepers only for generating

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revenues and has no concern with the objectives of the society. It is also a serious irregularity on the part of management as the society is bound to deal with the members and other society only.

As per directions efforts were made to measure the land owned by the society and accordingly a letter was written to the Deputy Commissioner Mansehra for getting the land measured and after a prolong and hectic efforts the concerned Revenue staff sent a report according to which the total available land is 20 Kenals and 13 marlas. However according to my own measurement the land is only 19 Kenals and a deficiency of 1 kenal 13 marlas was observed for which administration has no answer.

Another matter is worth mentioning that from the cultivable land a piece of land measuring 8.5 marlas was given to the residents of area behind the centre with the plea that they are earthquake victims and the land is being given on humanitarian basis but actually a huge amount of Rs 600000 was taken from them and the land is given to them. According to record of the society this piece of land was given to the adjacent population purely on humanitarian basis, free of cost and it may be taken back when needed by the centre but the inhabitants of adjoining area have extended this road upto their houses and using it for the last so many years and it is not possible to take the area back from them.

08 Construction and addition:

During the audit period a number of construction work have been carried out in which shops were constructed or repair work has been made. According to record these construction work was made by the society from its own funds and an amount of Rs.3.15 million was spent through different persons mostly directors of the society but no work plan, approval from Registrar (which is mandatory according to act and rules) or any other document is available. It was carried out by just paying money from the funds of the society and taking bills from the concerned director. No valuation was made from any authority. Another serious matter is that tenants of the shops claimed that they have constructed the shops etc. by incurring their own funds and the society is claiming that its own funds were involved. No contract was provided during the audit period inspite of repeated demands with the plea that the contract are time barred and new contracts are being arranged.

09 Lease / rent agreement

All shops / open space have been rented out to different persons some of them are members/directors of the centres but majority of them are not members of the society. Here ~~three~~ contracts are worth mentioning where in a huge loss was affected to the society and these contracts were made purely for the benefit of tenants and great financial loss caused to the society.

1. Almost half of the land including 3 godowns which were constructed by the Afghan Refugees Department has been rented out to one Mr. Asad Hussain for the last so many years. The tenant is using the land and the sheds for the manufacturing of steel articles and a huge activity is carried out there but the centre is getting only Rs.12500/- pm as rent which is less than 10% of the prevailing market rates of the area. It appeared that the contract is totally in favour of the tenant and some underhand dealing is involved. Proprietor of that business Mr. Asad Hussain is also representative of a cooperative society namely KALGAN cooperative Credit Society and

Asad Hussain
[Signature]

remained Director of the Farm Service Centre. He has also deposited a huge amount of around 1.5 million as deposit which is his own and not a deposit of society because Society has no funds to keep as deposit in the Centre. According to laws Farm Service Centre can not obtain any deposit from any individual.

2 Mr. Raza Muhammad is also tent of Farm Service Centre. He is presently Vice President of the society and doing a Cement business in the market of the farm Service Centre. According to the record he has occupied 3 shops but no security has been obtained from him with the plea that he has constructed the shops with his own funds and society is receiving only Rs.400/- Per month as half rent of said 3 shops and Rs.2400/- are being deducted from the amount of expenses he has incurred on construction of shops. During the audit a very interesting fact was discovered that there are three different agreements executed between the centre and the tent wherein different terms and conditions have been inducted. All agreements are in favour of tent and it is a clear violation of law in order to damage the financial condition of the centre, even Assistant Registrar Mansehra was shown as party in these agreements.

3 M/S Muhammad Nisar S/O Noor Hassan and Qasim S/O Abdul Rashid have been given a pace of land measuring 1 and half Kanai of land adjacent to the main road where they have constructed a market consisting of 10 shops and presently all 10 shops have been rented out by the tenant. A very interesting agreement is executed which is not provided during audit but detail obtained from the tenant is as under:-

- i. They have constructed the market with their own resources and the amount of cost will be considered as security (refundable). The valuation of the cost of construction has not been made yet.
- ii. Annual rent will be rupees 50000/- per annum.
- iii. The party has constructed a market and earning a monthly rent of around 70000/- and also obtained a huge amount as security from the tenants of the shops but inspite of the facts that centre is heavily indebted to the party in shape of refundable security its total incomes is only Rs.50000/- per year. It is a great loss to the centre which was deliberately given to the centre.

10 Working

As mentioned in the beginning of the audit note the main function of the society is to facilitate the members (Primary Societies) in agriculture and related fields but it is sorry to note that for the last so many years(including the audit period) society has done nothing according to his objects. It seems that the main focus of the society was on the renting out the property and nothing else. So many contracts were made for that purpose and very precious assets of the society have been plundered with the help of selected managing committee members who had nothing to do with the Cooperative Societies. These persons were deliberatory inducted as representative of the society and then as members of the managing committee and the main concerned was to damage the assets of the society.

11 Deposits

A huge amount was obtained from members societies as so called deposits in order to expend it on construction and other works. The concerned societies who have deposited a huge amount have no working capital

AMM
[Signature]

or share capital to keep this deposit with the centre. The actual position is that in order to pay for the so called construction work a fake deposit were shown and actually it is the investment of the persons inducted in the name of the societies for the purpose of showing expenditure. It is interesting to note that a credit society with the working capital of less than thousand rupees can not keep deposit of million of rupees. Actually some influential persons were made members of the managing committee and they have no concern with the cooperative societies.

12. Supervision

Farm Service Centre is being run by two Sub-Inspectors working as Manager and Assistant Manager. In addition to that circle Inspector and Sub-Inspectors are also there to look after the affairs of the centre and above all Assistant Registrar Manserha also had to check the affairs of the society but it is very strange to note that no one bother to check any activity of the society even during the period when the office of the Assistant Registrar was working in the premises of the Farm Service Centre. All Assistant Registrars, Inspectors and Sub-Inspectors are fully responsible for the malpractices undertaken by the responsible of the farm Service Centre as all the irregularities were carried out with the connivance of these officials.

13. Compliance of previous audit report

During the checking of the record of Assistant Registrar's Office it appeared that no proper record is maintained in this office regarding Farm Service Centre. All files pertaining to the Farm Service Centre are either incomplete or not available. No one took responsibility of this irregularity. Even copy of bylaws or registration order is not available. As far as compliance of previous audit notes are concerned no compliance was ever made about any audit note and no official/officer bothered about the audit notes although serious irregularities were pointed out by previous auditors. The previous audit notes were kept in the files as a routine correspondence and no action what so ever has been taken regarding financial and other irregularities committed by the management of Farm Service Centre.

14		<u>FINANCIAL POSITION OF THE SOCIETY.</u>				
		30.6.08	30.6.09	30.6.10	30.0.11	30.6.12
a	Share capital	39000	39000	39000	42900	44400
b	Working Capital	2107958	2519749	2713417	2831086	4027327

No reserve fund has been created which is mandatory according to the provisions of the Cooperative Societies 1925.

BALANCE SHEET

Alloola
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ASSETS.

1		<u>BANK ACCOUNTS</u>
a	Current account FPCB Mansehra	Rs. 186147.00
b	Saving account FPCB Mansehra	Rs. 08945.00

c	National Bank Mansehra.	Rs. 01045.00
d	No pass book is maintained in the society so the balance can not be confirmed.	
2	<u>Security of N.F.C. Rs. 5000/-</u>	
	It is amount of security deposited with N.F.C for supply of fertilizer and still intact according to record	
3	<u>Outstanding amount against societies/individuals</u>	
i	Tanawal MP Cooperative Society.	Rs.01000/-
ii	Hamsharian UCMP Society.	Rs.07650/-
iii	Baffa Dorah MP Society	Rs.05000/-
iv	<u>Assistant Registrar Mansehra Office</u>	<u>Rs.100350/-</u>
v	Mr. Abdul Waheed Inspector	Rs.13000/-
vi	Mr. Akhtarzeb Sub-Inspector.	Rs.11000/-
vii	Mr. Shaukat Pervez Sub-Inspector	Rs.09500/-
viii	Mr., Khurshid Anwar Sub Inspector	Rs.11873/-
ix	Mr. Muhammad Anwar Junior Clerk	Rs.24000/-
Xi	Mr. Niaz	Rs.04600/-
	Total:-	Rs.179323/-

Remarks on these amounts are available in the notes

- 4 Furniture & Fixture Rs.79870/-
 5 Miscellaneous goods Rs.69306/-
 6 Share in the Intuitions.

1	SRSCC Peshawar	Rs.1000/-
2	FPCB Limited	Rs.0500/-
3	Sarhad Cooperative Union	Rs.0010/-
4	Security Cement	Rs.1350/-

7 Land & Building Rs.3480644/-

Rs.3.5 million have been spent on the building during the audit period on constructions of building. There are serious irregularities in the process. Detail remarks may be seen in the concern note

LIABILITIES.

1 Share capital

During the audit period a number of new societies have been inducted as members but amount of share capital is increased according to proportion.

2 Subsidy for constructions of godown Rs.157000/-

It was granted by the Provincial Government for construction of godowns and spent for the purpose.

3 Share participation loan Rs.25000/-

It was granted by the Provincial Government at the time of beginning of the society.

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Security of shops. Rs. 290000/-

Centre has collected Rs. 290000/- as security of newly constructed shops during the audit period

Matching grant. Rs. 50000/-

The amount was provided by the Provincial Government in the outset of the society.

6 Deposit Rs. 1561932/-

7 Profit of the previous years 898478/-

8 Profit 2011-12. Rs. 341741

PROFIT AND LOSS

During the audit period i.e. 01.07.2007 to 30.06.2012 the society earned a profit of Rs. 652527, detail is given below:-

	2007-08	2008-09	2009-10	2010-11	2011-12
Profit/loss	92387	67462	140668	7269	344741

Report U/S 22-A of Cooperative Societies Act 1925.

1 Total land occupied / owned by the farm Service centre should be 20 Kanals 13 Marlas which was acquired for the farm Service Centre. According to Revenue Record and recent report submitted by the Revenue Staff there is no difference between the own land and occupied land but according to my calculation the position is quite different as per detail below:-

i. According to my measurement total land possession is about 19 Kanals but inspite of repeated requests to the revenue Staff they continuously reporting that the total measurement of land is the same as detected in the record

ii. A piece of land measuring 8.5 marls (10 Feet X 200 Feet) has been given to nearby residents for their thoroughfare to their houses constructed in the back side of the Farm Service centre and according to my information a huge amount has been taken for that transaction although there is no change in the revenue record but physically they have separated their piece of land and have constructed a cemented drain between their thoroughfare and the land of Farm Service Centre.

2 During the audit period (2007 to 2012) a huge amount of over 3 million was spent on developments etc. (new construction, repair and other related works). Centre was never in a financial position to construct these buildings and invest such a huge amount from its own resources. In order to create funds deposit were taken from so called members (not from societies but representative of societies individually). But during the audit period it was observed that a very nominal construction was made by the tenants from their own funds. In the absence of any approved plan, sanctions from the Registrar, proper assessment, supervision and finally without any written and proper contracts all these affairs are very doubtful because centre is claiming to invest its fund for construction but on the other hand tenants are repeatedly claiming that they have invested their own funds.

Rent/lease agreements.

All agreements made with the tenants (Shopkeepers) are very unfavorable to the farm Service Centre. Terms of agreements are not uniform and made without any proper assessment, planning or approval of the competent authority. Amount of security taken and rent is very low according to prevailing market rates of the area. Some tenants have complained that amount taken from them as security is far more than the amount mentioned in the record. through these unfair and defective agreements which are not considered as legal a mafia has been inducted in the affairs of the Farm Service Centre and not it is very difficult to expel them without a hectic and long effort

Inspite of the fact that centre has a very valuable piece of land alongwith commercial market and at a very important place, the financial position of the centre is very weak and it can even not afford the monthly regularly expenditure to run the normal affairs of the centre. By taking huge amount by deposit and rent in advance alongwith refundable security a huge amount is outstanding against the centre. The remaining receivable rent from the shops is not enough for the smooth running of the affairs of the Farm Service Centre.

During the audit period a huge amount is shown as expenditure but a number of discrepancies have been observed which are listed below and it reveals that management has been paying different kind of amounts very un care fully and there was no check what so ever on any expenditure. Approval of these expenditure and other affairs I was usually taking in the general meeting in a mechanical way. Only one line has been written for the approval of these expenditure as detail below:-

"Approval is given for the all expenditures"

DETAIL REGARDING MAINTENANCE OF ACCOUNTS AND DISCREPANCIES IN THE RECEIPT AND PAYMENTS

During the audit period book of accounts have been maintained by the deputed staff of Cooperative Department. The maintenance of accounts was not according to Cooperative Societies Act & Rules and the following discrepancies have been observed as per detail below:-

YEAR 2007-08

- Payment Voucher No.1 Rs.5000/-paid for advertisement of auction by A.R Manserha without any justification and approval.
- P.V. No. 92 Rs.36480/- spent on development works .No work plan and no vouchers available
- P.V No.98 Rs. 20000/- loan advanced to Mubarak Shah Member of Managing Committee but no receipt available in the record in this regard.
- P.V. No.101 Rs. 6000/- TA paid to 12 Directors but signature on receipt available regarding 11 directors. Entry to this effect was made in cash book for the amount of Rs.5000/-.
- P.V No.102 Rs.2500/- spent on refreshment but no receipt available in the record needs justification.
- P.V No.106 Rs.40305/- paid to Nasim Director for construction work without any work plan, approval from competent authority etc.
- P.V.107. Rs.5500/- TA paid to 12 Directors but signature on receipt available

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for only 11 directors .Entry to this effect was made in cash book for the amount of Rs.5000/-.

P.V No.118, 119,120 Rs.5495/- spent on construction work which needs approved plan from the competent authority.

P.V.135 Rs.5000/- paid to Directors on account of TA but no receipt/acknowledgement available in record

P.V No.140 Rs.1985 spent on photo copies. Need justifications.

P.V 142 Rs.830 on a/c of refreshment no receipt is available in the record.

P.V:144 Rs.1000/- paid as advertisement charges no receipt available in record.

YEAR 2008-09

Payment Voucher No.4 Rs.1231/- Difference in date of receipt and date of entry in Cash Book without any justification

P.V. No., 10 Rs.291260/- spent on construction work No work plan and no vouchers available in record. Need to be justified.

P.V No.20 Rs. 15000/- paid to Sher Muhammad Advocate for court fee without any detail of case and approval. Which should be clarified.

P.V No.21 Rs. 1183/-paid on a/c of miscellaneous purchase but no receipt is available

P.V NO.28 Rs.10800/- spent on shifting of office of A.R which has no concern with the centre and needs justifications.

P.V No.29 &30 Rs.1900/- spent on the directions of the A.R for the reasons not known which needs justification.

