

(13)

Or.....06
23.10.2021

Parties present. The counsel for the defendants also present. The junior of the counsel for the plaintiffs once again sought adjournment on the ground that his senior can't come for arguments. Adjourned for last time with directions to the plaintiffs to produce their counsel for arguments, otherwise, the order will be announced on the available record.

File is to come up for arguments of plaintiff's counsel and order on 28.10.2021.



(Rehmat Ullah Wazir)
Civil Judge-I,
Orakzai at Baber Mela

Or.....07
28.10.2021

Presence as before.

Through my this single order, I intend to dispose off an application u/o 07-R-11 CPC for rejection of plaint filed by the defendants no. 01 to 04 against the plaintiffs.

This application was strongly contested by the other party by filing replication and forwarding arguments thereto.

Brief facts of the case are that the plaintiffs filed the instant suit for declaration-cum-perpetual and mandatory injunction to the effect that the plaintiffs are the owners of the land of GMS, GHS Sra-Khona, which was provided by the predecessor of the plaintiffs namely Meer Hassan for the construction of the said schools, in which the GMS has been constructed 16 years ago. That with the consent of the predecessor of the plaintiffs, the defendants no. 01 to 04 were appointed as chowkidars in the said Middle School. That some 05/6 years ago, the predecessor of the plaintiffs provided land for the construction of the high section of the said school, which is now a built up one. That in future,

collusion with the defendants no. 01 to 04 is going to appoint these defendants, which is illegal, ineffective upon the rights of the plaintiffs. That the defendants be restrained from making the said appointments and be directed to act upon the promise and entitlement and appoint the plaintiffs.

Continue.....



Rehmat Ullah Wazir
Civil Judge/JM-I
Orakzai at (Babar Mela)

(W)

Or.....07
Continued
28.10.2021

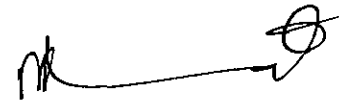
vacancies would be created in the said high section and would be filled. That the defendant no. 05 as per his verbal promise is bound to appoint the plaintiffs in the said vacancies but he in

Arguments heard and record perused.

After hearing of arguments and perusal of the record, I am of the opinion that the crux of the instant suit is the so-called verbal promise of the defendant no. 05 with the plaintiffs through which the Class-IV jobs in the said school were to be given to the plaintiffs. The suit vacancies are public offices as per the law and the same are required to be filled through public competition which is to be open for the whole public of District Orakzai for participation. This is against law and public policy to purchase a public office through any consideration that may be the transfer of land etc. Thus, the alleged verbal agreement between the parties is clearly illegal and against the public policy, thus, hit by sec. 23 of the Contract Act, 1872, the specific performance whereof could not be granted. Guidance in this respect is derived from SCMR 1997, page 855. Further, the vacancies are admittedly not yet announced rather the same would be announced in future. Thus, in the light of the aforesaid findings, the application in hand is accepted and the plaint of the plaintiffs is rejected being not maintainable in the eyes of law with costs.

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

Announced
28.10.2021



(Rehmat Ullah Wazir)
Civil Judge-I,
Orakzai at Baber Mela