

**BEFORE THE SUPREME JUDICIAL COUNCIL**  
Supreme Court Building, Islamabad

**Present:**

Justice Qazi Faez Isa, CJP, SCP	Chairman
Justice Sardar Tariq Masood, Judge, SCP	Member-I
Justice Syed Mansoor Ali Shah, Judge, SCP	Member-II
Justice Muhammad Ameer Bhatti, CJ, LHC	Member-III
Justice Naeem Akhtar Afghan, CJ, HCB	Member-IV

**Complaints No. 586, 589, 592, 595, 596, 597,  
600, 601 and 609 of 2023/SJC**

Re: Justice Sayyed Mazahar Ali Akbar Naqvi, Judge,  
Supreme Court of Pakistan.

S. No	Title & No. of Complaint	Date filed on
1.	Mian Dawood Against Mr. Justice Sayyed Mazahar Ali Akbar Naqvi, Judge, Supreme Court of Pakistan <b>No. 586/2023 /SJC</b>	24.02.2023
2.	PML (N) Lawyers Forum Punjab, through it General Secretary Zahid Hussain Malik, Additional Secretary Khalid Nawaz Ghumman and Vice President Rushda Lodhi, Advocates High Court Against Mr. Justice Sayyed Mazahar Ali Akbar Naqvi, Judge, Supreme Court of Pakistan <b>No. 589/2023 /SJC</b>	06.03.2023
3.	Pakistan Bar Council through its Vice Chairman and Chairman Executive Committee, Supreme Court Building Islamabad Against Mr. Justice Sayyed Mazahar Ali Akbar Naqvi, Judge, Supreme Court of Pakistan <b>No. 592/2023 /SJC</b>	10.03.2023
4.	Ghulam Murtaza Khan Against Mr. Justice Sayyed Mazahar Ali Akbar Naqvi, Judge, Supreme Court of Pakistan <b>No. 595/2023 /SJC</b>	21.03.2023
5.	Khyber Pakhtunkhwa Bar Council Through its Vice chairman and Chairman Executive committee Bar Council Against Mr. Justice Sayyed Mazahar Ali Akbar Naqvi, Judge,	01.04.2023

	Supreme Court of Pakistan <b>No. 596/2023 /SJC</b>	
6.	Balochistan Bar Council Through its Chairman Executive Committee and Member Judicial Commission of Pakistan (Balochistan) Against Mr. Justice Sayyed Mazahar Ali Akbar Naqvi, Judge, Supreme Court of Pakistan <b>No. 597/2023 /SJC</b>	03.04.2023
7.	Punjab Bar Council Through its Vice chairman and Chairman Executive Committee Against Mr. Justice Sayyed Mazahar Ali Akbar Naqvi, Judge, Supreme Court of Pakistan <b>No. 600/2023 /SJC</b>	13.04.2023
8.	Islamabad Bar Council Through its Vice chairman and Chairman Executive Committee Against Mr. Justice Sayyed Mazahar Ali Akbar Naqvi Judge, Supreme Court of Pakistan <b>No. 601/2023 /SJC</b>	13.04.2023
9.	Sindh Bar Council through its Vice Chairman, Karachi Against Mr. Justice Sayyed Mazahar Ali Akbar Naqvi, Judge, Supreme Court of Pakistan <b>No. 609/2023 /SJC</b>	27.04.2023

Dates of Hearing: 27.10.2023, 20.11.2023, 21.11.2023  
22.11.2023, 14.12.2023, 11.1.2024  
15.2.2024, 16.2.2024, 29.2.2024  
and 1.3.2024.

### OPINION

(reported under Article 209(6) of the  
Constitution of the Islamic Republic of Pakistan.)

**Qazi Faez Isa, CJ/Chairman.** Ten complaints were filed against Justice Sayyed Mazahar Ali Akbar Naqvi (**Justice Naqvi**) in February, March and April of 2023. The former Chief Justice, Justice Umar Ata Bandial, on 27 May 2023 referred the complaints to Justice Sardar Tariq Masood for his opinion, pursuant to paragraph 7(1)(a) of the Supreme Judicial Council Procedure of Enquiry, 2005 (**the Procedure**). In complaints No. 585, 589 and 595 of 2023 Justice Sardar Tariq Masood rendered his opinion on 25 September 2023, in respect of complaint No. 586 of 2023 it was given on 21 September 2023, and with regard to complaints No. 592, 596, 597, 600, 601 and 609 of 2023 opinion was rendered on 22 September 2023.

2. The complaints together with the aforesaid opinions were put before the Supreme Judicial Council ('SJC'). On 27 October 2023 the SJC deliberated upon the matter and decided to call upon Justice Naqvi to respond to the allegations which had been levelled in the complaints within fourteen days. Copies of the complaints were provided to Justice Naqvi. Instead of submitting his reply Justice Naqvi sought the minutes, dated 4 March 2020, of the meeting of the Judicial Commission of Pakistan ('JCP'). The Secretary of the SJC *vide* letter dated 7 November 2023 responded as under:

Dear Sir,

With reference to your letter dated 2<sup>nd</sup> November, 2023, requesting for the minutes of the meeting dated 4<sup>th</sup> March, 2020 of the Judicial Commission of Pakistan constituted under Article 175A of the Constitution of the Islamic Republic of Pakistan.