P.V.36 Rs.6000/-paid for the purchase an Almarah which is not available on the premises of the Centre

P.V.37 Rs.2500/- spent on a/c of assessment of rent of A.R. office which is not authorized to the centre

P.V No.38 Rs:8296/- spent on construction work which may be justified. No receipt of any kind is available.

P.V.45 Rs.1950/- spent on the directions of the A.R for the reasons not known needs justification.

P.V No.66 Rs.54900 spent on purchase of furniture. But no sanction from the competent authority is available in the record .Needs justification.

P.V No. ___ dated 28.11.2008 Rs.25000/- paid on a/c of court fee advocate but no receipt from advocate is available in the record.

P.V No.116, 117. Rs.18000/- paid to Afzal Khan Advocate on account of court fee but no receipt is available in the record.

P.V 119 Rs.15700/- paid to Advocate on account of court fee but no receipt is available in the record.

YEAR 2009-10

Payment Voucher No.4 Rs.5000/- paid to Khan Afzal Advocate for legal fee but no receipt is available. Need justification / approval of the competent authority.

P.V. No. 5 Rs.2330/- spent on a/c of miscellaneous expenditure needs justification and approval.

P.V No.9 Rs. 15000/- spent on the directions of the A.R for the reasons not known. Needs justifications.

Ch. No.

637710
at 12-9-08

Afzal

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- 10
- ✓ P.V No.11 Rs. 6000/- paid to A.R. Office for publication of notice of auction. Which has no concern with the affairs of Centre.
 - ✓ P.V NO.15 Rs.15000/- cash book shown Rs.15000/- but receipt entry shows Rs.10000/- pl. Justify.
 - ✓ P.V No.19 925/- spent on the miscellaneous expenditure. no receipt is available.
 - ✓ P.V.23 Rs.941/- spent on the miscellaneous expenditure no receipt is available
 - ✓ P.V.38 Rs.2000/- spent on the directions of A.R. office which is not authorized to the centre needs justifications.
 - ✓ P.V No.39 Rs.2016/- Spent on the directions of A.R. office which is not authorized to the centre needs justification.
 - ✓ P.V.40 Rs.144400/- Paid on a/c of constructions of godown wall without work plan, approval and assessment. Pl. justify.
 - ✓ P.V No.45 Rs.548085/- spent on construction of store But no sanction from the competent authority is available in the record Need to justify. and proper vouchers is not available

YEAR 2010-11

- ✓ P.V No. 02 Rs.3500/- paid on a/c of salary of Naib Qasid but no acknowledgement available in record.
- ✓ P.V.03.Rs.140246/- paid to Ayaz Khan on a/c of constructions of store. No approval of competent authority is available nor is receipt available.
- ✓ P.V 05 Rs.3500 paid on a/c of salary of Naib Qasid but no acknowledgement available in the record.
- ✓ P.V 07 Rs.3000/- paid to Abid Peon but no appointment letter nor approval of competent authority is available in record pl. justify.
- ✓ P.V 12 Rs.5000/- spent on the directions of A.R. for shifting of his office which has no concern with the affairs of the Centre.
- ✓ P.V.18 Rs.75000/- paid to Mr. Asad Hussain on a/c of deposit but no receipt is available in record.
- ✓ P.V.24 Rs.11267/- electric bill deposited in bank but actually amount of Bill is Rs.9583/- clarification required.
- ✓ In the month of January 2011 in the cash book so many entries were removed by using white fluid which is not acceptable.
- ✓ P.V.37 Rs.3500/- paid to Abid peon on ac/ of salary but no receipt of peon is available.
- ✓ P.V.40 Rs.4000/- on a/c of payment of fair charges but no receipt of taxi driver is available.
- ✓ P.V 42 Rs.17000/- paid to Sher Afzal Advocate on a/c of legal fee but no receipt is available
- ✓ P.V 43 Rs.11620/- paid on a/c of payment of refreshment charges in connection with general body meeting expenses but no receipt is available.
- ✓ P.V.44 Rs.8000/- paid to Manager of the Centre on a/c of honorarium pl. justify. & get approval.
- ✓ P.V.No. dated 5.3.2011. Rs.15000/- paid to Mr. Sadiq on a/c of deposit but no receipt is available.
- ✓ P.V.49.Rs.3500/- paid to Abid N/Q on a/c of salary. Thumb impression is different.
- ✓ P/V .66 Rs.2871/- spent on a/c of miscellaneous expenditure no receipt is available pl. justify

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YEAR 2011-12

- P.V 2 Rs.3500/- paid to Abid on a/c of salary but no receipt is available.
- P.V 5. Rs.13000/- paid to Mr. Ayaz Khan on a/c of deposit but no receipt is available.
- P.V 8 Rs.20000/- Paid to Sher Muhammad Advocate on a/c of legal fee, no receipt and plaint of the case is available on the record. Pl. justify.
- P.V 35 Rs.15000/- shown in the cash book for payment of legal fee to Clerk of Mr. Sher Muhammad Advocate but receipt shown Rs.5000/- pl. justify.
- P.V.41 Rs.4000/- salary of Tariq N/Q, but no receipt nor approval of appointment by competent authority is available
- P.V.42. Rs.10000/- on a/c of legal fee paid to Sher Muhammad Advocate but no receipt is available.
- P.V.47 & 48 Rs.28350/-+Rs.1315/- spent on a/c of refreshment charges for general meeting without any justification.
- P.V.53 Rs.15000/- Spent on a/c of construction charges without any approval, justification and work plan.
- P.V.58 Rs.100000/ Spent on a/c of construction charges without any approval
- P.V 60 Rs.120000/ Spent on a/c of construction charges without any approval
- P.V 61 Rs.20000/ Spent on a/c of construction charges without any approval
- P.V.62 Rs.20000/ Spent on a/c of construction charges without any approval
- P.V 64 Rs.7000/ Spent on a/c of construction charges without any approval
- P.V. 67 Rs.4000/- salary of Arshad N/Q, but no receipt nor approval of appointment by the competent authority is available. The official was appointed w.e.f. 4.4.2012 but salary paid for the whole month.
- P.V.73 Rs.5,00,000/- Paid to Mr. Pervez Khan Contractor for construction .but no approval no work plan and nor receipt is available pl. justify
- P.V.83 Rs.20000/- Paid to Mr. Pervez Khan Contractor for construction .but no approval no work plan and nor receipt is available pl. justify.
- P.V.86 Rs.4000/-salary of Safeer Ahmed N/Q, but no receipt nor approval of appointment by competent authority is available.
- P.V No.87 Rs.35000/- paid to Kafeel Ahmed Advocate on a/c of legal fee of criminal case .Pl. justify.
- P.V dated 26.06.2012 Rs.12000 /- paid to Sher Muhammad Advocate on a/c of legal fee no receipt is available nor approval justify
- P.V. 89 Rs.1195150/- spent on a/c of constructions work without any approval and work plan. No receipt is available in the record.

Dated 17 June, 2013

Alfred
[Signature]

[Signature]
Syed Akif Kazmi

Assistant Registrar/District Officer
Cooperative Societies
Abbottabad.
(AUDITOR)

No. 358 dated 16.9.2013

26

To,

The Registrar
Cooperative Societies
KPK, Peshawar.

Subject: COMPLIANCE OF AUDIT REPORT FOR THE YEAR 2007-2012 OF
HCFSC MANSEHRA.

This is in response to your Memo No.181.....dated 3.9.2013
please find annexed the compliance report / reply of audit of the Hazara
Cooperative Farm Services Centre Limited Mansehra for the year 2007-2012 for
further necessary action and record.

Manager

Hazara Cooperative Farm Service
Centre Limited Mansehra

MANAGER
Hazara Cooperative Farm
Service Centre Mansehra

Akmal

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1409
17/9/2013

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17/9/13

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Annexure
F

AUDIT REPORT COMPLIANCE

For the Years 2007 -08 to 2011-12 of

The Hazara Cooperative Farm Services Centre Mansehra (HCFSC Mansehra)

1	Date of Registration	30-06-1972 at S No 127
2	No: member at registration	Not 17 but 24 Societies
3	No: of Present members	82 societies.
4	Area owned / managed by Society	20K-13M
5	Date of previous audit	11-18 July ,2007
6	Period of previous audit	1-7-2003 to 30-6-2007
7	Date of present audit	10-18- Feb 2013.
8	Period of present audit	1-7-2007 to 30-6-2012

General objectives of the society:

I, ii, iii, iv are correct but there are numerous other objectives of the HCFSC MSR other than Agro based objectives as per By laws .The Auditor has not gone through the amendments made under the section K of By laws passed unanimously by the MC/ BOD and approved by AR coop: societies Mansehra.

- 1) The signature of all the primary societies are present in the register of members while due to prolong absence of the following member societies has been cancelled 1) Kotkay coop: credit society 2) Dara coop: credit society 3) Lial coop: society the signatures of aforementioned society are missing due to absence.

2) Managing Committee:

The Auditor (Akif Kazmi AR Atd) has visited the premises in connection with an enquiry before the audit under references and raised the objection that the members of MC have been designated themselves as the Directors. It is narrated that the MC members have been designated as Director under section 17 of Coop: Act and during the period of the inception of HCFSC Mansehra, the record shows the use of word director for MC member (the photocopy of the page of work plan

✓
Akif Kazmi
11/12/13

registered dt: 11-5-73 is annexed). The MC /BOD was dissolved on the 14-2-2013 and caretakers/administrators were appointed for an interim period and MC /BOD was elected in general body meeting on 11-5-2013. The present audit report was submitted on 17-6-2013 and Auditor has not given weight to the newly elected MC/BOD on 11-5-2013.

03) a) No comments, because the presence or absence of the officials under reference is the mandate of Assistant Register coop: societies Mansehra

b) The emoluments listed are being paid to the Manager/ Assistant Manager peon and chowkidar as per approved of the MC/BOD under prevailing circumstances. However the sub inspectors engaged in HCFSC Mansehra are performing their duties on need basis. If the officials are getting a sum of Rs 50000/- from public exchequer, then services may be utilized according to their job description as specified in service rules.

04) As per audit note the income of the societies is based on the rents of the shops owned by HCFSC Mansehra which is correct. This all is because of Defunct status of Frontier pro: cooperative bank because and cooperative societies but the MCs tried best to raise the income through available means by amending By Laws with Addition of section (k) . It is added that during the defunct period, the MC/BOD of HCFSC MSR remained busy in saving and defending the premises from occupation and interference of ex-owners of land and Govt. Department.

05) The Furniture and fixtures purchased by the MC/ BOD, are available in the offices and stores in serviceable and unserviceable condition. In this regard the Auditor concerned has not bothered to verify the stores/ record.

06: As per audit report, 82 member societies are in function but the representation in General body meeting is fake. It is annotated that the member societies use to pass resolution for nomination of their representatives and the nominated representative of A.R Coop: Societies Mansehra verifies all proceedings and approves/ Signs the concerned register. It is pointed out by the Auditor that some societies are defaulters so this may be kept intact that the defaulting societies are allowed to attend the G.B meeting but is not authorized to contest the election for any post. The auditor has rejected all the events / activities approved by the MC/BOD of HCFSC Mansehra during audit period by declaring the representation of societies as illegal then what measures were taken by the concerned AR after receiving the proceedings of G.B meetings. It is added that the word Director creates a tension for Auditor but the things have been explained in para 02. The coop: Bank is expected to function in near future and agro-based activities will be started henceforth.

07: As per audit note, the land, for the purpose was acquired by the Govt. the cost of land was paid by the society and Govt. has not paid the cost but a grant was issued to facilitate the society members. The Auditors is just opposing the owner societies due to ill wishing attitude because of one reason or other. The para under reference is based on baseless arguments. The fact is that the shops have been rented out and the practice remained continued during the Agriculture less tenure of the auditor (Mr. Atif Kazmi) for more than ten years. During the tenure of the auditor under reference the whole premises was in possession of the occupants and MC use to operate its activities in a private shop of one Mr. Khawaidad Khan. An impartial inquiry in this regard can also be initiated. After taking over the charge the elected MCs/ BOD get the occupied property released. It is fact that the piece of land worth 6.47 Marlas is being used by neighboring earthquake population on humanitarian basis as per approval of MC/BOS and application of the population. The land under above referred path is not 8.5 Marlas and is

for use for proposed construction of Guest house and market in future as proposed by the then registrar coop: Society KPK. In audit note in has been presumed that an amount of Rs 600000/- to be gulped down. The passage is of use for proposed construction of guest house and market which were opined by the registrar coop: KPK. The rights regarding the blame of Auditor for obtaining Rs. 600000/- by any member etc are reserved for perusal in future.

08: Construction and repairing work has been done as per approval and passed resolution of MC/BOD and the things carried on by the committees. Once a deposit received from any source, it becomes the income or resource of the HCFSC Mansehra and its further disbursement and expenditure is counted in favour of the society. So many tenants of shops are reluctant to get the agreements renewed and the pressure is being exerted by the MC/BOD repeatedly.

09: It is pointed out in audit note of 2007-2012 that the shops are allotted to the tenants who are not members of the societies. In this regard the MC/BOD is making all efforts to get the shops vacated. But the action taken in this regard is being opposed by the Coop: Deptt: Mansehra and cases are made complicated.

In this regard, three cases were picked as precedents.

1. Asad Hussain is running his business in an earthquake hit miserable building. The noted tenant used to pay Rs. 70000/- since 2007 but after election in the year under reference, the rent has been escalated to Rs 150000/- PA. The negotiations regarding further enhancement of rent is in progress. The Registrar Coop: KPK, during visit to centre, declared the building as in miserable condition. Mr. Asad Hussain is member of a society but never elected as member of MC/BOD. The member under reference has been very loyal to the centre and his financial support added a lot in construction and uplift

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Ally


of the HCFSC MSR. In this regard, the proceeding of 30-06-2009 are a ready reference.

