Form- A FORM OF ORDER SHEET

1

	Case No	5277 /2021
S.No.	Date of order proceedings	Order or other proceedings with signature of judge
1	2	3
1-	24/05/2021	The appeal presented today by Mr. Hassan Gul Advocate may be entered in the Institution Register and put to the Worthy Chairman for proper order please.
		REGISTRAR
2-		This case is entrusted to S. Bench for preliminary hearing to be put
2		up there on _18/06/2 (
	· v	
	÷*	CHAIRMAN
	4	
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BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL, PESHAWAR

APPEAL NO. 577/2021

SHIFA NAYAB

VS

EDUCATION DEPTT:

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INDEX

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5.	Service Tribunal judgment	E	8-9
6.	Vakalat nama		10 🚓

APPELLANT

THROUGH:

HASSAN GUL ADVOCATE HIGH COURT CELL NO 0314-9959940

Note:

Sir,

Spare copies will be submitted After submission of the case.

BEFORE THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL, PESHAWAR

APPEAL NO. 5277 /2021

Khyber Pakhtukhwa Service Trionnal

Diary No. 53/7

Date 24/5/202

Pd:

Mrs. **SHIFA NAYAB**, SST (BPS-16) GGHS, GANDERI, **CHARSADDA** Personnel Number: 00864195

.....APPELLANT

VERSUS

- 1- The Government of Khyber Pakhtunkhwa through Chief Secretary, Khyber Pakhtunkhwa, Peshawar.
- 2- The Secretary (E&SE) Department, Khyber Pakhtunkhwa, Peshawar.
- 3- The Secretary Finance Department, Khyber Pakhtunkhwa, Peshawar.
- 4- The Accountant General, Khyber Pakhtunkhwa, Peshawar.
- 5- The Director of (E&SE) Department, Khyber Pakhtunkhwa, Peshawar.

......RESPONDENTS

APPEAL UNDER SECTION-4 OF THE KHYBER PAKHTUNKHWA SERVICES TRIBUNAL ACT, 1974 AGAINST THE IMPUGNED ACTION OF THE RESPONDENTS WHO VIDE THE SAME ARE ILLEGALLY AND UNLAWFULLY DEDUCTING THE CONVEYANCE ALLOWANCE OF THE APPELLANT DURING WINTER & SUMMER VACATIONS AND AGAINST IN ACTION OF THE DEPARTMENTAL APPEALLATE AUTHORITY WHO VIDE THE SAME DID NOT PASS ANY APPROPRIATE ORDER OVER THE DEPARTMENTAL APPEAL OF THE APPEALLANT WITHIN THE STATUTORY PERIOD OF 90 DAYS.

PRAYER:

That on acceptance of this appeal the respondents may kindly be ordered/directed not to make deduction of conveyance allowance during vacations period (Summer & Winter Vacations) and make the payment of all outstanding amount of Conveyance allowance which payment of all outstanding amount of Conveyance allowance which remedy which this august Tribunal deems fit that may also be Registrar awarded in favor of the appellant.

R/SHEWETH:

ON FACTS:

- 1- That the appellant is serving in the Elementary & Secondary Education Department as **SECONDARY SCHOOL TEACH BPS-16** quite efficiently and up to the entire satisfaction of their superiors.
- 2- That the Conveyance Allowance is admissible to all the Civil Servants and to this effect a Notification No. FD (PRC)1-1/2011 dated 14.07.2011 was issued. That later on vide revised Notification dated 20.12.2012 whereby the conveyance allowance for employees working in BPS 1 to 15 were enhance/revised while employees from

- 6- That the appellant also prayed to be treated alike through the principles of consistency for allowing such relief which was granted in appeal No 1452/2019 titled Maqsad Hayat versus Education Department in Judgment Dated 11.11.2019.
- 7- That where after the appellant waited for the statutory period of ninety days but no reply has been received from the respondents. That appellant feeling aggrieved and having no other remedy filed the instant service appeal on the following grounds amongst the others.