Sir, I respectfully submit that it is not within my constitutional and legal jurisdiction to provide you with a copy of the said minutes.

The Judicial Commission of Pakistan has also made rules pursuant to Article 175A(4) of the Constitution. Rule 5(4) of the Judicial Commission of Pakistan Rules, 2010, states that "the proceedings of the Commission shall be held in camera".

Sir, I am confident that you will not want me to act in contravention of the Constitution and the law, and with respect, you may be graciously pleased to withdraw your said request.

I remain,

Yours sincerely,

(Jazeela Aslam)  
Registrar/Secretary'

Through letter dated 10 November 2023, which was titled 'Preliminary reply to show cause notice dated October 28, 2023...' Justice Naqvi raised a number of 'objections' but he did not submit a reply to the allegations levelled against him in the complaints.

3. The SJC next met on 20 November 2023. Justice Naqvi and his counsel were present and wanted to see the earlier order of the SJC and the opinions which had been rendered on the complaints. The same were

shown to them. The SJC adjourned to meet on 21 November 2023 when one of the complainants filed additional documents in support of the allegations which he had levelled in his complaint; copy whereof was provided to Justice Naqvi. On 22 November 2023 the SJC dismissed Complaint No. 585 of 2023. And, after hearing the complainants, in the presence of Justice Naqvi and his learned counsel, the allegations were formulated and a revised show-cause notice was issued and Justice Naqvi was called upon to respond thereto.

4. The show-cause notice, dated 22 November 2023, which was issued to Justice Naqvi enumerated ten allegations, reproduced hereunder:

**'Allegation No. 1.** That Justice Naqvi is approachable and had cases fixed before him and provided relief in such cases. Reference is made to the case of *Ghulam Mehmood Dogar v Federation of Pakistan* (CPLA No. 3988/2022) and the orders passed therein and to three recordings purportedly between: (1) former Chief Minister of Punjab, Ch. Pervez Elahi, and Mr. Jehangir A. Jhoja, Advocate, (2) Mr. Abid Z. Zuberi, Advocate Supreme Court, and Ch. Pervez Elahi, and (3) Ch. Pervez Elahi and Justice Naqvi. And, that in a service matter the Chief Election Commissioner was called for and notice with regard to the holding of elections to the dissolved Provincial assemblies of the Punjab and Khyber Pakhtunkhwa was taken up.'

**'Allegation No. 2:** Justice Naqvi acquired property bearing No. 100, situated at Saint Johns Park, Lahore Cantonment, Lahore, measuring 1983.77 square yards, from Ch. Muhammad Shahbaz son of Allah Ditta and his son, Muhammad Hassan Shahbaz, on 25 June 2022 through registered sale deed showing sale consideration to be 106,842,000 rupees, but its market price was around 500,000,000 rupees; that he did not have sufficient income tax paid/declared money to justify the purchase of the property; that he had thrice revised his income tax/wealth statement in order to justify that he had the money to buy the said property.'

**'Allegation No. 3:** The owner of property bearing No. 100, Saint Johns Park, Lahore Cantonment, Lahore was Dr. Bisma Warsi who died in the year 2020 leaving behind a husband and three minor sons as her legal heirs, respectively, (1) Ch. Muhammad Shahbaz (husband), (2) Muhammad Hassan Shahbaz (son), whose date of birth is 3 June 2004, (3) Hussain Shahbaz Warsi (son), whose date of birth is 25 March 2007, and (4) Ali Hamza Shahbaz Warsi (son), whose date of birth is 19 August 2008. However, the property was sold by Ch. Muhammad Shahbaz and Muhammad Hassan by depriving two legal heirs, namely, Hussain Shahbaz Warsi and Ali Hamza Warsi. That Justice Naqvi had heard Writ Petition

No. 26248/2012 as a Judge of the Lahore High Court and had passed order dated 17 December 2012 and learnt of the said property and of Dr. Bisma Warsi, and then misused his office to do the following:

- (a) Facilitated filing of a *suit for declaration* by and through Ch. Muhammad Shahbaz wherein only one son of late Dr. Bisma Warsi was arrayed as plaintiff, namely, Muhammad Hassan Shahbaz Warsi, who was a minor, and without disclosing the other two legal heirs, that is sons of Dr. Bisma Warsi. The suit was filed against the *public at large* seeking a declaration that the plaintiffs were the only legal heirs of Dr. Bisma Warsi.
- (b) The suit, filed on 12 February 2021, was decreed on 31 March 2021 with extraordinary speed.
- (c) That there is no concept in law of a *suit for declaration* with regard to the subject matter.
- (d) That on the basis of the decree passed in the said suit you exercised your influence with the Military Estate Office and Lahore Cantonment to get the said property put into the names of the plaintiffs, which was done on 24 June 2022.
- (e) That on the very next day, that is, 25 June 2022, the said property was purchased by Justice Naqvi.
- (f) Non-judicial stamp paper of 1,069,420 rupees on the sale deed was purchased by Justice Naqvi on 23 June 2022, when the property was not in the name of the said sellers.

And, that these facts taken together confirm that extraordinary influence was exercised over the court and government officers/officials by Justice Naqvi by misusing his office and in doing so had deprived two legal heirs.'