2. Raza Muhammad is operating his business in three shops. The noted shops were obtained by him, when he was just member of a society and after a long period, his society nominated him as member MC/BOD. First and second agreement of tenancy was made by the reps: nominated from the AR Coop: and Administrative respectively. The second agreement was approved by elected MC/BOD. It is regretted to note that inspite of several reminders the concerned Deptt: has not made assessment yet. The question of obtaining security does not arise because the tenant has already spent a huge amount in constructing the shops. The assessment/ valuation is still awaited from C&W Department.
3. The agreement of 1 ½ Kanal land was made with M Nisar and M. Qasim. The tenants have constructed 10 Shops and MC/BOD is of the opinion to immediately contact the C&W Department for valuation of the market and the new agreement regarding rent will be made with tenants. Rs. 50000/- PM was the rent fixed for land. The constructed shops have not been rented out to any body which can be exhibited. The presumed figure of Rs. 70000/- is self made by the Auditor.
4. Prior to the year 2001, the centre under reference was in complete custody of Police, gamblers and prostituting families and the centre was run in a private shop by the then Manager/ Administrator. After 2001, Raja Zahid and Ghulam Sarwer sub inspectors were entrusted the HCFSC Mansehra duties in addition. MC/BOD was elected in G.B meeting and the premises was got vacated by MC/ BOD. The shops were Constructed and income started. Prior to this, all the expenses/ honoraria was met from the servings in bank. It is added that due to non availability of funds SRSCC and other agro-related organizations

Alfred
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were reluctant to credit the agro inputs and hence the Agricultural development related activities could not be carried out. However, this credit is worth appreciation that the precious property of HCFSC Mansehra was got served / defended form the interference of others. It is further added that with the activation of coop: Bank, the agro-based activities will be incepted henceforth. The serving in coop: Bank is still in tact to carry on the activities. It is regretted to name an elected committee as selected committee on the part of Auditor because the precious property and assets are in safe hands of the elected MCs/ BOD.

5. In the audit note, it has repeatedly noted that the deposits have received from societies which is not valid statement. The deposit have been obtained from the persons. The members of MC/BOD whenever granted deposit were adversely victimized.
6. It is interesting to note that the Auditor is of the opinion about 2 sub inspectors Manager, Assistant Manager one inspectors circle one sub inspector circle and AR Coop were present in the centre during the audit period under reference and the in al practices were in progress. The statement is also lately false because every body has performed to his level best and the result is that the centre is in progress the alligator of so called corrupter on auditors part is unfair.
7. The para pertains to the office of AR coop: Mansehra for compliance.
8. Reserve fund of the society is available.

Accepted


Repeat US 22-A Coop: Societies Act 1925

1. (i) As per authentic record of Revenue Deptt: Mansehra, physically verified by the concerned officials, The land in possession of HCFSC Mansehra is 20 k-13 Marlas. The Auditor's measurement criteria is not known to this office.
(ii) No any piece of land has been transferred to any body however a road measuring (8x/220ft) which is 6.47 Marlas is in used of the HCFSC Mansehra. Nearby passers are using the path on humanitarian basis however it is regretted to note that the Auditor has pointed out the transaction of huge amount at his own of which the detail has been mentioned /defined in para No.8.

2. Para 10.

3. **Rent/lease Agreements**

The agreement made with the tenants are time bound and the MC/BOD tries its best to renew the agreement but it is fact that the occupants are engaged in ring formation which requires a break. However legal process in this regard is lengthy but is in progress.

4. The refundable security is being properly utilized to expand the market on main road which has become a precious asset for future. The financial position of the Farm Center will improve in coming years.

5. A per financial requirements the approval of general body is a must and this is the mandate of G.B to Scrutinize the things.

Alabd
[Signature]

34

**Detail regarding maintenance of account and discrepancies
in receipt and payment.**

(Year wise Factual Position)

Years 2007-08

PV -I Rs.5000. the amount, in question is O/S against Coop: Bank on account of Ad in newspaper which is refundable.

PV-92 Rs.36480. Construction of shop rented to Dr. Nazir the voucher is available an approved by MC dated 20.02.2008.

PV 98 Rs. 20,000/- the voucher is available.

PV. 101 Rs.6000/- paid to 12 Directors receipt and C. Book entry available.

PV 106 Rs. 40305 vouchers available and approved by MC on 20.02.2008.

PV 107 an amount of Rs.5500/- has not paid TA to 12 Directors.

PV Nos. 118, 119, 120. Rs. 5494 approved by MC/VP.

PV 135 Rs. 5000/- TA to Director/receipt available dated 02.05.2008 approved by MC dated 16.12.2007.

PV No. 140 Rs. 1985 Photostats of the record/coop: Act Book dated 06.05.2008.

PV. No. 142 Rs. 830. Meeting of MC dated 14.05.2008.

PV 144 Rs. 1000/- paid on account of Ad: receipt available.

Attested
[Signature]

35

YEAR 2008-09

PV. No. 4 Rs. 1231 but it is Rs.231/- and date in C. book is 15.08.2007 and in PV, date is corrected.

PV No. 10 Rs. 291260. The amount in question was spent in the light of the orders of the then administrator HCFSC Mansehra by Mr. Khalid Iqbal Contractor. The voucher later on, was approved by the elected presidential of HCFSC Mansehra. As per request of the contractor the amount of Rs. 290000/- was paid back and transactions have been recorded in C. Book dated 25.07.2008.

PV No.20 Rs. 15000/- the ex owner of the land Tughral Khan son of Badi-uz-Zaman lodged a civil suit against HCFSC Mansehra for getting back the land acquired by HCFSC Mansehra and amount of Rs. 5500/- was paid to Mr. Sher Muhammad Advocate vide Ch. No. 837710 dated 12.09.2008 as first installment to defend the case. The amount is Rs.5000 and not Rs. 15000/-.

PV. No.21 Rs. 1183/- The receipt is available

PV. No.28 Rs. 10800. Due to non availability of funds with AR Mansehra, the amount referred above was paid by the centre and is still outstanding against the office of AR Mansehra.

PV 29, 30 Rs. 1900/- the amount was spent for preparation of sign boards for AR office and Rs.1900 is still outstanding of office of AR Mansehra.

PV 36 Rs. 6000/- the Almarah purchased is available in the centre.

PV37 Rs.2500/- the amount was paid to AR Mansehra on loan.

PV 38 Rs. 8296 on vacation and shifting of office of AR coops: Mansehra from HCFSC Mansehra Premises, Major repair work was carried out against an amount of Rs. 8296. The receipts are available and approved by MC.

PV 45 Rs.1950 4 No is office designated wooden boards were installed as per directions of AR Mansehra.

~~ALSO~~
R/S

36

No. 66 Rs.54908. The expenditures was incurred after approval of the MC Unanimously.

PV nil dated 28.11.2008 Rs. 25000/- the receipt is available in the record.

PV 116, 117, Rs. 18000/- the receipts are available

PV 119 Rs. 15700, Receipt is available in the record.

Years 2009-10

PV.4 Rs.5000/- The payment approved by the MC and receipt available.

PV 5 Rs.2330 approved by MC on account of court expenses.

PV.9 Rs. 15000/- AR office is repeatedly habitual of obtaining loan from HCFSC Mansehra and in return this centre is facing audit notes. As per record an amount of Rs.165673 is outstanding against AR office and Coop: Department employees. The justification may please be ascertained at your own. The amount referred above worth Rs.15000/- is disbursed to AR Mansehra as loan.

PV 11 Rs.6000/- the amount is Rs.3000/- instead of Rs.6000/-. HCFSC Mansehra is proven corporation and is facilitating the AR Coop: Department Mansehra office regarding their routine affairs. The amount under reference was paid to AR Office on account of Ad in newspapers regarding auction of defaulter's property. The amount is still outstanding against AR Office.

PV 15 Rs.15000/- the amount in questions is Rs.20000/- which has been handed over on account of deposit returned to Mr. Faisal Aziz son of Aziz of Labarkot dated 02.08.2009.

PV 19 Rs.925/- the receipt is available

PV 23 Rs.941/- the receipt is available

Marked
[Signature]

37

PV 38 Rs.2000/- loan against AR office regarding Ad: in Newspaper

PV 39 Rs.2016 loan against AR office.

PV 40 Rs.144400/- the construction work was justified and approved by the MC because a portion of wall was collapsed during earthquake.

PV 45 Rs.548085/- the amount is Rs.48085 and not Rs.548085 which was incurred in building repair work and approved by Management Committee and Construction Committee.

YEARS 2010-11

PV 2 Rs.3500/- The acknowledgement receipt of Naib Qasid available.

PV 3 Rs.140246. The receipt is available. The construction work was approved by the MC/BOD of HCFSC Mansehra.

PV 5 Rs.3500/- salary of Naib Qasid paid receipt available in record.

PV 7 Rs. 3000/- salary paid to Abid Ali is Rs.3500/- MC has approved the appointment.

PV 12 Rs 5000/- Loan to AR office for office shifting. Reason already mentioned .

PV 18 Rs. 75000/- Paid back to Asad Hussain vide ch: No. 45711559 dt: 3/11/2010 on A/C of deposit/ Amanat.

PV 24 Rs 11267/- The amount deposited is Rs 11267/- as per bill of 12/2010. Which is correct. The cash book has been maintained properly.

PV 37 Rs 3500/- Paid to Abid peon Receipt available

PV 40 Rs 4000/- Receipt is available.

PV 42 Rs 17000/- Paid to Sher M.Tanoli Advocate receipt available

PV 43 Rs 11620/- Receipt is available

Attended
S. K.

38

PV 44 Rs. 8000/- Paid honoraria to Manager which was approved by general body dt: 11-2-2011.

PV dt: 5-3-2011 Rs. 15000/-. The amount is Rs. 2000/- instead of Rs 15000/ Receipt available.

PV 49 Rs 3500/- Paid to Abid Peon through Ashraf Khan Director HCFSC Mansehra and receipt available.

PV 66 Rs 2871/ Receipt available.

The amount was incurred in repair of bath rooms etc.

Year 2011-12

PV 2 Rs.3500/- paid to Abid peon and receipt available.

PV 5 Rs.13000/- paid to Ayaz Khan and receipt is available.

PV 8 Rs. 20000/- paid to Sher Muhammad Tanoli Advocate receipt available. Azmat Shakeel versus HCFSC Mansehra.

PV 35 Rs. 15000/- the amount has been paid to Sher Muhammad Tanoli Advocated on 17.12.2011 which is Rs.15000/- and not Rs.5000/-

PV 41 Rs.4000/- paid to Safer Naib Qasid the MC has approved the appointment.

PV 42, PV dated 26.06.2012 Rs.3000/- and total Rs.25000/- paid to Sher Muhammad Tanoli Advocate as per approval of MC, HCFSC Mansehra the amount is depicted in PV 88.

PV 47, 48. Rs. 29665/- spent on lunch of 64 society members which is justified keeping in view the market rates of tent service and catering etc.

PV 53 Rs.15000/- the correct amount is Rs.150,000/- instead of Rs.15000/-. The construction of Market was approved by the BOD on 25.02.2012 and committee was constituted. The construction was unanimously approved.

PV 58, 60, 61, 62, 64. Rs. 267000/- receipt available and justified.

Attested
[Signature]

39

PV 73 Rs.50,000/- amount paid to contractor as per approval of MC, HFCSC Mansehra dated 26.04.2012.

PV 83 Rs.20,000/- Rs spent on construction as per approval of MC HCFSC Mansehra. Receipt is available.

PV 86 Rs. 4000/- Naib Qasid salary paid as per approval of MC.

PV 87 Rs.35000/- paid to Kafeel Ahmad Advocate on account of legal fee of criminal case lodged against. Anti corruption Department KPK. The decision was taken in MC meeting dated 15.10.2012.

PV 89 Rs.1195150. The construction work has been approved by the MC and concerned construction committee of which all the receipts are available in the record.

It is added that the proper maintenance of the record is solely responsibility of Manager, Assistant Manager.

Manager




17/9/013

Hazara Cooperative Farm Service

Centre Limited Mansehra

G/F Co. W

Attested


BETTER COPY

**OFFICE OF
THE REGISTRAR COOPERATIVE SOCIETIES
KHYBER PAKHTUNKHWA
P E S H A W A R**

ORDER.

As audit report into the accounts/affairs of the Hazara Cooperative Farm Service Center Mansehra, reveals that it's Board of Directors, in collusion with Mr. Raja Zahid and Ghulam Sarwar Sub-Inspectors Cooperative Societies/ Managers, committed the following gross irregularities i.e.

- a) They rented out almost all shops of the Center to general shopkeepers/non members, who had no concern with the objective of the Center.
- b) As per record, they gave a piece of Center's land measuring 8.5 Marlas to the inhabitants of the nearby area, on humanitarian basis. But actually they received handsome amount of Rs. 600,000/- as its cost and misappropriated it.
- c) They caused huge financial losses to the Center, while making agreements with different tenants.
- d) They inducted some influential persons in the Center, those having no concern with the affairs of the Center.
- e) No due attention was paid toward proper maintenance of the Center's record and the Auditor has reported various discrepancies in this respect.
- f) No compliance of the previous audit notes made as yet.
- g) During the period from 2007-2012, huge amount over Rs. 3 million were spent on construction/repair work, without approved plan, proper assessment and sanction of the Registrar Cooperative Societies Khyber Pakhtunkhwa, Peshawar.
- h) An enquiry is being conducted into the irregularities pointed out by the Auditor in his above referred audit report.

Keeping in view the above irregularities and misappropriation, the following posting/transfers of the above Sub-Inspectors of this Department are hereby ordered in public interest with immediate effect.

Attested
[Signature]

S#	Name	From	To
1	Raja Zahid	Sub-Inspector with Assistant Registrar, Co-Operative Societies, Mansehra	Transferred and posted as Sub-Inspector, Co-Operative Societies, Chitral against the vacant post
2	Mr. Ghulam Sarwar	Sub-Inspector with Assistant Registrar, Co-Operative Societies, Mansehra	Transferred and posted as Sub-Inspector, Co-Operative Societies, Chitral against vacant post.

N O TA/DA ALLOWED


Sd/--
REGISTRAR
COOPERATIVE SOCIETIES
KHYBER PAKHTUNKHWA
PESHWAR

No. 3037-44/RCS/E-5/E-5(B) Dated Mansehra 16.09.2013

Copies are forwarded to: -

- 1) **The District Accounts Officer, Mansehra and Chitral for information.**
- 2) **The Assistant Registrar, Cooperative Societies, Mansehra & Chitral for information and n/action.**
- 3) **The officials concerned for information.**
- 4) **Personal files of the official concerned.**

Sd/--
REGISTRAR
COOPERATIVE SOCIETIES
KHYBER PAKHTUNKHWA
PESHWAR

Attested


40

OFFICE OF
THE REGISTRAR, COOPERATIVE SOCIETIES
KHYBER PAKHTUNKHWA
PESHAWAR

Annexure
"B"

ORDER.

An audit report into the accounts/affairs of the Hazara Cooperative Farm Services Center **Mansehra**, reveals that its Board of Directors, in collusion with Mr. Raja **Zahid** and Ghulam Sarwar Sub-Inspectors Cooperative Societies/Managers, committed the following gross irregularities i.e.