GROUNDS:

- A- That the action and inaction of the respondents regarding deduction of conveyance allowance for vacations period/months is illegal, against the law, facts, norms of natural justice.
- B- That the appellant has not been treated by the respondent Department in accordance with law and Rules on the subject noted above and as such the respondents have violated Article 4 and 25 of the constitution of Islamic Republic of Pakistan 1973.
- C- That the impugned action of the respondents is without any legal & lawful authority, discriminatory and in clear violation of fundamental rights duly conferred by the Constitution and is liable to be declared as null and void.
- D-That there is clear difference between leave and vacation as leave is applied by the Civil Servant in light Government Servant Revised Leave Rules, 1981 while the vacations are always announced by the Government, therefore under the law and Rules the appellant fully entitled for the grant of conveyance allowance during vacations period.

- E- That the Government Servants Revised Leave Rules, 1981 clearly explains that the civil servants who avail the vacations are allowed only one leave in a month whereas, the other civil servants may avail 04 days leave in a calendar months and the same are credited to his account and in this way he may avail 48 days earned leave with full pay, whereas the Government servants to avail vacation such as appellant is allowed one day leave in a month and twelve (12) days in a year and earned leave for twelve days in a year are credited to his account and there is no question of deduction of conveyance allowance for vacation period, the respondents while making the deduction of conveyance allowance lost sight of this legal aspect and illegally and without any authority started the recovery and deduction of conveyance allowance from appellant.
- F- That as the act of the respondents is illegal, unconstitutional, without any lawful authority and not only discriminatory but is also the result of malafide on the part of respondents.
- G- That appellant has the vested right of equal treatment before law and the act of the respondents to deprive the appellant from the conveyance/allowance is unconstitutional and clear violation of fundamental rights.
- H-That according to Government Servants Revised Leave Rules, 1981 vacations are holidays and not leave of any kind, therefore, the deduction of conveyance allowance in vacations is against the law and rules.
- I- That according to Article 38 (e) of the Constitution of Islamic Republic of Pakistan, 1973 the state is bound to reduce disparity in the income and earning of individuals including persons in the services of the federation, therefore in light of the said Article the appellant fully entitle for the grant of conveyance allowance during vacations.
- J- That the appellant seeks permission of this Honorable Tribunal to raise any other grounds available at the time of arguments.

It is therefore, most humbly prayed that the appeal of the appellant may be accepted as prayed for under the golden principals of consistency.

APPELLANT

SHIFA NAYAB THROUGH:

HASSAN GUL
ADVOCATE
HIGH COURT

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GOVERNMENT OF KHYBER PAXITUNKHWA FINANCE DEPARTMENT (REGULATION WING)

NO. FD/SO/SR-10/8-52/2012 Dated Peshawarithe: 20-12-2012

The Secretary to Govf. of Khyber Pakhtunkhwa, Pinance Department.

Paghawar.

All Administrative Scoreries is Govern of Fürgler Pakitterfühwis.

The Senior Member, Bosed of Reminie, Whyber Pakhadilinan

The Secretary to Governor Knyber Pakistankawa

The Secretary to Chief Minsser, Khyther Pakhtankhwa.

The Socretary, Provincial Aspertily, Knyber Pakallerkhara

All Heads of Anachea Departments in Knyber PakhiuhYhava Ar District Coordination Officersun Abyter Paklitunkfires.

An Polingal Agents / District & Somions ปักชวูธราก Khytter Politicarithms

The Registry, ਜ਼ਿਲਮੁਆਰਾ ਸੰਗੁਰਾ Costi. Peshilight

The Chairman Public Service Convebsion, Khyber Pokhtunkivka.

The Chairman, Bewises Thouad Kaybor Fakhturkhas

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REVISION IN THE RATE OF CONVEYANCE ALLOWANCE FOR THE CIVIL EMPLOYEES OF THE KHYBER PAKHTUNKHWA, PROVINCIAL GOVERNMENT BPS 1-19

Dear Sir.

The Government of Khyljer Pakhturáhvia has béjai pléased to enhance / revise one rate of Conveyance Allowance admissible to all the Provinces Civil Servants; Gove or physici Pathtonehiva (working in BRS-1 to BRS-15) w.e.f from 1° September, 2012 at the following rates. However, the conveyance allowance for employees in BFS-16 to BFS-19 will remain unchanged.

