

## IN THE HIGH COURT OF SINDH AT KARACHI

### Constitutional Petition No. D - 2378 of 2019

Present: Ahmed Ali M. Shaikh, CJ & Omar Sial, J

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Petitioners : 1. Syed Zahid Ali (in person)  
2. Raeesa Naz  
3. Syeda Shama Mushtaq  
4. Allah Nawaz Memon

Respondents : Director General NAB & Others  
through Mr. Zahid Hussain Baladi, Special  
Prosecutor NAB

### ORDER

**Omar Sial, J.** The petitioners have sought a review of an order dated 25.04.2019 passed by this Court.

2. The background to the present application is that a housing scheme by the name of Sachal Sarmast Town was initiated by Humair Builders. Money was taken from the allottees but they were not handed over possession of their plots nor any money reimbursed to them. The petitioners are allegedly affected allottees. NAB took cognizance of the cheating public at large and filed Reference No. 4 of 2011 against the proprietors of Humair Builders. The proprietors of Humair Builders filed an application seeking plea bargain which was accepted by the Chairman, NAB and approved by the learned trial court on 18-8-2014. The operative part of the said order is as follows:

*“22. In view of the above discussions, the application moved by Director General NAB for approval of plea bargain of accused persons is allowed in the following terms:*

- (i) To register leases with the Sub-Registrar in favour of allottees/ effectees/ claimants, their authorized representatives and successors-in-interest in Sachal Sarmast Town on the basis of terms and conditions of original booking including outer development charges and to refund the amounts of those allottees/ effectees/claimants alongwith 10% markup who desire refund instead of getting plots within six months through NAB by way of deposit of original documents with the NAB;*
- (ii) To handover physical possession of plots to all the lessees/allottees/ effectees/claimants in Sachal Sarmast Town through NAB under possession letter;*
- (iii) To return the amounts to the allottees/effectees/claimants who have been granted double allotment of excess allotment alongwith 10% markup per annum from the date of receipt of final payment by M/s. Humair Associates Builders (Pvt.) Limited;*

(iv) *In case, accused persons fail to fulfill the terms and conditions of plea bargain within the stipulated period of six months, the NAB is at liberty to proceed against them in accordance with law."*

3. The petitioners claimed that they were not given possession of the plot bought by them and accordingly moved applications before the learned trial court on the ground that the order dated 18-8-2014 passed by the learned trial court had been violated. The learned trial court on 14-3-2019 passed an order dismissing the contempt applications on the ground that if the terms of the plea bargain had not been complied with, NAB was empowered to proceed against the accused in accordance with law. This order of 14-3-2019 was challenged by the petitioners before this Court but this Court too dismissed the challenge vide its order dated 25-4-2019. The petitioners have now sought a review of the order of this Court.

4. We have heard the petitioner No.1 in person as well as the learned Special Prosecutor, NAB.

5. As mentioned by the trial court in its order dated 14-3-2019 and in the order impugned in these proceedings, if a term of the plea bargain has been violated by the convictees in Reference No. 4 of 2011 the petitioners could have approached the NAB within the period stipulated in the plea bargain i.e. 6 months from 18-8-2014. Syed Zahid Ali and Syeda Shama Mushtaq filed their applications before the NAB on 01.10.2018 whereas Allah Nawaz Memon filed his application on 29.08.2018 which is very much beyond the timeframe given to them in the aforesaid order.

6. The petitioners have been unable to point out any flaw in the impugned order which would necessitate a review. Accordingly the application stands dismissed.

JUDGE

CHIEF JUSTICE