- a) They rented out almost all shops of the Center to general shopkeepers/non members, who had no concern with the objectives of the Center.
- b) As per record, they gave a piece of Center's land measuring 8.5 Marlas, to the inhabitants of the nearby area, on humanitarian basis. But actually they received handsome amount of Rs.600000/- as its cost & misappropriated it.
- c) They caused huge financial losses to the Center, while making agreements, with different tenants
- d) They inducted some influential persons in the Center, those having no concern with the affairs of the Center.
- e) No due attention was paid toward proper maintenance of the Center's record & the Auditor has reported various discrepancies in this respect.
- f) No compliance of the previous audit notes made as yet.
- g) During the period from 2007-2012, huge amount over Rs.03 million were spent on construction/repair work, without approved plan, proper assessment & sanction of the Registrar Cooperative Societies Khyber Pakhtunkhwa, Peshawar.
- h) An enquiry is being conducted into the irregularities pointed out by the Auditor in his above referred audit report.

Keeping in view the above irregularities and mis-appropriation, the following posting/ transfers of the above Sub-Inspectors of this Department are hereby ordered in public interest with immediate effect.

Contd. Next Page-2.

Attested
[Signature]

S.#	Name	From	
1-	Raja Zahid,	Sub-Inspector with Assistant Registrar, Cooperative Societies, Manshra.	Transferred and posted as Sub-Inspector, Cooperative Societies, Chitral against the vacant post.
2-	Mr. Ghulam Sarwar.	Sub-Inspector with Assistant Registrar, Cooperative Societies, Manshra.	Transferred and posted as Sub-Inspector, Cooperative Societies, Chitral against the vacant post.

NO TA/DA ALLOWED.

REGISTRAR
COOPERATIVE SOCIETIES
KHYBER PAKHTUNKHWA
PESHAWAR.

No ⁴⁴3037-/RCS/E-5(B) dated Peshawar 16 9 /2015

Copies are forwarded to: -

- 1- The District Accounts Officer, Manshra and Chitral for information.
- ✓ 2- The Assistant Registrar, Cooperative Societies, Manshra and Chitral for information and n/action.
- 3- The Officials concerned for information.
- 4- Personal files of officials concerned

REGISTRAR
COOPERATIVE SOCIETIES
KHYBER PAKHTUNKHWA
PESHAWAR.

Attested
[Signature]

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OFFICE OF THE ASSISTANT REGISTRAR COOPERATIVE SOCIETIES
MANSEHRA.

Order.

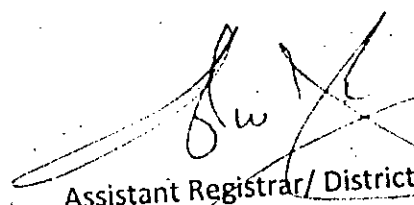
In pursuance of the Registrar Cooperative Societies KP Peshawar order No 3037/RCS/E-5(B) dated 16.9.2013 the following officials of this office are hereby relieved from this office with immediate effect to join their duties at their new assignments.


1. Raja Zahid Sub Inspector.
2. Ghulam Sarwar Sub Inspector.

Assistant Registrar/ District Officer,
Cooperative Societies,
Mansehra.

No. 220-26 / PFSI Dated Mansehra the 24 September, 2013.

1. The Registrar Cooperative Societies KP Peshawar for information please
2. The officials concerned for compliance.
3. The District Accounts Officer Mansehra and Chitral for information
4. The Assistant Registrar Cooperative Societies Chitral for information.


Assistant Registrar/ District Officer,
Cooperative Societies,
Mansehra.

Attested


① 43

ATTENTIVE
"H"

To,

The Secretary,
Agriculture, Livestock & Cooperative Department,
Khyber Pakhtunkhwa, Peshawar.

Dear Sir,

APPEAL AGAINST TRANSFER ORDER

With due regards, it is humbly submitted:

1. That, the Registrar, Co-Operative Societies K.P.K. Peshawar, vide his order No.3037-44/RCS/E-5(B) dated: 16.09.2013, has issued the posting order of applicant, briefly stating therein the basis/reasons, which inter-alia contain the allegations of embezzlement, misappropriation in the affairs and funds of Hazara Co-Operative Farm Service Centre, Limited, Mansehra. (Copy of order is attached).

2. That, the order passed by his lordship suffers from the following irregularities:-

(a) The Registrar has not obtained the necessary sanction from your lordship as per law nor he has sent copy thereof to your lordship which shows malafide, illwill, biased and grudge cultivated in his heart.

(b) The applicant was permitted by Department to work with the society on emolument in addition to Departmental duties, hence any charge against servant/official of the society should be dealt in accordance with the Cooperative Societies Act, Rules and Bylaws of society, which does not have

PA. Agha Saqib (Sd/)

Se
Haque
Community
Ingram
Muzammar
Co-operative
with a copy
23-09-2013

Attended
P. H.

any nexus with the applicant's conduct as Government servant. (Copy of bylaws is attaché).

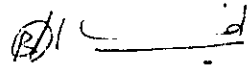
- (c) The para "h" of the letter reveals conduct of inquiry into the irregularities, wherein the presence of the applicants is sine-qua-non to afford right of hearing to the accused.
- (d) That, the registrar, while passing the impugned orders, has not only bypassed the mandatory provisions of law, but his order is also in violation of the fundamental rights of the applicant by amalgamating the two capacities of the applicant i.e. Government servant and Society servant.
- (e) That, the registrar, while passing the impugned orders, has overthrown and overlooked the situation by taking reliance on the audit-report, which is premature in nature, which could attain finality after several other process envisaged by law. (Audit report and reply/compliance report by applicant are attached).
- (f) Even, after having attained finality, the remedies and punishments are there in the law, but it is nowhere provided to throw an accused to such a far distant and isolated location, wherefrom he could not join inquiry for 9 months in a year.
- (g) That, there is no concept of punishment before conviction and again on the charge which does not pertain to code of conduct of the service of applicant in his official capacity.

Attested
[Signature]

- (h) It is pertinent to mention here that the charge per-se, according to audit report, can not be leveled against a society servant as a manager, who cannot remove a penny even, without the consent and approval of the managing committee, and the liability and role of the applicant needs further probe according to law affording sufficient opportunity of defence and hearing by laws No.30 of the society (HCFSC) may kindly be perused.
- (i) That, the other grounds will be urged at the time of hearing.
- (j) That, the applicant solicit to be heard in person and through solicitor before disposal of this appeal.

In the light of above submissions, it is humbly submitted that on acceptance of instant appeal the order of the registrar bearing No.3037-44/RCS/E-5(B) dated: 16.09.2013, being nullity, biased one and irregular in the eyes of law, merits cancellation may please be cancelled immediately.

Dated:20.09.2103



Raja Zahid
Sub-Inspector
Cooperative Department
Deployed at A.R. Office
Cooperative Department,
Mansehra.

Attested


46

To.

The Secretary,
Agriculture, Livestock and Cooperative Department,
Khyber Pakhtunkhwa, Peshawar.

Dear Sir,

APPEAL AGAINST TRANSFER ORDER

**APPLICATION FOR SUSPENSION OF IMPUGNED
ORDER DATED: 16.09.2013 TILL THE FINAL
DISPOSAL OF MAIN APPEAL.**

Respectfully Sheweth!

1. That, the applicant/appellant has filed the accompanying appeal before this competent authority/Provincial Government, the contents of this application for interim relief may graciously be treated as an integral part of the main appeal.
2. That, the applicant/appellant has brought a good prima facie case in his favour and is optimistic about the success of the main appeal.
3. That, balance of convenience also lies in favour of applicant/appellant.
4. That, in case, the impugned transfer order is not suspended the entire concept of good governance and rule of law will come to end and in this regard the applicant/appellant would suffer irreparable

Attested
[Signature]


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It is, therefore, most humbly prayed that the operation of the impugned transfer order dated: 16.09.2013 passed by Registrar Cooperative Society, Peshawar, may graciously be suspended till the final disposal of the instant appeal in the best interest of justice and rule of law.

Dated: 20.09.2013



Raja Zahid
Sub-Inspector
Cooperative Department
Deployed at A.R. Office
Cooperative Department,
Manshra.

Attested


بخدمت جناب وقابل احترام سیکٹری صاحب زراعت لائیو سٹاک کوآپریٹو خیمبر پختون خواہ پشاور
جناب عالی!

عنوان! طلبی انصاف امنسوخی ٹرانسفر آرڈر نمبر 44-3037 مورخہ 16.09.2013

م گزارش ہے کہ ہم نے جناب کو ٹرانسفر آرڈر کے متعلق ایک ایبل مورخہ 23-09-2013 کو دائر کی تھی مگر
اُس کے متعلق ابھی تک کوئی فیصلہ نہیں ہوا۔

جناب دلا! رجسٹرار صاحب کو آپر سوسائٹیز خیمبر پختون خواہ نے ہم پر کچھ الزامات لگا کر ہمیں مانسہرہ سے چترال
تبدیل کر دیا ہے۔ ہمیں روٹین کے مطابق ٹرانسفر کیا جاتا تو ہمیں کوئی عذر نہ تھا کیوں کہ سرکاری ملازم کی ٹرانسفر سروس
کا حصہ ہے مگر ہمارے ساتھ انتہائی زیادتی ہوئی ہے اور ساتھ ہی ہمارے ٹرانسفر آرڈر میں NO TA / DA
ALLOWED کر کے ہمارے ساتھ نا انصافی کی گئی ہے۔

جناب دلا! جو الزامات لگا کر ہمیں ٹرانسفر کیا ان کا ہمارے ساتھ کسی قسم کا کوئی تعلق نہ ہے جو جو بات ذیل خلاف
قانون اور ذاتی عناد کا شاخسانہ ہے۔

(۱) جناب عالی! سرکاری ملازم کو صرف سرکاری امور کی بابت ہی پوچھ گچھ کی جاسکتی ہے جبکہ
الزامات مذکورہ سرکاری حیثیت کی بابت نہ ہیں۔

(۲) کسی بھی الزام کو ثابت کئے بغیر سزا نہیں دی جاسکتی اور نہ ہی ٹرانسفر کسی بھی جرم کی سزا ہوتی ہے۔ صرف
آڈٹ رپورٹ کے الزامات پر کسی کے خلاف کارروائی کرنا خلاف قانون ہے حالانکہ آڈٹ کے بعد کمپلنس ہوتی ہے
اور اُس کے بعد انکواری ہوتی ہے اور انکواری کے بعد اگر الزامات ثابت ہو جائیں تو پھر ذمہ داران کے خلاف کارروائی
کی جاتی ہے۔ مگر ہمارے ساتھ انتہائی زیادتی کی گئی ہمیں صفائی کا موقع دیئے بغیر الزامات لگا کر ٹرانسفر کر دیا گیا۔ جن کا
ہمارے ساتھ کوئی تعلق نہ ہے۔

(۳) آڈٹ رپورٹ ایک سوسائٹی سے متعلق ہے جو کہ بمطابق قانون افعال انجام دیتی ہے جس میں کسی بھی
بد عنوان کا سدباب اور ذمہ داران کا تعلق و سزا کا ایک مخصوص طریقہ کار کو آپریٹو ایکٹ 1925ء و رول 1927ء اور
سوسائٹی کے By-Laws میں موجود ہے جسے بالکل نظر انداز کیا گیا ہے۔

(۴) بحیثیت ملازم/عہدیداران سوسائٹی ہر شخص کا دائر اختیار ہوتا ہے اور ایسے الزامات جن کا تعلق سرکاری ملازم
کے دائرہ اختیار ہی سے نہیں ہے اس پر سرکاری ملازم کو بغیر انکواری شوکاز نوٹس وغیرہ ٹرانسفر آرڈر جاری کرنا ناجائز اور
خلاف قانون ہے

(۵) یہ کہ ٹرانسفر آڈٹ میں سزا دہنی عناصر کی ایما پر قانون کی دھیاب
مکھرتے ہوئے بدینتی سے جاری کیا گیا ہے جس سے سائن کی سکاٹھ،
عزت بری طرح مجروح ہوئی ہے اور ساتھ ہی ذہنی کیفیت سوئی ہے
اسکے لیے ہم کوئی بھی قانونی کارروائی کرنے کا حق محض رکھتے ہیں

Attested

- (۶)۔ جناب والا محکمہ کے لیے ہماری خدمات محکمہ کے افسران سے ڈھکی چھپی نہیں ہے کوآپریٹو بینک کی کروڑوں روپے کی ریکوری کی محکمہ کی عزت کی خاطر بڑے بڑے لوگوں سے ریکوری کی۔ ساکنان کی محکمہ میں اچھی شہرت رہی ہے۔ یہ بات کچھ اس طرح ہے (اس کو چھٹی نہ ملی جس نے سبق یاد کیا)۔ ہمارے ساتھ کچھ اس طرح ہوا ہے۔
- (۷)۔ جو الزامات ہم پر لگائے گئے وہ صرف الزام کی حد تک ہیں نہ کہ کوئی جرم ثابت ہوتا ہے۔ لہذا کسی غیر جانبدار آفیسر سے انکوآری کا حکم صادر فرمایا جائے تاکہ اصل حقیقت آپ کے سامنے آئے اور جن لوگوں نے ہمیں ذہنی پریشانی اور کوفت دی ان کے خلاف انکوآری کے بعد تادیبی کارروائی کی جائے۔
- (۸)۔ ہمیں اپنے صفائی بیان کرنے کا موقع عنایت فرمایا جائے۔
- (۹)۔ لہذا جب تک انکوآری مکمل ہو کر آپ کے پاس نہیں آتی اس وقت تک ہمارے ٹرانسفر آرڈر منسوخ/معطل فرمائے جائیں۔
- (۱۰)۔ ہم اپنے خلاف لگائے گئے الزامات کو قطعی طور پر مسترد کرتے ہیں اور انصاف کی طلبی کے لیے ہم سپریم کورٹ تک جانا پڑا جائیں گے۔ ہم عدالتی اخراجات سے بچنے سے پہلے آپ سے انصاف کے طلب گار ہیں جس کے لئے ہم پر امید ہیں۔
- (۱۱)۔ رجسٹرار صاحب کوآپریٹو سوسائٹیز نے آپ جناب کو Misguide کیا ہے۔ اور ہمیں بدنام کرنے کی بھر پور کوشش میں کامیاب رہے۔
- (۱۲)۔ جناب والا! دوبارہ آپ کی خدمت میں عرض کرتے ہیں کہ مذکورہ غیر قانونی اور مبنی برنا انصافی حکم کانٹنس لیتے ہوئے انکوآری فرماتے ہوئے حقائق و قانونی حیثیت کا تعین فرمایا جا کر ساکنان کی دادرسی فرمائی جائے۔

آپ کی ایمان اور دراز عمری کیلئے دعا گو رہیں گے۔ شکریہ۔

مورخہ 22-10-2013

ساکنان

غلام سرور خان کوآپریٹو سوسائٹیز

0302-8128440

راجہ زاہد سب انسپکٹر کوآپریٹو سوسائٹیز

0311-5645176

موبائل نمبر 0311-5645176

Attest

مل میان دعویٰ انٹل مل لبرٹس ...