**'Allegation No. 4:** That Justice Naqvi bought Plot No. 144, Block E-1, situated in Gulberg-3, Lahore, measuring 2 *kanals* and 4 *marlas*, for a declared price of 60,000,000 rupees, but since he did not have this amount of income tax paid/declared money, therefore, he showed that he had sold Plot No. 375, Phase-2, DHA, Gujranwala Cantonment, for 60,000,000 rupees though he had purchased it for 4,700,000 rupees.'

**'Allegation No. 5:** One commercial plot, measuring 100 square yards, and one residential plot, measuring 500 square yards, were given to Justice Naqvi's son, Syed Tasadduq Murtaza Naqvi, respectively, in Lahore Smart City and Capital Smart City, and another commercial plot, measuring 100 square yards and residential plot, measuring 500 square yards, were given to another son of Justice Naqvi, namely, Syed Tasadduq Mustafa Naqvi, at heavily discounted price by

the owner of the said projects, namely, Zahid Rafique, for the reason that Justice Naqvi facilitated his business affairs by misusing his office and by granting undue favours to him.'

**'Allegation No. 6:** Three plots of 1 *kanal* each, respectively (1) Plot No. 222, Block-B, Park Road, Federal Government Employees Housing Foundation, Islamabad, (2) Plot No. 357, Street No. 9, Block-A, Park Road, Federal Government Employees Housing Foundation, Islamabad, and (3) Plot No. 249, Street No. 11, G-17/1, Supreme Court Employees Cooperative Housing Society, Islamabad, were purchased by Justice Naqvi illegally and without having sufficient income tax paid/declared money.'

**'Allegation No. 7:** A property known as 'Allied Plaza', situated in Civil Lines, Gujranwala, though owned by Justice Naqvi is not declared by him in his income tax returns and wealth statements.'

**'Allegation No. 8:** Justice Naqvi's accumulation of properties and the amount that he has spent, and is spending, on his house which he is constructing on Plot No. 100, Saint Johns Park, Lahore Cantonment, Lahore is without known sources of income/savings a Judge, which is evidence of corruption.'

**'Allegation No. 9:** Office bearing No. 12, situated in Dayal Singh Mansion, Lahore, of the Evacuee Trust Property Board, was rented out to Justice Naqvi's sons well below the market rent and this was done on account of the influence by Justice Naqvi misusing his office.'

**'Allegation No. 10:** Justice Naqvi misused his office to prevail upon government controlled organizations and statutory corporations, such as the National Highways Authority, to appoint his sons as legal advisors/panel advocates to them.'

5. SJC's order of 22 November 2022 concluded as under:

'Therefore, it is decided that Justice Naqvi be called upon to submit his explanation to the above allegations and to explain that he is:

A. *Untouched by greed*, which Article-II of Code of Conduct issued by the SJC proscribes.

B. Is *above reproach* as mandated by Article-III of the Code of Conduct.

C. Is *free from impropriety* as expected of a Judge in his official and private affairs as mandated by Article-III of the Code of Conduct.

D. That he did not *decline to act in a case involving his own interest* and those of his *near relations and close friends* as mandated by Article-IV of the Code of Conduct.

E. That he did not refrain from entering into or continuing any business dealing with any party to a case before him as mandated by Article-IV of the Code of Conduct.

F. That his actions are not swayed by consideration of personal advantage as mandated by Article-IV of the Code of Conduct.

G. That he did not engage in any public controversy as stipulated in Article-V of the Code of Conduct.

H. That he was not involved, either on his own behalf or on behalf of others, in litigation as stipulated in Article-VI of the Code of Conduct.

I. That he did not employ the influence of his position to gain undue advantage as proscribed in Article-VI of the Code of Conduct.

J. That he did not receive gifts or favours in consequence of the office of Judge as proscribed in Article-VI of the Code of Conduct.

The show-cause notice dated 22 November 2023, issued to Justice Naqvi, reproduced the aforesaid from the order of the SJC.

6. Justice Naqvi was called upon to submit his reply within fourteen days but he did not do so. The SJC next met on 14 December 2023 and its proceedings were noted in the order of the same date, as under:

1. An application has been submitted today by Justice Sayyed Mazahar Ali Akbar Naqvi (**Justice Naqvi**) that the proceedings of the Supreme Judicial Council (**SJC**) be made open. The Chairman and the Members of the SJC enquired from the complainants whether they have any objection and they said they do not. It was, therefore, unanimously agreed to open the proceedings to the public and the SJC relocated to courtroom No. 1.

2. Show cause notice dated 24 November 2023 was issued to Justice Naqvi requiring him to submit his reply/explanation within fourteen days, however, it has still not been submitted. Learned counsel representing Justice Naqvi stated that the reply was not filed but an application dated 9 December 2023 has been submitted, stating that until the Constitution Petitions filed by Justice Naqvi are first decided the SJC should not proceed, and once the Constitution Petitions are decided only then will a reply to the show cause notice shall be submitted. The learned counsel states that there are two precedents in this regard, firstly, in the case of Justice Shaukat Aziz Siddiqui and, secondly, in the case of Justice Qazi Faez Isa.