SNO BPS	EXISTING RATE (PM)	REVISED RATE (PM)
1-4	Rs. 1,500/-	Rs.1.700/-
2, 5-10	Pd.1,500/-	Rs.1,840/-
3, 11-15	8s-2,000/-	Rs.2,720/-
4. 16-19	/ Rs.5,000/·	Rs.5,000/-

Conveyance Allowance at the above rates per month shall be admissible to those SPS-17, 18 and 19 differs who have not been sanctioned eliteral vehicles

fours Faithfully

(Sahibzada Sacod Ahmad) Secretary Finance

Ends:: NO. 10080(8R-15)8-52/2012

Dated Pessiawar the 20th Decomber, 2017

A Copy is forwarded for information to these.

Appalantant General Parrider Pakiligerkhas, Pushembili,

Secrolaries to Gayernment of Punjab, South & Sabonstan Foreign Bypettment

All Automorphies / Semil Autonomous Scoles in Khydier Fakhtunkhala

INTIAZ AYUBI Adrillarial Scrawser (Rect)

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GOVERNMENT OF KHYBER PAKHTUNKHWA FINANCE DEPARTMENT (REGUALTION WING)

NO.FD/SO(SR-II)/52/2012 Dated Peshawar the: 20.12.2012

From

The Secretary to Govt: of Khyber Pakhtunkhwa. Finance Department, Peshawar.

То

- 1. All administrative Secretaries to Govt: of Khyber Pakhtunkhwa.
- 2. The Senior Member, Board of Revenue, Khyber Pakhtunkhwa.
- 3. The Secretary to Governor, Khyber Pakhtunkhwa.
- 4. The Secretary to Chief Minister, Khyber Pakhtunkhwa.
- 5. The Secretary, Provincial Assembly, Khyber Pakhtunkhwa.
- 6. All Heads of attached Departments in Khyber Pakhtunkhwa.
- 7. All District Coordination Officers of Khyber Pakhtunkhwa.
- 8. All Political Agents/District & Session Judge in Khyber Pakhtunkhwa.
- 9. The Registrar Peshawar High Court, Peshawar.
- 10. The Chairman Public Service Commission, Khyber Pakhtunkhwa.
- 11. The Chairman, Service Tribunal, Khyber Pakhtunkhwa.

Subject:

REVISION IN THE RATE OF CONVEYANCE ALLOWANCE FOR THE CIVIL EMPLOYEES OF THE KHYBER PAKHTUNKHWA, PROVINCIAL GOVERNMENT BPS-1-19

Dear Sir,

The Government of Khyber Pakhtunkhwa has been pleased to enhance/revise the rate of Conveyance Allowance admissible to all the Provincial Civil Servants Govt: of Khyber Pakhtunkhwa (working in BPS-1 to BPS-15) w.e.f. from 1st September, 2012 at the following rates. However, the conveyance allowance for employees in BPS-16 to BPS-19 will remain unchanged.

S.No.	BPS	Existing Rate (PM)	Revised Rate (PM)
1.	1-4	Rs. 1,500/-	Rs. 1,700/-
2.	5-10	Rs. 1,500/-	Rs. 1,840/-
3.	11-15	Rs. 2,000/-	Rs. 2,720/-
4.	16-19	Rs. 5,000/-	Rs. 5,000/-

Conveyance Allowance at the above rates per month shall be admissible to those BPS-17
 and 19 officers who have not been sanctioned official vehicle.

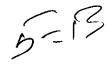
Your Faithfully

(Sahibzada Saeed Ahmad) Secretary Finance

Endst No. FD/SO(SR-II)8-52/2012 Dated Peshawar the 20th December, 2012

MO

Dist. Govt. KP-Provincial District Accounts Office Chausaida Monthly Salary Statement (March-2021)





Personal Information of Mr SHIFA NAYAB d/w/s of MOHAMMAD KAMAL SHAH

Personnel Number: 00864195

CNIC: 1710248038894

NTN

Date of Birth: 13.04.1992

Entry into Govt. Service: 11.05,2017

Length of Service: 03 Years 10 Months 022 Days

Employment Category: Active Temporary

Designation: SECONDARY SCHOOL TEACHER

80001167-DISTRICT GOVERNMENT KHYBE

DDO Code: CA6217-GOVT, GIRLS HIGH SCHOOL GANDERI CHARSADD

Payroll Section: 001

GPF Section: 001

Interest Applied: No

Cash Center:

Vendor Number: -

Pay and Allowances:

GPF A/C No:

Pay scale: BPS For - 2017

Pay Scale Type: Civil

GPF Balance:

BPS: 16

Pay Stage: 4

	Wage type	Amount		Wage type	Amount
0001	Basic Pay	24.990.00	1000	House Rent Allowance	2,727,00
1210	Convey Allowance 2005	5,000.00	1560	Science Teaching Allowan	290.00
1947	Medical Allow 15% (16-22)	1,500.00	2211	Adhoc Relief All 2016 10%	1.588.000
2224	Adhoc Relief All 2017-10%	2.499.00	2247	Adhoc Rehef All 2018 10%	1 100 00
2264	Adhoc Relief All 2019 10%	2,499.00			1 11

Deductions - General

· .	Wage type	Amount		Wage type	Amount
3016	GPF Subscription	-3,340.00	3501	Benevolent Fund	-1.500.00
3534	R. Ben & Death Comp Fresh	-650.00	3990	Emp.Edu, Fund KPK	-150,00

Deductions - Loans and Advances

Loan	Descri	ption	Principal amount	Deduction	Bulance
Deductions - I		d till MAR-2021;	0.00 Exemple	d: 0.00 Reco	vendie: () 90
Gross Pay (Rs	s.): / 43,502.00 \	Deductions: (Rs.):	-5,640.00	Net Pay: (Rs.):	37,862,00
Account Num Bank Details: Leaves:), 240292 TANGI TAN Availed:	G1. Eamed:	Balance:	- -
	7	,	• .	hi lina - e	
Permanent Ad	ldress:				
City: R	,	Domicile: -		Housing St	atus: No Official
Temp. Addres	5.				



Dist. Govt. NWFP-Provincial District Accounts Office Charsadda Monthly Salary Statement (June-2019)



Personal Information of Mr SHIFA NAYAB d/w/s of MOHAMMAD KAMAL SHAH

Personnel Number: 00864195

CNIC: 1710248038894

Date of Birth: 13.04,1992

Entry into Govt. Service: 11.05.2017

Length of Service: 02 Years 01 Months 021 Days

Employment Category: Active Temporary

Designation: SECONDARY SCHOOL TEACHER

80001167-DISTRICT GOVERNMENT KHYBE

DDO Code: CA6217-GOVT. GIRLS HIGH SCHOOL GANDERI CHARSADD Payroll Section: 001

Interest Applied: No

Cash Center:

GPF Section: 001

GPF Balance:

64,110,00

GPF A/C No: Vendor Number: -

Pay and Allowances:

Pay scale: BPS For - 2017

Pay Scale Type: Civil

Pay Stage: 2

	Wage type	Amount		Wage type	Amount
0001	Basic Pay	21,950.00	1000	House Rem Allowance	2,727.00
1560	Science Teaching Allowan	200.00	1947	Medical Aliow 15% (16-22)	1,500,00
2211	Adhoc Relief All 2016 10%	1,588.00	_	Adhoc Relief All 2017 10%	2,195,00
2247	Adhoc Relief All 2018 10%	2,195.00		Adj Conveyance Allowance	2.500.00

Deductions - General

	Wage type	Amount		Wage type	Amount
3016	GPF Subscription - Rs3340	-3,340.00	3501	Benevolent Fund	-800,00
3534	R. Ben & Death Comp Fresh	-650.00	3609	Income Tax	-60,00
3990	Emp.Edu. Fund KPK	-150.00			0.00

Deductions - Loans and Advances

Loan	Descri	ption	Principal amount	t Deduction	Balance
Deductions Payable:	- Income Tax 1,000.00 Recovered	d till JUN-2019: 6	500.00 Exempte	ed: 400.00 Reco	verable; (1,0)
Account Nu	Rs.): 34.855.00 e: SHIFA NAYAB imber: 1001288 s: MCB BANK LIMITEI	Deductions: (Rs.): 0, 240292 TANGI TANG	-5,000.00 ·	.Net Pay: (Rs.):	29,855.00
Leaves:	Opening Balance:	Availed:	Earned:	Balance:	
Permanent A City: R Temp. Addr		Domicile: -		Housing St	atus; No Official
City:		Email: shifanayab2	2@umail.com		



Errors & omissions excepted

To

7-17

The Secretary (E&SE) Department, Khyber Pakhtunkhwa, Peshawar.