Case # 704/11

Institution Date: 26-09-2013

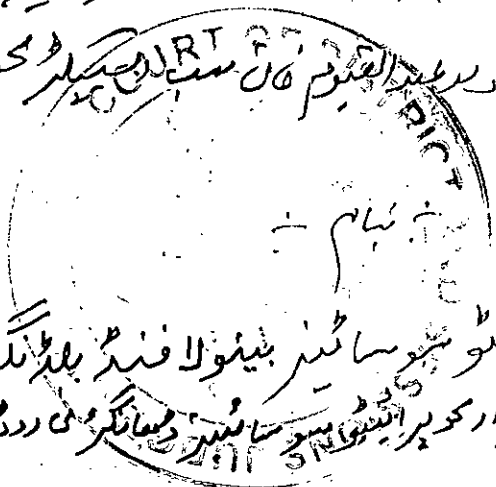
Date of Return of Plaint: 10-12-2013

Reason: Lack of Jurisdiction.

51
704/61

محمد القصاب کیسٹرس سول جج صاحب مال سیدہ
رامہ ذالیم ولد رامہ یوسف صاحبہ ایڈووکیٹ محمد امین مال سیدہ
نظام سرور بریڈنگ اسٹور 47 RT 47
محمد امین مال سیدہ

Annexure
"ج"



1
2
رسیدار کٹیر ایٹو سوسائٹیز بین الاقوامی فنڈ بلڈنگ 47th فلور KPR کیشور -
اسٹڈ رسیدار کٹیر ایٹو سوسائٹیز بین الاقوامی فنڈ بلڈنگ 47th فلور (مدعا علیہ)

26.9.13

دعویٰ التقراریہ مشعر بہین قرار داد کہ مرعا علیہ کا آرڈر نمبر 3057-44/PCS/E-5(5)

تیار ہے 16.9.2013 کے تحت مدعیان پر تقریباً 8 مختلف آرڈر
کے الزامات لگا کر مدعیان کو جسٹریٹل تبدیل کر دیا گیا مرعا علیہ کا آرڈر
بالا غلط، غلاف قانون اور غلاف ضابطہ ہے اور مدعیان پر بہینہ کا
مشافہانہ ہے جو کہ حقوق مدعیان پر کالعدم اور بہ اثر مہینے کے
قابل منسوخ ہے۔ مالیت لغو ہے کورٹ میں داخلہ کارنامہ 200/2

(ب) دعویٰ صدر ڈگری حکم امتناعی دعویٰ بر غلاف مدعا علیہ کہ وہ

رہنا حکم صدرہ 16.9.2013 پر عمل درآمد کرنے مدعیان کو
شدہ حکم منتقل ہونے چارے بننے پر مجبور کرنے، مدعیان کی تنخواہ
بند کرنے مدعیان کو مجبور حکم سے چارے چھوڑنے پر مجبور کرنا
ایسا فعل کرنے جو حقوق مدعیان سے متصادم ہے اور راجح
مالیت لغو ہے کورٹ میں داخلہ کارنامہ 200/2

ATTESTED
Signature
16-12-13

صاحب عالی امین دیکھ لیں۔

1۔ یہ کہ طرفی نمبر ① کو پیرائٹو موسائٹیز میں بطور ایکٹو کے طور پر ڈیولپمنٹ سرانجام دیا گیا ہے اور وہی نمبر ② اسے اسی میں سب ایکٹو تعینات ہے۔

2۔ یہ کہ طرفی نمبر ① کی سرویس ③⑤ سال سے زائد ہے اور وہی نمبر ② کی سرویس کو بھی ③⑤ سال سے پہلے ہے۔ دونوں سرویس درمیان کے بھی کئی غیر قانونی کام سرانجام نہیں دیا اور نہ ہی اپنی ڈیولپمنٹ سرانجام دینے سے بہت دھکی ہے۔

3۔ یہ کہ درج ذیل کی طرف سے درمیان کے خلاف اولیٰ غناہ کی بنیاد پر لٹریچر جاری کیا گیا ہے اور نہ ہی اس کے خلاف کوئی کارروائی ہوئی ہے۔
 3037-44/PCS/E-5 (B) صدرہ 16.9.2013 جسے تحت درمیان کو مختلف ④ الزامات لگا کر تبدیل کیا گیا ہے اور نہ ہی اس کے خلاف کوئی کارروائی ہوئی ہے۔

4۔ یہ کہ درج ذیل کی طرف سے جاری شدہ آرڈر لٹریچر کو بغور پڑھا جس میں ⑤ مختلف نوعیت کے الزامات کے خلاف درمیان کے آرڈر لٹریچر کی بنیاد پر لگا گئے جو کہ آرڈر لٹریچر کے بھی خلاف ہیں درمیان کو بطور سزا استعمال ہوا ہے۔

5۔ یہ کہ درج ذیل کی طرف سے جاری شدہ آرڈر لٹریچر کو جو حقائق ذیل قابل ملاحظہ

I۔ یہ کہ متروک کو یہ آرڈر لٹریچر میں جو الزامات لگائے گئے ہیں وہ آرڈر لٹریچر کی بنیاد پر لگائے گئے ہیں جبکہ آرڈر لٹریچر میں درمیان کے خلاف کئی الزامات لگائے گئے ہیں اور نہ ہی ان کے خلاف کوئی کارروائی ہوئی ہے۔ اس لیے یہ کہ بنیاد پر لٹریچر میں غلطیاں ملاحظہ ہونے لگی ہیں۔

ATTESTED
 16-12-13

II۔ یہ کہ متروک کو یہ حکم میں جن معاملات کی بابت الزامات لگائے گئے ہیں وہ معاملات درمیان کے اختیار میں ہیں نہ کہ اس کے خلاف کوئی کارروائی ہوئی ہے۔ ان معاملات کو استعمال کیا گیا، ان معاملات کو بطور سزا استعمال کیا گیا ہے۔

۱۱۔ یہ کہ مرزا علیہ جو آرڈر ریٹسٹ کو وصول ہونے کے بعد مرسیان کو کوئی show cause کوٹس جاری نہیں کیا گیا اور لکھنؤ کے عدالت نے مرسیان کو صدر اول ٹرانسفر کر دیا گیا بلکہ لکھنؤ کے مرزا علیہ کو آرڈر ریٹسٹ کے اسٹریٹ حکم متروک ہے Natural Justice کے منافی ہے اور Natural Justice کے منافی ہے۔
 نیچری اصول No person should be condemned unheard کے خلاف ہے۔

۱۲۔ یہ کہ حکم متروک مرزا علیہ کی طرف سے صحتی پر مبنی، ذاتی مناد، ذاتی پسند و ناپسند کی بنیاد پر جاری کیا گیا ہے جو کہ قابل منسوخت ہے۔

۱۳۔ یہ چند مرزا علیہ کے کیا گیا کہ وہ اپنی اس غیر قانونی صحتی پر مبنی حکم کو واپس کرے لیکن مرزا علیہ مطالبہ مرسیان سے آساری سے یہ نہیں رہا کہ کوئی ہذا آہ ضرورت لاحق ہوئی۔

26.9.13

۱۴۔ یہ کہ مرسیان نے اس غیر قانونی حکم کے خلاف ڈیپارٹمنٹل ایپل بھی دائر کی ہیں جو حکم کو صحت نہیں کیا گیا۔
 (فوری کارروائی کی ضرورت ہے)
 26.9.13

۱۵۔ یہ کہ مرزا علیہ کا حکم متروک صحتی پر مبنی اور Natural Justice کے خلاف ہے۔ یہ صحتی اور مرزا علیہ کو اختیار کا معاملہ ہے۔

۱۶۔ یہ کہ مرزا علیہ کو اختیار اور مرزا علیہ مرسیان کو اختیار کا معاملہ ہے۔
 ۱۷۔ یہ کہ مرزا علیہ اور مرزا علیہ مرسیان کو اختیار کا معاملہ ہے۔

ATTESTED
 26.9.13

اسٹریٹ حکم دہلی مرسیان میں مرسیان ڈگری فرمایا جائے۔

المعوم: ۲۶ ستمبر ۱۳۱۳ھ

رام زاہد — مرسیان

نور علیہ دہلی

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تاریخ درخواست باقی ماندہ ایک بار درخواست از قبل عملی شد۔ ۱۶. ۱۳۰۷-۷۰۰۰۷۰
 تاریخ: ۲۶-۹-۲۰۱۳
 ۲۰۱۳-۱۲-۱۰
 ۲۰۱۳/۰۷/۰۴
 ۳۶

محمد تقی صاحب کسٹرن سرون نیج صاحب مال سیرہ

لاہور زاید وغیرہ : بنام : جسٹس محمد یونس ایسٹو سٹیٹس KPK پشاور
 کویٹہ اور دیگر مقامات
 ڈکوی آرگنیزم اور نیم وغیرہ

دعوتی ہزار ہم آستانہ جاری کرنے پر خلاف درخواست کیے گئے اور اپنا حکم صادرہ ۱۶.۹.۱۳
 پر عمل درآمد کرتے ہوئے درخواست کو ٹرانسفر شدہ جہ منتقل لینے کے لیے پریسچور کرتے
 ہوئے درخواست کی تنخواہ سید کرتے ہوئے درخواست کو جو پورے طور سے جاری ہے اور اس پر مجبور کر کے
 درخواست کو سرون سے ریٹرن کرتے ہیں دوسری کوئی ایسا عمل سر انجام دینے سے
 انہیں باز رہے جو حقوق درخواستی سے مستعد امیدوار رہے اور Status-۱۳۰۷
 حال رکھے۔
 صاحب عالی اور درخواستی کی طرف سے۔

- 1- یہ کہ درخواستی نے درخواست کو کوئی کارپوریشن فراہم کیا ہے
- 2- یہ کہ باقی دفتر میں دی گئی درخواستیں منظور ہونے کے ساتھ ساتھ قابل ذکر ہے۔
- 3- یہ کہ اگر ان سہولت بھی بحق درخواستی ہے۔
- 4- یہ کہ اگر درخواستی کو مددہ - مستندہ جاری نہ کیا گیا ہے تو اس کو مکمل آسانی فراہم کرنا۔

اسٹریٹیاصلہ معافی کی ہم آستانہ بنانے سے ہم پر
 رہا یا جائے۔
 راجم
 ۲۶/۱۳

ATTESTED
 Signature
 12-13

ATTESTED
 Muhammad Irfan (Agency)
 Notary Public

راجم زاید سیرہ
 نڈر نیم کیس ہو
 ۲۶/۱۳
 سیدہ رحیمہ

آئیڈن کیا گیا ہے
 تعلق
 سیدہ رحیمہ
 محمد یونس
 صاحب عالی
 درخواستی کی طرف سے

Annexure 'K'

کوآپریٹو سوسائٹی وغیرہ

بنام

راجہ زاہد

دعویٰ استغرابہ وغیرہ

O-4 -
Kausar

27-11-13

درخواست نمبر ادراپسی مقدمہ زیر آرڈر 27 جول 10 ضد

جناب عالی! درخواست ذیل عرض ہے۔

1. یہ کہ مقدمہ عنوان زیر تجویز عدالت اعظما ہے جو کہ مؤثر برائے جوابدہ دعویٰ ہے۔
2. یہ کہ مقدمہ عنوان Transfer سے متعلقہ ہے جو کہ Service matter ہے۔
3. یہ کہ مقدمہ عنوان میگزین عدالت اعظما کو اختیار سماعت حاصل نہ ہے۔ مدعی Proper Forum ہے۔ یہ دعویٰ پوری کرے۔ بدین وجہ دعویٰ مدعی قابل واپسی ہے۔

لینڈار شد عامیہ دعویٰ مدعی واپس کیے جانے کا حکم صادر فرمایا جا رہا ہے۔

ATTESTED

P-2
ATTESTED
Signature
Date 27-11-13

Siraj Ahmed Shah Advocate
Bath Channayyaner
Date
Dist

المرفوع
27/11/2013

رجسٹرار کوآپریٹو سوسائٹی ... مدعا علیہ

بذریعہ

گورنمنٹ پلینڈ

[Handwritten signature]

حلفاً بیان ہوں کہ جملہ مراتب
درخواست درست و صحیح ہیں
اور کوئی امر عدالت سے مخفی
یا پوشیدہ نہ رہا ہے۔

المرفوع
27/11/2013

ایسٹ رجسٹرار بیان دہندہ

[Handwritten signature]

84

56

بعدالت قبول منج معاہدہ ۱۷ صلح مالکیہ

Annexure

2

نام حسبہ کو آپرٹو سوسائٹی وغیرہ راجہ ذالہ ظہیرہ

دعویٰ استغرابہ و مزہ

0-4
Taleela

06-12-13

جناب عالیہ! جو اب درخواست زیر آرڈر 7 دحل اخذ و فیمل فرم ہے۔

1. یہ کہ فرقہ ملک درخواست درست ہے۔

2. یہ کہ فرقہ ملک کا جواب یہ ہے دعویٰ میں نزاع

بابت ٹرانسفر قطعاً نہیں بلکہ حکم کو بریکڈ برینیٹی ہوگا

آمد بذا اختیار اور بمطابق قانونی نہ ہونے اور اختیارات کے

غلط استعمال کی بابت تھا۔

3. فرقہ ملک تسلیم نہیں۔ عدالت ہذا کو باایں حالات

مکمل اختیار سماعت حاصل ہے۔

استدعا مدعا علیہم سامعون غلط ہے۔

لہذا استدعا ہے کہ درخواست ساملاں

ظاریع فرما کی جائے۔

بذریعہ وکیل خود

راجہ زاہد فرقہ

ATTESTEL
Signature
Date 12-13

8848
11-12-13
16-12-13

المرقوم 6/12/2013

ATTEST
MAHMOOD AKHTAR
NOTARY PUBLIC
NO: 50/Judicial
4-16-10 Vol 1

رقوم 6/12/13
راجہ زاہد

57

IN THE COURT OF MR. USMAN BASHIR KHAN,
SENIOR CIVIL JUDGE, MANSEHRA

Annexure "M"

Suit No: 704 of 2013 (M)

Year: 2013

صالحان _____ صاحب نامہ

Verdict

_____ صاحب نامہ

ORDER 01:
26.9.13

Suit instituted through counsel. Entrusted to the care of
Civil Judge/JM IV Manshera for disposal in accordance with law.
Plaintiff is directed to appear before the said court today.



(USMAN BASHIR KHAN)
Senior Civil Judge,
Manshera.