3. The two cited matters are part of the judicial record of the Supreme Court and open to the public. Justice Shaukat Aziz Siddiqui had submitted replies to the show cause notices and Justice Qazi Faez Isa had also done so which was filed in Constitution Petition No. 17/2019; a 59 page reply was submitted in respect of the Special Reference No. 1/2019/SJC on 31 July 2019, within the allotted fourteen days time, and another comprising of 27 pages with regard to Reference No. 417/2019/SJC was submitted on 31 July 2019, which was also filed within fourteen days. The request of the learned counsel is not supported by the Constitution, by any law and is contrary to the cited examples and there is no constitutional or legal requirement that the SJC should stop its proceedings. However, one of the learned Members (Justice Ijaz ul Ahsan) states that he reserves his opinion till such time that he has heard full scale arguments of the learned senior counsel.

4. The learned counsel submits that Justice Naqvi may be granted one week time to submit his reply, without prejudice to the two Constitution Petitions that he has filed in the Supreme Court. Though the fourteen days time provided in the show cause notice, dated 24 November 2023, has expired, in the interest of justice we deem it appropriate to grant Justice Naqvi further time to submit his reply/explanation to the show cause notice till 1 January 2024, however, it is clarified that no further request for extension of time will be entertained as more than the required time has been given.

5. The learned Attorney-General for Pakistan ('AG') shall conduct the proceedings and the complainants may assist him. Learned AG shall provide a list of witnesses within three days. Justice Naqvi may also provide a list of witnesses along with his reply/explanation to the show cause notice. The list of witnesses should state what the witness is required to produce or will testify about. The Secretary of the SJC is directed to summon the witnesses alongwith requisite record.

6. The learned counsel states that he needs certain documents which are part of the record of the SJC. He may submit an application within two days and specify the documents, and if the same are available with SJC, the Secretary to provide them to him. Similarly, if the learned AG requires copies of documents, or the complainants through him, the learned AG may also apply for the same.

7. To come up on Thursday, 11 January 2024 at 2.30 pm and may continue on Friday 12 and Saturday 13 January 2024.'

7. Pursuant to the SJC's order dated 14 December 2023 the learned AG submitted List of Witnesses and specified their 'relevance/role'. The SJC did not consider Allegation No. 1 because the subject matter of the same



was also under consideration of a Commission of Inquiry appointed by the Government of Pakistan<sup>1</sup> and the Supreme Court<sup>2</sup> had restrained the said Commission of Inquiry from proceeding. Since the allegations levelled in Allegation No. 1 were not considered therefore no finding in respect thereof is being given. Justice Naqvi finally submitted his reply on 1 January 2024. His replies to the Allegations No. 2 to 10 are reproduced hereunder:

**Reply to Allegation No. 2**

This allegation is also absolutely and maliciously false. The property was purchased for a sale consideration of Rs.130 million. It has been declared as such in the Undersigned's income tax return filed with the FBR. The price mentioned in the sale deed is according to the DC Valuation of the relevant time. Besides, all taxes and charges prevailing at that time were paid by the Undersigned. Thus, it is maliciously and absolutely false to allege that the Undersigned did not have sufficient Income Tax paid/declared money to justify the purchase of the property.

Similarly, it is also absolutely and maliciously false to allege that the Undersigned had thrice revised his Income Tax Return in order to justify that he had the money to buy the said property. No revision of his Tax Return for any such purpose as alleged was made by the Undersigned.

It is submitted that value of a property cannot be determined on mere speculations or oral assertions of the complainants. The document attached with the complaints, which purports to be of Some Real Estate Entity, but does not even bear the name or designation (if any) of the person (if any) allegedly signing it, is evidently a self-manufactured document and in any case has no evidentiary value at all.

It is also to be noted that it is not part of the allegation that any proceedings have been initiated by or are pending with the FBR for any misdeclaration in the Income Tax Return/wealth statement of the Undersigned.

SJC, it is submitted with great respect, has no authority to enter into a fishing expedition for the purpose of inter alia, determining the value of a property regarding which no exception has been taken by the FBR or for that matter any other competent authority. For the same reason, nor does it have any authority to question the valuation of the property given in the registered sale deed or in the Income Tax Return, more particularly when the said valuation stands accepted by the relevant authorities competent to do so under the law.'

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<sup>1</sup> Gazette of Pakistan, Extraordinary, Part-II, 19 May 2023.

<sup>2</sup> CPs No. 14 to 17 of 2023, order dated 26 May 2023, *Abid Shahid Zuberi v Federation of Pakistan* (PLD 2023 Supreme Court 493).

**Reply to Allegation No. 3**

This Allegation, in so far as it purports to attribute misconduct/misuse of office to the Undersigned is also absolutely and maliciously false.