Subject:

DEPARTMENTAL APPEAL AGAINST THE IMPUGNED ACTION OF THE CONCERNED AUTHORITY BY ILLEGALLY AND UNLAWFULLY DEDUCTING THE CONVEYANCE ALLOWANCE DURING WINTER & SUMMER VACATIONS

Respected Sir,

With due respect it is stated that I am the employee of your good self Department and is serving as SST (BPS-16) quite efficiency and up to the entire satisfaction of the superiors. It is stated for kind information that Conveyance Allowance is admissible to all the civil servants and to this effect a Notification No. FD (PRC) 1-1/2011 dated 14.07.2011 was issued. Later ion vide revised Notification dated 20.12.2012 whereby the conveyance allowance for employees working in BPS 1 to 15 were enhance/revised while employees from BPS-15 to 19 have been treated under the previous Notification by not enhancing their conveyance allowance. Respected Sir, I was receiving the conveyance allowance as admissible under the law and rules but the concerned authority without any valid and justifiable reasons stopped/deducted the payment of conveyance allowance under the wrong and illegal pretext that the same is not allowed for the leave period. One of the employee of Education Department in Islamabad filed service appeal No.1888 (R) CS/2016 before the Federal Service Tribunal, Islamabad regarding conveyance allowance which was accepted by the Honorable Service Tribunal vide its judgment dated 03.12.2018. That the august K.P.K service tribunal also allowed the restoration of the convence allowance in its judgment dated 11.11.2019 in appeal No 1452/2019 titled Maqsad Hayat versus Education Derpartment. Copy attached. That I also the similar employee of Education Department and under the principle of consistency I am also entitled for the same treatment meted out in the above mentioned service appeal but the concerned authority is not willing to issue/grant the same conveyance allowance which is granting to other employees. Copy attached. I am feeling aggrieved from the action of the concerned authority regarding deduction of conveyance allowance in vacations period/months preferred this Departmental appeal before your good self.

It is therefore, most humbly prayed that on acceptance of this Departmental appeal the concerned authority may very kindly be directed the conveyance allowance may not be deducted from my monthly salary during the winter & summer vacations.

Dated: 19.01.2021

Your Obediently

SHIFA NAVAR

BEFORE THE KHYBER PAKHTUNKHWA SERVICE IRIBUNA

APPEAL NO. 1452 /2019

24/10/201

Mr. Maqsad Hayat, SCT (BPS-16), GHS Masho Gagar, Peshawar......

APPELLANT

VERSUS

1- The Government of Khyber Pakhtunkhwa through Chief Secretary, Khyber Pakhtunkhwa, Peshawar.

2- The Secretary (\$8SE) Department, Khyber Pakhtunkhwa, Peshawar.

3- The Secretary Finance Department, Khyber Pakhtunkhwa, Peshawar.

4- The Accountant General, Khyber Pakhtunkhwa, Peshawar.

5- The Director (E&SE) Department, Khyber Pakhtunkhwa, Peshawar.

RESPONDENTS

APPEAL UDNER SECTION-4 OF THE KHYBER PAKHTUNKHWA SERVICE TRIBUNAL ACT, 1974 AGAINST THE IMPUGNED ACTION OF THE RESPONDENTS BY ILLEGALLY AND UNLAWFULLY DEDUCTING THE CONVEYANCE ALLOWANCE OF THE APPELLANT DURING WINTER & SUMMER VACATIONS AND AGAINST NO ACTION TAKEN ON THE DEPARTMENTAL APPEAL OF APPELLANT WITHIN THE STATUTORY PERIOD OP NINETY DAYS.

PRAYER:

That on acceptance of this appeal the respondents may kindly be directed not to make deduction of conveyance allowance during vacations period (Summer & Winter Vacations) and make the payment of all outstanding amount of Conveyance allowance which have been deducted cotto-day previously with all back benefits. Any other remedy which this august Tribunal deems fit that may also be awarded in favor of the appellant.

R/SHEWETH: ON FACTS:

71/10/19

- 1- That the appellant is serving in the elementary and secondary education department as Certified Teacher (BPS-15) quite efficiency and up to the entire satisfaction of the superiors.
- 2- That the Conveyance Allowance is admissible to all the civil servants and to this effect a Notification No. FD. (PRC) 1-1/2011 dated 14.07.2011 was issued. That later ion vide revised Notification dated 20.12.2012 whereby the conveyance allowance for employees

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Affleat No 145 - 1 xor 1
Marbad Hayat vs Giort 9

11.11.2019

Counsel for the appellant present.