Office to report:
26.9.13

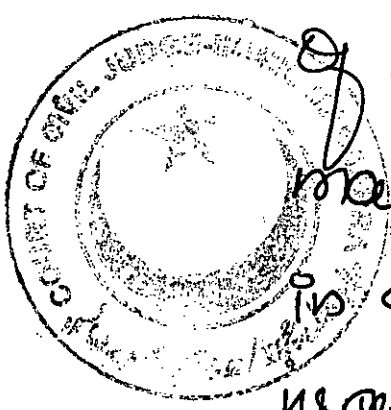
صاحب نامہ نے اپنے وکیل کے ذریعے عدالت میں درخواست دائر کی ہے۔
عدالت نے درخواست کو منظور کیا ہے۔
صاحب نامہ کو عدالت میں حاضری پوری کرنے کی ہدایت کی ہے۔

ATTESTED
Signature
Date: 26-9-13

O-3 Case file received from dearest
27/09/13 SCT. Be registered in its relevant
register.

Pr with counsel proceed and
admitted the contents.

Received counsel for the Pr
argued that dearest learned
the eight allegations of different
types and in lieu of that
transferred him to Chennai as
the act of dearest is the result
of collusion with highups and
malafide. As Pr is not involve
in the activities in which he
was charged, so notice to



Statu Quo application issued
to dearest for 12/10/13. They be
noticed through Reg A/D (for
dearest No 1) and dearest No 2
be summoned. *T. Anand*

13
REGISTERED
Signature
Date - 12 - 13

11: P... - ... 12/11/13 ... 12.10.13

12: P... - ... 12/11/13 ... 12.11.13

O-4.
27/11/13

P4 consent with counsel. Dejar's not noticed due to change of date in Note header.

while writing order sheet Dejar's through representative and Additional Govt Pleader attended the court.

P4 submitted an application for getting the stopped salary and requested that one week status quo be granted to him meanwhile he will approach the Service Tribunal and he will

ATTES
Signature
12-13

KHAN

withdraw his suit for presenting
in proper form.

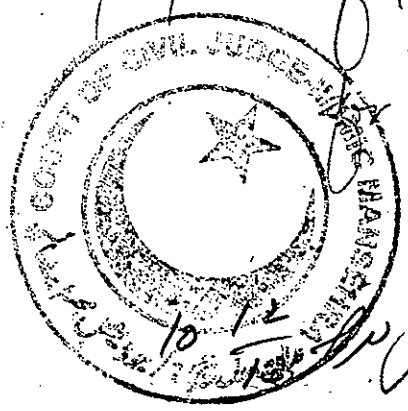
With this commitment status quo
for non date granted, will sub-
ject to notice to defendants and be
not against the any order of
superior courts.

Defendants moved application for return
of plaint, so to come up for
arguments on it also.

To come up on 05/12/13. Success

0-5 Parties with counsel present, Reply
06/12/13. filed. Arguments heard. To come up

order on 07/12/13. Success



10/12/13 [Signature] vs [Signature] N.P

8848
11-12-13
16-12-13
16-12-13

25
TESTED
16-12-13

IN THE COURT OF JAVERIA SARTAJ KHAN,
CIVIL JUDGE-IV, MANSEHRA

Order: 06
10-12-2013

Parties present: Arguments already heard.

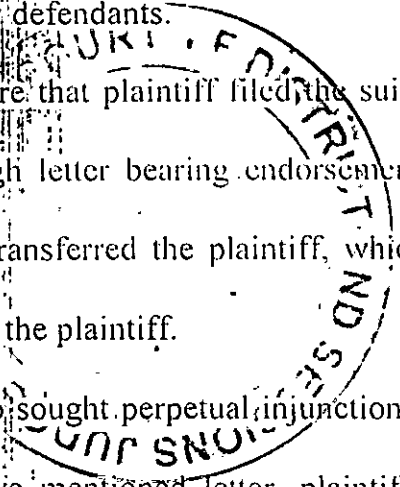
By my this order, I am going to dispose the application under order 7 rule 10 CPC moved by defendants.

Brief facts are that plaintiff filed the suit for declaration to the effect that defendants through letter bearing endorsement no: 3037-44/PCS/E-5(B) dated 16-09-2013 has transferred the plaintiff, which is illegal, wrong & ineffective upon the rights of the plaintiff.

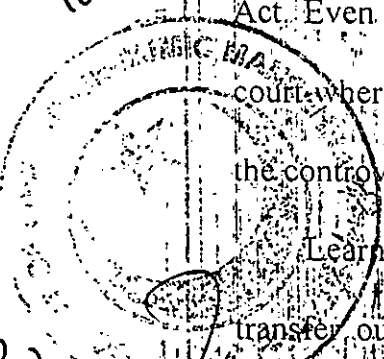
Plaintiff also sought perpetual injunction to restrain the defendants that on the basis of above mentioned letter, plaintiff be not transferred to any other place.

Learned counsel for defendants argued that in the light of Art 212 of constitution of Islamic Republic of Pakistan, civil court has got no jurisdiction to entertain the service matter after the incorporation of section 04 of civil servants Act. Even Government employee cannot challenge the service matters in civil court where mala fide existed because a specific forum is working for resolving the controversies of civil servants.

Learned counsel for plaintiff argued that on mala fide basis plaintiff was transfer out which is against policy and he requested that previous salary of plaintiff be released. He further argued that right of hearing as per co-operative societies Act not given to plaintiff. Plaintiff cannot determine that whether plaintiff penalized under co-operative societies Act, if plaintiff penalized under co-operative Act than plaintiff be considered as private person so plaintiff's counsel requested for rejection of application of defendants.



Javeria Sartaj Khan
10-12-13



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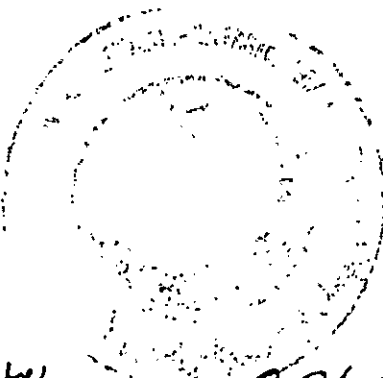
Perusal of record reveals that matter pertains to the service tribunal and as per section 9 Civil Procedure Code 1907 this court lacks the jurisdiction to entertain the instant matter. Even if mala fide alleged, like in this case even than orders of departmental authorities, even though without jurisdiction or mala fide could be challenged only before service tribunal and jurisdiction of civil court including august High Courts was specifically ousted--- plea of mala fide did not confer upon High Court jurisdiction to act in the matter in view of constitutional ouster as contained in Art. 212 of the constitution--- service tribunal had full jurisdiction to interfere in such like matters. Kept reliance on 2007 SCMR 54 Supreme Court of Pakistan.

In the wake of above discussion, this court has got no jurisdiction so application of defendants is hereby accepted and plaint be return Under Order 7 Rule 10 Civil Procedure Code. However, plaintiff is at liberty to approach service tribunal. Parties to bear their own cost.

Moharir of this court is directed to keep the copies of plaint on file and hand over the original to plaintiff.

File be consigned to record room after its completion and compilation.

Announced:
10-12-2013



Javeria Sarfaraz Khan
(Javeria Sarfaraz Khan)
Civil Judge-IV Mansehra.

10.12.13

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اصل نوٹیفکیشن خواتین کے لئے
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OFFICE OF THE REGISTRAR,
COOPERATIVE SOCIETIES,
NWFP, PESHAWAR

No. _____ /RCS/T-3/FSC
Dated Peshawar, the _____ /2002

ATTENTION
M-1

To,

The Executive District Officer,
Agriculture Department,
Mansehra.

Subject:-

HANDING OVER THE PREMISES OF HAZARA COOPERATIVE FARM SERVICES CENTRE LTD MANSEHRA TO VET. RESEARCH AND DIAGNOSTIC LABORATORY.

Please refer to your letter No.548-49/G-23/EDO dated 12.4.2002 addressed to the Assistant Registrar, Cooperative Societies, Mansehra and copy thereof endorsed to this office on the subject noted above.

It is to bring into your notice that the building of the Cooperative Farm Service Centre, Mansehra is the property of the District level cooperative society "the Cooperative Farm Service Centre Mansehra" which is a private corporate body registered under the Cooperative Societies Act, 1925 and Rules 1927 and it is the representative body of all the cooperative societies of Mansehra district. Under the law, Cooperative Farm Service Centre is a private legal entity for all the purposes and no Government whether Federal, Provincial or District can hold forceful or voluntary control/charge of the property for any purpose. It is further added that if any space is available in the premises of the Farm Service Centre, it can be rented-out with the approval of the Board of Directors of the Farm Service Centre to the Veterinary Research and Diagnostic Laboratory through negotiation.

It is, therefore, requested to withdraw the order No.14/D.7 dated 1.4.2002 to the extent of shifting of any Govt. office/its facilities to the Cooperative Farm Services Centre, Mansehra which on one hand can create disharmony among the Cooperative Societies' representatives bodies and other nation building departments as well as district Government and on the other hand, can cause a legal battle in the court of law which will be undesirable for all concerned.

REGISTRAR,
COOPERATIVE SOCIETIES,
NWFP, PESHAWAR.

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This may be hand to board A.F.C.

[Signature]
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No 2673-78 /RCSI/ dated Peshawar, the 17/5/2002.
Copy is forwarded to:-

1. The Secretary to Govt. of NWFP, Agriculture, Livestock and Cooperation Department for favour of information.
2. The District Nazim, Mansehra with the request to withdraw his order No.14/D 7 dated 1.4.2002.
3. The Distt. Coordination Officer, Mansehra with reference to District Nazim, Mansehra order No. referred to above.
4. The Senior Research Officer, Veterinary Research and diagnostic Laboratories (Camp. Office Govt. Poultry Farm Mandian, Abbottabad) with reference to Dist. Nazim, Mansehra order referred to above.
5. The District Officer/Assistant Registrar, Cooperative Societies, Mansehra with the direction to pursue the matter properly with all concerned and clear the legal status of the property and intimate progress to this office.
6. President, Cooperative Farm Service Centre, Mansehra with the request to pursue the matter with concerned quarters and to clear the legal position to all concerned.

REGISTRAR,
COOPERATIVE SOCIETIES,
NWFP, PESHAWAR.

Manager
Seen filed please
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OFFICE OF THE ASSISTANT REGISTRAR COOPERATIVE SOCIETIES
HAZARA ABBOTTABAD

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I hereby certify that pursuant to the provisions of the Cooperative Societies Act. (No. VII) of 1925 the Hazara Cooperative Farm Service Centre Ltd. Manshra at Manshra, post office Manshra, Tehsil Manshra district Hazara has this day been registered as No. 127.

Given under my hand and seal this 30th day of June, 1972


Assistant Registrar,
Cooperative Societies,
Hazara, Abbottabad

30/6/72 35/6

Annexure

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Attested


THE COOPERATIVE FARM SERVICE CENTRE LIMITED Mauva P.

NAME & ADDRESS.

- (a) The name of the Society shall be the Hozra
Cooperative Farm Service Centre Ltd. Mauva
Its registered address shall be the Hozra
Cooperative Farm Service Centre Ltd., Tehsil and Mauva
District. Hozra Mauva
- (b) Any change of address shall be notified to the Registrar
within 30 days of such change.

2. OBJECTS.

- (a) To procure and supply to members/societies and farmers/
agriculturists in the area of operation agricultural
requirements like fertilizers, seeds, pesticides, implements
tubewells, machinery, diesel oil, cement, other agricul-
tural production inputs and other day to day requirements.
- (b) To collect, store, grade and sell member's agricultural
produce and make available to the members advances on the
security of their produce, upto a limit to be decided
by the managing committee.
- (c) To establish a workshop and arrange services for repairs
of Tractors, Agricultural Machinery and tubewells and make
available technical advice for their proper maintenance
and also to arrange installation of tubewells.
- (d) To provide technical knowledge for planning agricultural
operation, crop-protection and utilization of pesticides
etc.
- (e) To acquire, construct, maintain and alter any building or work
necessary or conducive to the proper working of the
Society.
- (f) Provide credit facilities so as to enable the members
to purchase Farm Machinery, improved seeds and fertilizers
etc. etc.
- (g) To link up supply, marketing and credit facilities for the
farmers in the operational area provided that credit shall
be restricted to advances on the security of produce only.
- (h) To arrange transport for carrying out purposes of the
societies.
- (i) To engage in such ordinary business transaction in respect
of movable or immovable property as are incidental or
conducive to the attainment of the primary objects.
- (j) Subject to economic feasibility to engage in such activit-
ies within its operational area as aim at improving the
production and economy of agriculture.

3. MEMBERSHIP.

- (a) The members shall consist of :-
1. Registered Cooperative societies; which join in the
application for registration and
 2. Registered cooperative societies admitted in accordance
with these Bylaws.
 3. Any person, resident of the area, nominated by the Deputy
Registrar of the area, shall be a member without holding
any share and incurring any liability provided that not
more than two such persons shall be nominated and provided
further that they shall continue to be member till their
nomination is cancelled or withdrawn or any one dies.
In such a case the Deputy Registrar will be competent
to make a fresh nomination.
- (b) A Union Council Cooperative Service society, Cooperative

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Development Society or other registered society with similar objects.

- (c) The area of operation of the centre shall extend to the whole district of Hozaa.

Members other than referred to in Bylaws 3(a) 3 shall be admitted after election by the Managing committee subject to confirmation of general meeting and on payment of nominal value of one or more shares and an admission fee of Rs.5/-. The members cooperative society shall nominate through a resolution of managing committee in writing, one of its members who shall sign the register of members. The member society shall also resolve in the same resolution declaring its acceptance of all rights, duties and liabilities prescribed in these Bylaws, cooperative Act and Rule made thereunder.

5. On admission the new member shall be given a copy of the bylaws of the society. When the member has paid up its minimum share capital (vide bylaw 10) a certificate of membership shall be issued giving details of the member's commitment in respect of share capital and liability and also including the membership registration number.

6. TERMINATION OF MEMBERSHIP.

1. Membership shall be terminated on the dissolution of the society or with-drawal of nomination.
2. (a) With-drawal after three months notice to the Secretary provided that the member with-drawing is not indebted to the society, or a surety to an unpaid debt.

(b) Expulsion.

- (c) Ceasing to hold a share or shares as prescribed in the bylaws.

3. Any member who has not undertaken any purchase from the society for a period of 2 consecutive years may like-wise be expelled by the general meeting on the proposal of the Managing committee or of 6 members.

4. On termination of membership by resignation, expulsion or otherwise, the account between the former member and the society shall be made up, when the financial position of the society has been established at the end of the current financial year, as follows :-

(a) Dividend due to the former member, shares paid up by it and any credit balances on sundry personal accounts shall be totalled.