In this respect, the correct facts are as follows:

- (i) The Undersigned was not aware of any missing legal heirs of Dr. Bisma Warsi. This issue was brought up and thus came to his notice for the first time during the meeting of this SJC on November 21<sup>st</sup>, 2023.
- (ii) At the time of pre-contract negotiations, signing and execution of the sale deed, the documents which were shown to the Undersigned, including but not limited to the FRC, Nadra Certificate, documents and record of Cantonment Board, extract of GLR, lease deed and the proclamations in the newspapers published on behalf of Cantonment Board, all indicated only two owners of the property. The Undersigned conducted a reasonable due diligence and did not find any legal impediment in purchasing the property.
- (iii) Thus, the Undersigned purchased the property from Ch. Muhammad Shahbaz and the other legal heirs of Dr. Bisma Warsi which were disclosed to the Undersigned by Ch. Muhammad Shahbaz. Hence, in this regard not misconduct or any nature whatsoever can be attributed to the Undersigned.
- (iv) In fact, the Undersigned is a victim and not a perpetrator of this vital omission to include all the legal heirs of Dr. Bisma Warsi in the Sale Deed relating to this property.
- (v) IN this respect it is also noteworthy the Sale Deed executed between the seller and the Undersigned contains clauses to the effect that the property is free from all encumbrances. It is also expressly stated therein that the sellers are absolute owners of the property. Any omission and / or impropriety was committed by the seller.
- (vi) As far as the suit for declaration is concerned, the Undersigned had nothing to do with its filing or decision thereof, and this allegation that he had facilitated the filing of this suit or, for that matter, in any manner influenced its decision is again absolutely and maliciously false.
- (vii) As per the laws in Punjab, suit for declaration of legal heirs of a deceased owner is filed against the public at large. As per standard practice as proclamation is issued in newspapers. If no one appears in response to the proclamation the court proceeds to decree the suit.

- (viii) In any event, judgment of the court reads that the court decreed the suit on the basis of FRC certificate which was available showing only two legal heirs i.e., Ch Shahbaz and Hassan Shahbaz. Further, the suit related to a declaration of legal heirs. It was not specific to any property.
- (ix) As per paragraph 7 of the decree, the relevant departments were directed to incorporate the names of the legal heirs strictly in accordance with law. It was further held that if any legal heir was concealed this decree shall not affect the rights of those legal heirs.
- (x) The Undersigned did not know the Seller at the time the suit was decreed. He did not even know about the property at that time.
- (xi) The Undersigned did not influence any court for any declaration in favor of the sellers, the declaration in the suit in question contains statements of the plaintiffs to the effect being only two legal heirs. The cantonment board even prior to the entry of the Undersigned was in contact through various letters with only these two legal heirs, which was actually an assurance for the Undersigned that these two are the only legal heirs. The Undersigned never influenced any government department or officials to influence the process, as there was no need for it. The entire process has been completed after fulfilling each requirement as per law.
- (xii) As per the record the two minors were not registered with any government department, including NADRA. The Undersigned, on enquiry, has learnt that the two minors were registered for the first time on September 7<sup>th</sup>, 2022 i.e., over two months after the execution of the sale deed on June 28<sup>th</sup>, 2022.
- (xiii) The Writ Petition mentioned in the allegation has absolutely nothing to do with the property purchased by the Undersigned. Nor did this property of Dr. Bisma Warsi form the subject matter of the Writ Petition. In fact, this Writ Petition was filed by Dr. Bisma Warsi as far back as in the year 2012, to challenge the refusal by the Justice of Peace to order the registration of a criminal case on her application under section 22-A, 22-B of the Criminal Procedure Code, pursuant to a dispute relating to three properties situated at Temple Road, Lahore, and, as is evident from the contents of the order dated December 17<sup>th</sup>, 2012, a copy whereof has been placed on the record by Mr. Mian Dawood, the same was dismissed by the Undersigned.'

**Reply to Allegation No. 4**

This allegation is also absolutely and maliciously false and, is therefore, denied as such.

It is also specifically denied as maliciously false that the Undersigned did not have the "amount of Income Tax paid/declared money, therefore, he showed that he had sold plot no 375 Phase II, DHA, Gujranwala Cantonment for 60,00,000".

It is accepted that Plot No. 375 was purchased by the Undersigned for Rs.4.7 million. But this was in the year 2006, (even before he took oath as a Judge of the Lahore High Court). Thereafter he had constructed a 2-Storey house on the same plot, and it was this plot along with the 2-Storey house constructed thereon that he sold by for 60 million in the year 2021 i.e., after 15 years of the purchase of the plot. Needless to add, all these facts have been deliberately and maliciously concealed by the so-called "complainants". It may be added here that the sale consideration for the plot and house was received through two pay orders No. 111246 (Rs. 25 million) and 111248 (Rs. 30 million), while Rs. 5 million was received in cash, and the entire amount was deposited in the Undersigned's official salary account and is also duly declared in his Income Tax Return.'

**Reply to Allegation No. 5**

This allegation is also absolutely and maliciously false. The Undersigned has never facilitated the business affairs of any person by the name of Zahid Rafique in any manner whatsoever by misusing his (the Undersigned's) office nor has he ever granted any undue favors to any such person.