Learned counsel referred to the judgment passed by learned Federal Service Tribunal in Appeal No. 1888(R)CS/2016 which was handed down on 03.12.2018. Through the said judgment the issue of payment of Conveyance Allowance to a civil servant during summer and winter vacations was held to be within his entitlement and the deduction already made from him was to be reimbursed. Similar reference was made to the judgment by Honourable Peshawar High Court passed on 01.10.2019 in the case of appellant.

Learned counsel, when confronted with the proposition that the issue, in essence, was dilated upon by the Federal Service Tribunal and, more particularly, by the Honourable Peshawar High Court in the case of appellant, stated that in case the respondents are required to execute the judgment of Peshawar High Court, the appellant will have no cavil about disposal of instant appeal.

The record suggests that while handing down judgment in the Writ Petition preferred by the appellant, the Honourable High Court not only expounded the definition of "Pay" as well as "Salary" but also entitlement of a civil servant for the Conveyance Allowance during the period of vacations. It is important to note that the respondents were represented before the High Court during the proceedings.

In view of the above noted facts and circumstances and in order to protect the appellant from a fresh round of litigation which may protract over a formidable period, the appeal in hand is disposed of with observation that the judgment of Honourable Peshawar High Court passed in Writ Petitions including W.P. No. 3162-P/2019 shall be honoured and implemented by the respondents within shortest possible time. The appellant shall, however, be at liberty to seek remedy in accordance with law in case his grievance is not redressed by the respondents within a

reasonable time.

File be consigned to the record.

ATVESTE

Peshawat

ANNOUNCED

11-1-11-2019

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Chairman

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VAKALATNAMA

	OF 2021
	OF 2021
	(APPELLANT)
HIFA NAYAB	(111 1 200 1111)
	(PLAINTIFF)
	(PETITIONER)
v	
	VERSUS
ŧ	
	(RESPONDENT)
ducation Department	(DEFENDANT)
We SHIFA NAYAB	
eshawar to appear, plead, or me/us as my/our Cour ny liability for his default a	onstitute HASSAN GUL , Advocate , High Court act, compromise, withdraw or refer to arbitration asel/Advocate in the above noted matter, without and with the authority to engage/appoint any other cost. I/we authorize the said Advocate to denosite
eshawar to appear, plead, r me/us as my/our Courny liability for his default advocate Counsel on my/ouithdraw and receive on n	act, compromise, withdraw or refer to arbitration nsel/Advocate in the above noted matter, withou and with the authority to engage/appoint any othe or cost. I/we authorize the said Advocate to deposit
r me/us as my/our Courny liability for his default advocate Counsel on my/ou ithdraw and receive on neposited on my/our accour	act, compromise, withdraw or refer to arbitration asel/Advocate in the above noted matter, without and with the authority to engage/appoint any other cost. I/we authorize the said Advocate to depositing/our behalf all sums and amounts payable or
eshawar to appear, plead, or me/us as my/our Courny liability for his default advocate Counsel on my/ou ithdraw and receive on neposited on my/our accour	act, compromise, withdraw or refer to arbitration neel/Advocate in the above noted matter, without and with the authority to engage/appoint any other cost. I/we authorize the said Advocate to deposit my/our behalf all sums and amounts payable on tin the above noted matter.
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eshawar to appear, plead, or me/us as my/our Cour ny liability for his default a dvocate Counsel on my/ou ithdraw and receive on neposited on my/our accour	act, compromise, withdraw or refer to arbitration is neel/Advocate in the above noted matter, without and with the authority to engage/appoint any other cost. I/we authorize the said Advocate to deposit my/our behalf all sums and amounts payable on the in the above noted matter. CLIENT
Peshawar to appear, plead, or me/us as my/our Courany liability for his default and vocate Counsel on my/ou withdraw and receive on neposited on my/our accourage.	act, compromise, withdraw or refer to arbitration insel/Advocate in the above noted matter, without and with the authority to engage/appoint any other cost. I/we authorize the said Advocate to deposit my/our behalf all sums and amounts payable on the in the above noted matter.