(b) If the balance sheet of the society shows a loss, an amount in the same proportion to the loss as its shares to the total paid-up share capital shall be deducted.

(c) Any other amounts due from it directly or otherwise to the Society shall be deducted.

(d) The shares will not be returned directly. The society whose membership is terminated shall be entitled to transfer shares to another member or to an applicant qualified under Bylaw 3(b) approved by the committee or to surrender them to share transfer fund.

5. Members who have resigned or who have been expelled shall have no claim on any of the collective property or funds of the society.

7. LIABILITY.

The liability of each member society for all debts incurred and all loan and deposits taken by the society in pursuance of its stated objects shall be limited to eight times the value of its shares held.

8. CAPITAL.

The capital of the society shall be composed of an underwritten number of shares of the value of Rs. Rs.100/- each and may include :-

Contd...B.....

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[Signature]

(a) Loans and deposits from members and non-members. The acceptance of loans and deposits from non-members shall be subject to any restrictions and conditions as may be prescribed by Act and the Rules or by the Registrar.

(b) Grants and subsidies from Government.

(c) Funds and profits of the society.

9. Each society member shall hold at least one share of the ~~minimum~~ value of Rs.100/- only. No member shall hold shares more than what is prescribed in the Act and Rules.

10. Every member shall pay at least one full share at the time of admission. If any members holds more than one share, the remaining shares shall be paid by paying the the value of one full share after every six months till the full amount is paid up.

11. EMPLOYMENT OF FUNDS.

The funds of the society shall be devoted to the stated objects of the society and to the purposes set forth in the Bylaw 13.

12. Agricultural goods may be sold to members on credit at the discretion of the Managing committee. The credit limit of each member shall be fixed by the Managing committee or a credit Sub-Committee or a credit S appointed by them.

EMPLOYMENT OF SURPLUS.

13. The net surplus, as it appears in the yearly financial statement after depreciations have been charged in accordance with sound management principles, shall be employed as follows:-

(a) 25% shall be carried to Reserve fund.

(b) Part of the remainder may be carried to special funds as may be deemed prudent by the Managing committee and approved by the General Meeting.

(c) i. Dividend on share subject to a maximum of 7½ % of the paid up share capital inclusive of Bonus.

ii. Bonus to employees subject to a maximum of 5% of the profit or two months basic pay subject to approval of the Registrar.

(d) Distributed among the members as patronage dividend in accordance with the value of business done by each member with the society in the preceeding financial year, provided no patronage dividend shall be paid before the apportionment of net profits as prescribed above and shall not exceed the rate decided upon by the Managing committee.

(e) The reserve fund shall be indivisible and no member shall be entitled to any share in it. It may be invested in accordance with the provision of the Act and Rules or utilized in the business of the society as may be directed by the Registrar.

14. Dividend on shares and patronage dividend under Bylaw 13(d) shall be paid to members in cash on call. Provided that a member may at his option allow it to be credited to his share account for further purchase of shares. Provided further that if the maximum holding limit in respect of shares has been reached the amounts at the credit of member in this respect may be credited to his deposit account bearing the same rate of interest as allowed on deposits of members. The ~~maximum~~

15. The society shall have charge upon the shares or interest in the capital and on the deposits of a member

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or past member and upon any dividend on share or patronage dividend or profits payable to ~~xx~~ a member or past member in respect of any debt due from such member or past member to the society and may set off any sum credited towards payment of any such debt.

FINANCIAL YEAR.

- 16. The financial year of the society shall be from the 1st July to the 30th June, of each calendar year.

GENERAL MEETING.

- 17. The annual general meeting shall be held every year with-in a period of three months after the date fixed for making up accounts for the year.
- 18. A special general meeting may be called at any time by a majority of the committee and shall be called within one month.
 - (a) On the requisition in writing of one fifth of the members.
 - (b) At the instance of the Registrar.
- 19. ~~xx~~ A notice of at least 8 days shall be necessary for ~~xx~~ holding of an annual or special general meeting specifying the place, date, time and agenda of the ~~xxx~~ meeting. The notice shall be in vernacular. The notice ~~xx~~ shall be given either by post or by hand. Non-receipt of the notice by any member shall not invalidate the proceedings of the General Meeting.
- 20. Presence of one third of the members shall constitute quorum of the General meeting provided that when the total number of members exceeds 100, thirty member ~~xxxxxx~~ shall suffice.
- 21.
 - (a) No member of the society shall have more than one vote in its affairs, provided that in case of equality of votes the chairman shall have a casting vote.
 - (b) No member shall exercise the right of vote unless and until he has made such payment to the society in respect of membership as is prescribed under these bylaws or he is a defaulter in respect of a loan due from it or he is a defaulter in respect of ~~xx~~ a loan taken from the society, which he represents until and unless he has cleared this default.
 - (c) Society members shall be represented in the General Meeting through one of the members in ~~xx~~ each case nominated in accordance with the Bylaws of each society member. Such a representative shall be present in the General Meeting in person and shall have one vote. No other proxies shall be allowed.
 - (d) The votes shall be cast by show of hands except for the expulsion of member under Bylaw (6) 3, when votes shall be cast through a secret ballot.
- 22. Matters shall be decided by simple majority except when the issue refers to Bylaw 23(g).
- 23. The following business shall be transacted by the Ordinary General meeting.
 - a) The election, suspension and removal of members of the Managing committee and substitutes and internal auditors.
 - b) The approval and confirmation of the annual balance sheet and reports of the Managing committee and of the auditor.
 - c) The approval of suggestions of the Managing committee for disposal of surplus.
 - d) The consideration and approval of the annual budget of the society.

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- (e) Decision of motions brought forward by the Managing committee or members.
- (f) Amendment of Bylaws in accordance with Act and Rules. Amendment of Bylaws shall only be carried out by not less than two third of the members present at the General Meeting at which a quorum shall be present or, at an adjournment, general meeting at which a quorum is not present, that due notice of any proposal to make, alter or abrogate the Bylaws is given in accordance with these Bylaws. No amendment shall be effectude unless it is registered by the Registrar, in accordance with section 16 of the Act VII, 1925. The proceedings of a general meeting shall be recorded in the minutes book and signed by the chairman of the meeting.
- (g) The confirmation of the admission of members.
- (h) The expulsion of members.

make passed shall form a quorum provided

24. Motions from members must be forwarded in writing by registered mail to the chairman not later than seven days before the ordinary general meeting.

MANAGING COMMITTEE.

25. The managing committee shall consist of not more than 9 members over the age of 21, including a President, one or more Vice Presidents and the two members nominated under Bylaw 3(a) 3.

26. (a) Members of the committee except ex-officio nominated members shall be elected for a period of one year and shall be eligible for re-election when the fresh election are held within 3 months after the close of each financial year. Provided that if for any unavoidable reason a general meeting could not be held within the period prescribed, the existing committee shall continue to hold office till the election of new committee, but such election shall in case be held later than 18 months after the election of the previous committee.

(b) The old committee shall cease to exist after the aforesaid maximum period and the Assistant Registrar Cooperative societies shall have the power to nominate a care-taker managing committee consisting of five members of the society who may otherwise be eligible for election to the Managing Committee. The care-taker committee shall have all the powers and duties of managing committee as provided in the Bylaws. The care-taker committee shall arrange to hold the general meeting and election of the new committee within 90 days of their taking over as such and shall automatically cease to exist when the new committee is elected.

(c) The committee may coopt a member to fill a vacancy during the year till the holding of next general meeting provided such cooption is approved by the Assistant Registrar.

27. Members of the committee shall not engage in any similar trade carried on by the society and shall not hold any office or place of profit under the society. A member of the committee shall cease to hold office if he:-

- (a) Ceases to be representative of the member society or his society ceases to be member of this society or he himself ceases to be member of the society he represents.
- (b) Becomes of unsound mind.

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[Signature]

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- (a) Resigns and his resignation is accepted by the committee.
- (d) Does not hold shares of the value of Rs.100/- of the society he represents.
- (e) Has been removed from office under Rule 48 unless he has been relieved under Rule 53(i) (a)(ii) from the dis-qualification.
- (f) Defaults in the payment of his loan of the society he represents, and the society defaults in the payment of its loan.

EXPLANATION.

- (i) For the purpose of this clause, default will occur if the loan is not repaid within six months of date of demand or fix date of payment.
 - (ii) The representative of member society will be considered defaulter for the purposes of this clause if he also defaults in the repayment of loan in this society or in the society he represents.
 - (g) Is convicted of any offence involving dishonesty, moral turpitude or is imprisoned for three months or more.
28. Cancellation of nomination in case of nominated members. The attendance of at least 5 members shall be required for the disposal of any business. The President or the vice-President or in their absence one of the other members shall preside. Each member shall have one vote. In case of equality of votes, the chairman shall have a casting vote.
29. The following responsibilities shall rest with the managing committee:-
- (a) It shall be responsible for management of the business of the society.
 - (b) It shall be responsible for the proper maintenance of accounts and a member's register and shall ensure that a secured commodity and cash control system is applied.
 - (c) It shall prepare and lay before the annual general meeting the balance sheet and the annual budget and a report covering the society's activities of the past financial year.
 - (d) It shall be responsible for the insurance of the society's property, including stock-in-trade against loss by fire.
 - (e) It shall elect from among themselves one President and one or more Vice-Presidents.
 - (f) It shall observe in all their transactions the Act, the notified rules and the Bylaws.
 - (g) It shall be responsible (i) to decide terms on which seeds, pesticides, agricultural implements and other farm requirements shall be bought and sold (ii) to decide the terms on which agricultural produce shall be received from the members and shall be sold (iii) to erect, maintain, repair or otherwise deal with the construction of buildings etc. of the society for the stated objects.
 - (h) It shall be responsible to assist inspection of books and record by any person authorised to see them.
 - (i) It shall be responsible for the recovery of loans advanced to members.
 - (j) It shall be responsible for the business of the society subject to maximum credit limit sanctioned by the

Attested


- (k) It shall be responsible to decide terms and conditions of loans to be issued to the members.
- (l) It shall be responsible to frame rules of business of the society and get them approved from the Assistant Registrar. It shall also specify and lay down duties and terms and conditions of service of the employees of the society.
- (m) To carry on the business of the society in the absence of the treasurer, the managing committee may appoint of the members of the committee to take charge of all money received and generally to carry on the duties of a treasurer. The person thus appointed shall hand over the money thus received to the treasurer immediately on his return.
- (n) In their conduct of the affairs of the society the committee shall exercise the prudence and diligence of ordinary men of business. The committee members shall be jointly and severally responsible for up to fifty (50) percent of bad and for any loss sustained through acts contrary to the law, the notified rules and the Bylaws, or acts omission or commission.

30.

The managing committee shall have the following powers:-

- (a) Appointment of Manager, Assistant Manager, workshop Superintendent and Foreman etc. and fixation of their remuneration subject to the approval of the Registrar, Cooperative societies, who shall have the powers to suspend, dismiss and terminate services of these employees. Such suspension, dismissal or termination of service shall be subject to the terms of notice stipulated in the employment contract.
- (b) It shall be competent to determine the range of goods to be procured and supplied by the society.
- (c) It shall be competent on behalf of the Society to purchase, obtain on lease or otherwise acquire immovable property including land, subject to the rules under the Act VII of 1925.
- (d) It may delegate the powers to sign on behalf of the society to any such person among themselves or to the Manager as they may deem fit. For contracts and transactions of more than Rs. 10,000/- the President of the society must be consistory.
- (e) It shall be entitled to delegate to Sub-committee elected from amongst themselves or among other members and also to the Manager, such powers and responsibilities as it may deem fit. The committee however, shall still be responsible for actions of such delegates and the decisions of the delegates shall be placed before the committee in their next meetings.
- (f) That no sale of any immovable or other property of society meant for its permanent use and not meant for its permanent use and not meant for sale in the ordinary course of its business, shall be valid unless approved by a proper meeting of the Managing Committee which has been attended by the Inspector/ Assistant Registrar in charge duly invited for the purpose and that the resolution of such meeting shall not be valid unless approved the Regional Head of Cooperative Department in Peshawar Region, in case the meeting has been attended by the Assistant Registrar and by the Inspector Incharge.

31.

The powers and duties of the Manager and Assistant Manager shall be as follows, which shall be entrusted to them by the committee from time to time.

Manager

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[Signature]

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- (a) To maintain correctly and upto-date the prescribed papers, registers and account books.
- (b) To maintain correctly and upto-date the register of members.
- (c) To prepare all receipts, vouchers and documents required by the notified rules, or the Bylaws or as called for by the committee.
- (d) To sign on behalf of the society and conduct its correspondence.
- (e) To summon and attend general meeting and meeting of the committee.
- (f) To record the proceedings of such meetings in the minutes book and have them duly signed.
- (g) To procure from the members indents of their requirements.
- (h) To arrange for the procurement and supply of all the farm requirements.
- (i) To control grading of the produce according to qualities for sales.
- (j) To control and paid staff of the society with powers to issuing warning and imposing fine upto Rs.10/-. Fine above this amount or suspension or removal or dismissal shall be made after issue a show cause notice and giving the employee an opportunity to be heard with the previous concurrence of the committee.
- (k) To buy and sell agricultural produce under the rules framed in this behalf by the Managing committee.
- (l) To secure from borrowers the due execution of bonds and securities.
- (m) To prepare and draw up yearly balance sheet/statments of profit and loss, proforma accounts of the various departments and monthly progress reports and the yearly reports and to place them before the comittee.
- (n) To carry out the resolutions adopted by the general meeting for the committee.
- (o) To receive or arrange to receive all moneys due to the society and issue receipts and to pay or arrange to pay all moneys due from the society on behalf of the Society and obtain due discharge for them.
- (p) To certify copies of entries in books under Rules 15.
- (q) To hold charge of stocks, furniture and other properties of the society and to look after them.
- (r) To incur contingent expenditure subject to the sanction of the committee.
- (s) Generally to conduct the current business of the society and to perform all duties entrusted to him by the committee.

32.

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The following registers and papers shall be maintained;

- (a) A register of members showing the names and address of every member, the number of shares held by him, the date of his admission to membership and the date of termination of membership.
- (b) A cash book showing the receipts, expenditure and the balance on each day on which business done.
- (c) A ledger account for each member, depositor and creditor and for miscellaneous and contingent ~~income~~

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income and expenditure.

- (d) A register for purchase and sale of Agricultural goods.
- (e) A general ledger.
- (f) A minute book showing the proceedings of general meeting and committee meetings and the notes of the inspecting Officers.
- (g) A passbook for each member and depositor.
- (h) Such other accounts and books as may from time to time be prescribed by the Registrar.