As regards the allegation that some commercial plots were given by the said Zahid Rafique to the Undersigned's sons namely Syed Tassadaq Mustafa Naqvi and Syed Tassadaq Murtaza Naqvi, it is submitted that the Undersigned had nothing to do with any of the said alleged transactions. It may be added here that both the sons of the Undersigned are adults and independent practicing lawyers since 2017, and are also regular taxpayers. Moreover, without prejudice to this alone, it is submitted that these allegations pertain to properties allegedly belonging to the Undersigned's sons, and, in view of the dictum laid down by the Hon'ble Supreme Court in Justice Qazi Faez Esa (PLD 2022 SC 119), the said allegation cannot form the subject matter of the proceedings against the Undersigned. In this respect, here is the relevant portion of the majority Judgment in Justice Qazi Faez Esa's Review Petition, wherein, it has been held inter alia, that "... *The role of jurisdiction of the council is limited to the matters relating to the conduct and capability of the superior court judges. It is not mandated to delve into the affairs of someone who is not the judge of the superior court ....*".

**Reply to Allegation No. 6**

It is again absolutely and maliciously false that the Undersigned had purchased illegally and without having sufficient Income Tax paid/declared money, the three plots mentioned in this allegation.

In this respect, the correct facts are as under:

- i. As regards the plot mentioned at serial No. (i), the same has been provisionally allotted to him being a life member of the Supreme Court Bar Association of Pakistan, vide provisional allotment letter dated September 12<sup>t</sup>, 2022 issued by FGEHA and SCBAP. The said allotment has been made against payment of Rs. 4 million, which has been paid by the Undersigned from his salary account.
- ii. As regards the plot mentioned at serial No. (ii), the same has been provisionally allotted to him as a member of Federal Government Employees Housing Foundation, (FGEHF), vide provisional allotment letter dated October 5<sup>th</sup>, 2022 issued by the Federal Government Employees Housing Authority. The Undersigned has so far paid two installments amounting to 30 Lacs from his salary account towards payment of the said plot.
- iii. As regards the plot mentioned at serial No. (iii), the same has been provisionally allotted to him as a member of the Supreme Court Employees Cooperative Housing Society, vide provisional allotment letter dated October 7<sup>th</sup>, 2021 issued by the managing committee of the Housing Society. The undersigned has so far paid Rs. 454,000, from his salary account as cost of land.'

**Reply to Allegation No. 8**

'This allegation is also absolutely and maliciously false. It is also unfortunate that the term "evidence of corruption" has been employed while formulating this allegation and that for notwithstanding the fact, as is evidence from the record before the SJC, that neither any "evidence" of the known sources of the income/saving of the Undersigned, nor of evaluation of the construction has been made available on the record. In fact, this allegation does not form part of any of the so-called "complaints" filed/entertained in this matter. Thus, the Undersigned takes serious exception to the use of the word "corruption" in the Revised SCN, more so when there is not an iota of "evidence" in any of the complaints to support this allegation. It is improper and discourteous to use such language regarding a Judge of the Supreme Court of Pakistan. More than the Undersigned, the use of such language undermines the sanctity and integrity of the Supreme Court of Pakistan.'

**Reply to Allegation No. 9**

'This allegation is also absolutely and maliciously false. The rent being charged for the office rented out to the Undersigned sons is neither below the market rent nor the Undersigned used any influence or misused his office for fixing the rent thereof. This is without prejudice to the legal objection that so far as the obtaining of the demised premises by the Undersigned's sons is concerned, that per se does not fall within the jurisdiction of the SJC, as is evident inter alia, even from the dictum laid down in Justice Qazi Faez Esa case, (PLD 2022 SC 119).'

**Reply to Allegation No. 10**

'This allegation is also absolutely and maliciously false. The Undersigned neither misused the office as alleged therein, nor did he get his sons appointed as legal advisors/panel advocates in any organization/statutory corporation or National Highways Authority (NHA).

Moreover, the letter of the NHA relied upon by one of the "so-called complainants" is an offer letter and not a letter of appointment. Not one of the Undersigned's two sons is a legal advisor/panel advocate for the NHA.'

8. The learned Attorney-General for Pakistan ('AG') said that upon checking there is no evidence to substantiate Allegation No. 7, therefore, it may be disregarded.

9. When the SJC convened on 11 January 2024 we were informed that Justice Naqvi had submitted his resignation to the President of Pakistan, and that it had been accepted.<sup>3</sup> It would be appropriate to reproduce the following paragraphs from the order of the SJC dated 11 January 2024:

'3. The question has arisen whether the SJC can continue with the proceedings after the resignation of Justice Naqvi. The learned AG states that once the SJC has taken cognizance it has to give a finding and that the relevant provisions of the Constitution in this regard which are sub-articles (5) and (6) of Article 209 of the Constitution do not envisage that proceedings should stop upon tender of resignation. He submits that in the present case the SJC convened repeatedly, issued show cause notice and Justice Naqvi sought time to submit reply, which was granted and a comprehensive reply to the show cause, categorically denying the allegations has been submitted, and the truth of the matter can only be determined by examining witnesses and documents. He further states that if the allegations are found to be false then the reputation of

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<sup>3</sup> Notification No. F.2(1)/2018-A.II, dated 11 January 2024.

the Supreme Court, and of the Judiciary, will have been unnecessarily sullied, but if the allegations are established then self accountability by the institution will strengthen it and restore the confidence of the people, and if this is not done then decisions of the Supreme Court will be treated as mere words on paper without requisite legitimacy.

4. The learned AG has also drawn our attention to the case of *Afiya Shehrbano Zia v Supreme Judicial Council* (PLD 2023 Supreme Court 510) and submits that though the facts of the case are not mentioned in the judgment he has learnt that it pertains to a complaint submitted against a former Chief Justice of Pakistan which the SJC did not attend and the concerned Chief Justice retired. The petitioners wanted that the SJC should consider their complaint, and had invoked Article 184(3) of the Constitution. The petition was filed in the year 2020, was heard by a two-Member Bench of the Supreme Court on 13 June 2023 and the judgment was announced on 27 June 2023, by overlooking the Supreme Court (Practice and Procedure) Act, 2023 (**'the Act'**), which had been enacted on 21 April 2023. The Act provides that a petition under Article 184(3) of the Constitution is to be heard and decided by *'a bench comprising of not less than three judges of the Supreme Court'*. He states that when the said petition was heard and decided the said Act had been suspended but by an interim order of the Supreme Court. However, since the matter had not earlier been decided and needed constitutional interpretation it should not have been heard till the constitutionality of the Act was determined. He submits that constitutional validity of the Act, except retrospectivity of appeal against an appeal in respect of a decision under Article 184(3), was upheld by the Full Court, comprising of fifteen Judges of this Court. The requisite notice to the AG under Order XXVII-A of the Code of Civil Procedure, 1908, was also not given nor could the requisite assistance be provided after the issuance of notices, submits the learned AG. The learned AG concludes by submitting that the facts of the cited case were different because the Chief Justice, who was sought to be proceeded against by the SJC, had retired without the SJC having initiated any proceedings against him, which is not the case herein.

5. If a Judge tenders resignation under pressure it does not mean that he has accepted the allegations and if the false allegations have been levelled then action should be taken against the complaint/informant. On the other hand if the Judge had been guilty of misconduct the citizens are entitled to know of this and all the more so when the SJC has convened and public time, money and effort has already been spent. In this case notices to witnesses have also been issued and are in attendance.

6. Therefore, an opportunity is provided to Justice Naqvi to attend to the aforesaid concerns and we issue notice of intimation which should also be sent to learned Khawaja

Haris Ahmed, who was representing him before the SJC. In case it is not convenient for Justice Naqvi/his learned counsel to attend tomorrow or they require more time further opportunity will be granted. However, the statements of the witnesses in attendance may be recorded. To come up on Friday 12 January 2024 at 11.30 am, as already scheduled.'

10. A five-Member Bench of the Supreme Court decided two intra court appeals<sup>4</sup> and held that, *'if the proceedings have already been initiated by the Supreme Judicial Council ('SJC') against a Judge, the same shall not abate on his resignation or retirement.'* Justice Naqvi had submitted his resignation after the SJC had taken cognizance of the allegations levelled against him, SJC had issued show-cause notice to him, Justice Naqvi had sought extention of time to submit his reply and had later submitted his reply. The SJC continued its proceedings against Justice Naqvi and he was informed that the SJC would be convening.<sup>5</sup>

11. When the SJC met on 15 February 2024 Justice Naqvi's undated letter was placed before us stating that Justice Naqvi had cancelled the power of attorney given by him to his learned senior counsel, Khawaja Haris Ahmed, who was in attendance and confirmed the same. Nonetheless, the SJC had observed that, *'Justice Naqvi's former counsel or anyone else on his behalf or those present may cross-examine the witnesses [who had testified] but none availed of the opportunity.'* And, such opportunity was given on each date when the witnesses came to testify.

12. The following 14 witnesses testified before the SJC and produced documents/material which were exhibited:

Witness No.	Name	Designation	Exhibit
W1	Abdul Ghaffar	Military Estate Officer	W-1/1: Sale deed.
			W-1/2: General Land Register.
W2	Kashif Shahzad	Cantonment Executive Officer	W-2/1: Building plan in respect of 100 Saint John's Park, Lahore Cantt.
			W-2/2: Approval of above.

<sup>4</sup> Intra Court Appeals No. 1 and 2 of 2024, *Federation of Pakistan v Supreme Judicial Council.*

<sup>5</sup> Order dated 12 January 2024.



W3	Asif Aziz	Director, bfa (Pvt.) Ltd.	W-3/1:	Valuation report of 100 Saint John's Park, Lahore Cantt.
W4	Muhammad Kashif Rehman	Director, Excel Services and Engineering (Pvt.) Ltd.	W-4/1:	Valuation report of 100 Saint John's Park, Lahore Cantt.
W5	Sohail Jehangir	Director General, NADRA	W-5/1:	Family details of Chaudhry Muhammad Shahbaz.
W6	Jazeela Aslam	Secretary, SJC	W-6/1:	Letter of Secretary, SJC.
			W-6/2:	Attested copies of suit No.7147/2021.
W7	Chaudhry Muhammad Shahbaz		W-7/1:	Agreement to sell.
			W-7/2:	Banker's cheque of Askari Bank Ltd.
			W-7/3:	Banker's cheque of Habib Bank Ltd.
			W-7/4:	Banker's cheque of Askari Bank Ltd.
W8	Muhammad Safdar Khan		W-8/1:	Sale deed.
			W-8/2:	Banker's cheque of Bank Alfalah.
W9	Capt. (R) Muhammad Zafar Iqbal	Director General, FGEHA	W-9/1:	Record of plot No. 357, Block A, Park Road Housing Scheme, Islamabad.
			W-9/2:	Record of plot No. 222, Block B, Park Road Housing Scheme, Islamabad.
			W-9/3:	Record of Apartment No. 1, Block 2, Chaklala Heights, Rawalpindi.
W10	Arman Jalal	Zonal Director, ETPB	W-10/1:	Record of Shop No. 12, Dayal Singh Mansion, Lahore.
W11	Muhammad Asim Ejaz	Deputy Director, ETPB	W-11/1:	Order in WP No. 9989/2020.
			W-11/2:	Order of