The committee shall appoint one of its members or one of the Officers of the society to hold and keep in safe custody all the registers and papers in use of the society as prescribed in Bylaw 32.

- 34. (a) The registers and papers of the society shall be open to the inspection of any one intergated in the funds except that no one shall be allowed to see the deposit account of any person without that persons' written consent. Copies of ~~supplied~~ ~~transon~~ ~~and~~ ~~bylaws~~ and the Balance sheet shall be supplied free on demand by any member.
- (b) All registers, papers, accounts and vouchers, cash securities and assets and liabilities of the society shall be open to inspection by officers of the cooperative societies Department and the auditors appointed under section 22 who shall have free access to these for the purpose of inspection or audit as the case may be. Such an inspection or audit report shall be ~~supplied~~ placed before the committee or the general meeting.

35. (a) The treasurer or the person appointed by the Managing committee under Bylaw 29 shall have charge of all money received by the society from the Cooperative Bank, from members and from others and shall make disbursements in accordance with the directions of the committee or the Manager. He shall bring the cash book in token of its correctness and produced the cash balance whenever called upon to do so by the committee or auditor or any other inspection officer.

36. All business discussed or decided by the meeting of the committee shall be recorded in the proceedings book, which shall be signed by the members of the committee present and by the Chairman at the end of each meeting.

AUDIT.

37. The annual general meeting shall elect 2 internal auditors and 2 substitutes. They shall retire in accordance with the principles laid down in BYLAW 26 (a). The auditors and the substitutes shall be respectable and educated persons, who shall have no personal or biased interest in the line of the business conducted by the society and who should not be kin of members of the committee or the Manager.

The society shall pay audit fee and other contribution as may be levied by the Registrar.

38. The duties of the internal auditors shall be :-

- (a) To supervise that all transactions are covered by the instruments (Vouchers) and recorded as soon as they are taken place.
- (b) To audit accounts after books have been closed by the end of the financial year. The audit shall be complete by the middle of July.
- (c)

Amended
[Signature]

73

...10...

- (c) To carry out during the year at least one full scale surprise audit and two surprise checks of cash-in-hand and stock-in-trade.
- (d) To surmise that the property of the society is being taken care of properly and duly insured.
- (e) To ascertain whether the President, other committee members, and the Manager take up-due advantage of their position in the society.
- (f) To produce before the ordinary general meeting a report covering all the findings during the past financial year.
- (g) To assist any outside audit agency with information on all their previous findings under audit.
- (h) This audit will be internal and shall not be taken as statutory audit.

DISPUTES.

39. All disputes concerning these Bylaws or the business of the society shall be referred to the Registrar as provided under section 54 of the Cooperative societies Act VII of 1925 and rules made thereunder.

40. LIQUIDATION.

The society shall be wound up only by the order of the Registrar under section 47 or 48 of the Cooperative societies Act VII, 1925.

41.

After discharging the liabilities of the society and repaying the share capital, the Reserve fund and any other surplus fund may be applied to such objects of local and public utility as may be elected by the committee and approved by the Registrar. If within three months of the date of dissolution of the society the committee fails to select an object which is approved by the Registrar, the latter shall credit the balance of the Reserve fund and any other surplus fund to the cooperative society to which the society was affiliated or shall deposit the amount in some Cooperative or other bank until a new cooperative society with a similar area of operation is registered in which case it shall be credited to the Reserve fund of the new society.

42.

The registration of the society shall be cancelled provided under the cooperative societies Act VII 1925.

Autshuk

2300 113

[Signature]

Attended

[Signature]

[Signature]

[Signature]

Section 30(a) of the Registrar of Co-operative Societies Act, 1925

3 (a) 3:- Any person, resident of the area, nominated by the Deputy Registrar of the area, shall be a member without holding any share and incurring any liability provided that not more than two such persons shall be nominated and provided further that they shall continue to be member till their nomination is cancelled or withdrawn or any one dies. In such a case the Deputy Registrar will be competent to make a fresh nomination.

30(a)

Appointment of a Manager, Asstt. Manager, Workshop Superintendent, and Foreman etc, and fixation of their remuneration subject to the approval of the Registrar, Co-operative Societies, who shall have the powers to suspend, dismiss & terminate services of these employees. Such suspension, dismissal or termination of service shall be subject to the terms of not stipulated in the employment contract.

Handwritten signatures and notes in Urdu script, including names like 'Munir', 'Saeed', 'Munir', and 'Hakim'.

30(a) 1- Ap...

Handwritten signature and printed text: 'Munir', 'Registrar', 'Karnal Co-operative Society Ltd, Karnal'.

Handwritten text: 'Attested' and a signature.

Amendment made in the Registered Bi-Laws 3(a) 3 & 30(a) of the Hazara Co-operative Farm Service Centre Ltd; Manshara required to be registered according to the decision of the General meeting dated 23.6.79.

3(a) 3:- Any person resident of the area nominated by the Asstt: Registrar of the area, shall be a member without holding any share and incurring any liability, provided that not more than two such persons shall be nominated and provided further that they shall continue to be member till their nomination is cancelled or withdrawn or any one dies. In such a case the Assistant Registrar will be competent to make a fresh nomination.

30(a) - Appointment of a Manager, Assistant Manager, Workshop superintendent and Foreman etc, and fixation of their remuneration subject to the approval of the Asstt: Registrar, Co-operative Societies, who shall have the powers to suspend, dismiss & terminate services of these employees. Such suspension, dismissal or termination of service shall be subject to the terms of notice stipulated in the employment contract.

Handwritten signatures and notes in Urdu and English, including 'Secretary' and 'Manager'.

Certified that the above signatures were obtained in my presence.

Registered this day of 23rd August 1979 and approved *M. Khan*
Assistant Manager,
Hazara Co-operative Farm Service centre
Ltd; Manshara.

Handwritten signature
Assistant Registrar
Co-operative Societies
Manshara and Keshwan

Attested
[Signature]

No. 2868 :

Dated Mansehra the 23rd August, 1979.

76

To

The President,
Hazara Cooperative Farm Service Centre,
Limited Mansehra.

Sub: AMENDMENT BYE-LAWAS NO.3 (a) No.30(a) approval of.

Memo :-

Please refer Inspector Cooperative Societies No.623 dated 19.8.1979 requesting of the approval of amendment, amendment proposed are hereby approved to-day on 23rd August, 1979.

[Handwritten Signature]
23/8
Assistant Registrar,
Cooperative Societies,
Mansehra & Kohistan.

No. 2868-71 :

Dated 23. 8-1979.

Copy forwarded to:-

1. The Registrar Cooperative Societies, NWFP. Peshawar, for information with a copy of amendment proposed.
2. The Inspector C.S. R.R.C. & AM schme for information with ref. to his No. 623 dated 19.8.79 .
3. General Manager Govt: Printing Press NWFP Peshawar for Publication ~~in~~ in the Gazetted notification.

[Handwritten Signature]
Assistant Registrar,
Cooperative Societies,
Mansehra & Kohistan.

[Handwritten Signature]
[Handwritten Signature]

of the registered By Laws 1 A, 2 K, 26 A, 30 C, 30 D of the Hazara Cooperative Farm Service Center Ltd Manshra Registered on 30-06-1972

1. (a) NAME AND ADDRESS

The name of the society shall be The Hazara Cooperative Farm Service Center Limited Manshra. Its registered address shall be the Hazara Cooperative Farm Service Center Limited Tehsil and District Manshra

2. OBJECTS:

(K) Nil

26. MANAGING COMMITTEE

26 (a) Members of the committee except ex-officio nominated members shall be elected for period of one year and shall be eligible for re-election when the fresh election are held within 3 months after the close of each financial years. Provided that if for any unavoidable reason a general meeting could not be held within the period prescribed the existing committee shall continue to hold office till the election of new committee, but such election shall in case be held later than 18 months after the election of the previous committee.

30-C POWER OF MANAGING COMMITTEE

It shall be competent on behalf of the society to purchase obtain on lease or otherwise acquire in movable property including land subject to the rules under the Act VII of 1925

DIRECTOR
Hazara Co-Operative Form
Service Centre Manshra.

DIRECTOR
Hazara Co-Operative Form
Service Centre Manshra.

VICE PRESIDENT
Hazara Co-Operative Form
Service Centre Manshra.

PRESIDENT
Hazara Co-Operative Form
Service Centre Manshra.

DIRECTOR
Hazara Co-Operative Form
Service Centre Manshra.

Attested
PRESIDENT
Hazara Co-Operative Form
Service Centre Manshra.

Attested
PRESIDENT

Amendment to Register By Laws 1A, 2k, 26A, 30c, 30D of The Hazara Cooperative Farm Service Center Limited Manshra. To be Registered According to the decision of General meeting Held on 13-07-2007

1. (a) NAME AND ADDRESS

The name of the society shall be The Hazara Cooperative Farm Service Center Limited Manshra. Its registered address shall be the Hazara Cooperative Farm Service and Marketing Center Ltd Tehsil and District Manshra

2. OBJECTS:

(K) To construct the commercial market within the premises of Hazara Cooperative Farm Service and Marketing Center Manshra for enhancement the society income"

26. MANAGING COMMITTEE

26 (a) Members of the committee except ex-officio nominated members shall be elected for period of two year and shall be eligible for re-election when the fresh election are held within 3 months after the close of each Financial years. Provided that if for any unavoidable reason a general meeting could not be held within the period prescribed existing committee shall continue to hold office till the election of new committee, but such election shall in case be held later than 36 months after the election of the previous committee.

30-C POWER OF MANAGING COMMITTEE Society

It shall be competent on behalf of the social to purchase/sale, act lease/ as a leaser or lessee, or otherwise acquire in movable property including Land subject to the rules under the Act VII of 1925

DIRECTOR
Hazara Co-Operative Form
Service Centre Manshra.

DIRECTOR
Hazara Co-Operative Form
Service Centre Manshra.

VICE PRESIDENT
Hazara Co-Operative Form
Service Centre Manshra.

PRESIDENT
Co-Operative Form
Manshra.

DIRECTOR
Co-Operative Form
Manshra.

Attested
PRESIDENT

30-D
POWERS OF MANAGING COMMITTEE

30(d) it may delegate the powers to sign on behalf of the society to any such person among themselves or to the manager as they may deem fit. For contracts and transactions of more than Rs. 10,000/-

The President of the Society must be consignoratory

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

[Signature]
VICE PRESIDENT
Hazara Co-Operative Farm
Service Centre Manshehra

[Signature]
DIRECTOR
Hazara Co-Operative Farm
Service Centre Manshehra

[Signature]
DIRECTOR
Hazara Co-Operative Farm
Service Centre Manshehra

1. Certified that the signatures of the Executive Body were obtained in presence.

2. Certified to be true copy of the Registered By Laws.

[Signature]
Manager
Hazara Cooperative Farm
Service Center Limited
Manshehra

Attested
[Signature]
PRESIDENT
Hazara Co-Operative Farm
Service Centre Manshehra

Attested
[Signature]

30-D

POWERS OF MANAGING COMMITTEE

30(d) it may delegate the powers to sign on behalf of the society to any such person among themselves or to the manager as they may deem fit. For contracts and transactions of more than Rs 50,000/-
The President of the Society must be consignoratory

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

[Signature]
VICE PRESIDENT
Hazara Co-Operative Farm
Service Centre Manshehra

[Signature]
DIRECTOR
Hazara Co-Operative Farm
Service Centre Manshehra

[Signature]
DIRECTOR
Hazara Co-Operative Farm
Service Centre Manshehra

1. Certified that the signatures of the Executive Body were obtained in presence.

[Signature]
PRESIDENT
Hazara Co-Operative Farm
Service Centre Manshehra

[Signature]
DIRECTOR
Hazara Co-Operative Farm
Service Centre Manshehra

[Signature]
Manager
Hazara Cooperative Farm
Service Center Limited
Manshehra

Registered this day dated 26-2-2009 and approved

[Signature]
District Officer/
Assistant Registrar
Cooperative Societies Manshehra

In the Court of SERVICE TRIBUNAL

WAKALAT NAMA

In Re _____ of 2013

Versus

BY THIS POWER OF ATTORNEY: -

I/we Raja Zahid

The above titled case do hereby constitute and appoint **MISS. S UMERA SWATI**, Advocate High Court, Mansehra as my/our ATTORNEY on my/our behalf to appear, act and plead and do all lawful acts and things in connection with the said case, to sign, verify, file or withdraw all proceedings, petitions, appeals, affidavit and application for compromise or withdrawal or for submission to arbitration of the said case to withdraw and receive documents and any money payable to me/us during course or on the conclusion of proceeding and to sign proper receipts, to engage or appoint any other advocate when he thinks proper.

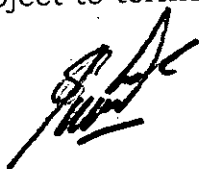
And hereby agree to ratify the Advocate do in the proceedings that he shall be entitled to withdraw from the prosecution of the case if the case if the whole or any part of the agreed fee remains unpaid.

Read over and accepted corrected by me/us this _____ day of _____ 201



Signature of Executant(s)

Accepted subject to terms mentioned above



MISS. S UMERA SWATI

Advocate High Court,
District Courts, Mansehra

SERVICE TRIBUNAL

3

- Raju Kohli

11/11

[Handwritten signature]



OFFICE OF
THE REGISTRAR, COOPERATIVE SOCIETIES
KHYBER PAKHTUNKHWA
PESHAWAR

O R D E R.

The posting/transfer of the following Sub-Inspectors working with Assistant Registrar, Cooperative Societies Chitral are hereby ordered with immediate effect.

S.#	Name	From	To
1- ✓	Raja Zahid,	Sub-Inspector with Assistant Registrar, Cooperative Societies, Chitral	Transferred and posted as Sub-Inspector, with Assistant Registrar Cooperative Societies, Nowshera against the vacant post.
2-	Mr. Ghulam Sarwar	Sub-Inspector with Assistant Registrar, Cooperative Societies, Chitral.	Transferred and posted as Sub-Inspector, with Assistant Registrar Cooperative Societies, Nowshera against the vacant post.

REGISTRAR
COOPERATIVE SOCIETIES
KHYBER PAKHTUNKHWA
PESHAWAR.

No. 59-66 /RCS/E-5(B) dated Peshawar 6/1 /2014

Copies are forwarded to: -

- 1- The District Accounts Officer, Chitral and Nowshera for information.
- 2- The Assistant Registrar, Cooperative Societies, Chitral and Nowshera for information and n/action.
- ✓ 3- The Officials concerned for information and compliance.
- 4- Personal file of the officials concerned for record.

REGISTRAR
COOPERATIVE SOCIETIES
KHYBER PAKHTUNKHWA
PESHAWAR.