			Secretary, Government of Pakistan.
W12	Ammar Masood	Branch Operations Manager, Askari Bank Ltd.	W-12/1: Banker's cheque of Askari Bank Ltd.
W13	Zahid Rafiq		W-13/1: Appointment letters.
			W-13/2: Tax deduction certificates.
			W-13/3: Allotment letters.
			W-13/4: List of payments to Raja Muhammad Safdar.
			W-13/5: Payment voucher to Raja Muhammad Safdar.
W14	Syed Sher Afgan	President, SCECHS	W-14/1: Record of plot.
			W-14/2: Record of membership.

13. Justice Naqvi wanted to see the record of the SJC which was made available to him. He wanted access to the record of the JCP and was told that the JCP is an independent and separate constitutional body, and if he wanted access to JCP's record he should submit a request to the JCP, but he did not do so. Justice Naqvi objected that a show cause notice without detailing the allegations against him was issued, therefore, the show cause notice was revised and specific allegations which had been levelled against him were listed. He requested further time to submit his reply to the show cause notice, and his request was conceded to. Justice Naqvi wanted the proceedings of the SJC to be made public, and this request was also conceded to. Justice Naqvi was invited to the SJC whenever it convened and both he and his learned counsel participated. However, all of a sudden he stopped attending.

14. It may be mentioned that Justice Naqvi had informed the SJC that he had filed two constitutional petitions before the Supreme Court, however, notice was never issued by the Supreme Court to the SJC nor did Justice Naqvi succeed in stopping the SJC from undertaking its work which the Constitution of the Islamic Republic of Pakistan ('the Constitution') requires the SJC to undertake. The Chairman and Members of the SJC

have taken an oath to discharge their duties and perform their functions in accordance with the Constitution, which includes undertaking examining whether a Judge 'may have been guilty of misconduct',<sup>6</sup> to 'inquire into the matter' and to submit its 'report to the President'.<sup>7</sup> The Constitution requires Judges to abide by the *code of conduct* issued by the SJC<sup>8</sup> and when they take oath on their appointment they swear to 'abide by the code of conduct issued by the Supreme Judicial Council'.<sup>9</sup>

15. Justice Naqvi participated and raised all sorts of untenable objections, engaged senior counsel to represent him and was fully aware of the proceedings of the SJC, but just before SJC was about to conclude its working Justice Naqvi addressed letter dated 29 February 2024, which concluded by stating that, 'I will not be participating in the SJC proceedings.'

16. We now proceed to examine whether all or any of the allegations levelled against Justice Naqvi were established. **Allegations No. 2, 3 and 8** are connected, therefore, we shall consider them together. These allegations pertain to the purchase of the immovable property bearing No. 100, situated in Saint John's Park, Lahore Cantonment, Lahore, measuring 1983.77 square yards ('**100 Saint John's Park**'), which was owned by Mrs. Bisma Warsi, who died on 6 December 2020. On Mrs. Bisma Warsi's death her legal heirs (as per Islamic law) became the owners of 100 Saint John's Park, who were as under:

Name	Relation	Date of birth
Chaudhry Muhammad Shahbaz	Husband	
Muhammad Hassan Shahbaz	Son	3 June 2004
Hussain Shahbaz Warsi	Son	25 March 2007
Ali Hamza Shahbaz Warsi	Son	19 August 2008

All three of Mrs. Bisma Warsi's children were minors, that is, under the age of eighteen years, when she died; they respectively would attain majority on 3 June 2022, on 25 March 2025 and on 19 August 2026.

17. Justice Naqvi wanted to buy 100 Saint John's Park and entered into an Agreement to Sell, on 8 January 2022, with Chaudhry Muhammad

<sup>6</sup> Constitution of the Islamic Republic of Pakistan, Article 209(5)(b).

<sup>7</sup> *Ibid.*, Article 209(6).

<sup>8</sup> *Ibid.*, Article 209(8).

<sup>9</sup> *Ibid.*, Articles 178 and 194, Third Schedule.

Shahbaz and Muhammad Hassan Shahbaz (exhibit W-7/1), the first preamble of which is reproduced hereunder:

'WHEREAS, after the demise of Bisma Warsi wife of Chaudhry Muhammad Shahbaz who passed away on 06.12.2020, the sellers were declared legal heirs of Bisma Warsi vide judgment dated 31.03.2021 passed by Mian Muhammad Naeem Sarwar Civil Judge, who are now absolute owners in possession of the Bungalow No. 100, measuring 1983.77 sq yards, situated at Saint John Park, Aziz Bhatti Road, Lahore Cantt.'

The Agreement to Sell stated that the sale consideration for 100 Saint John's Park was one hundred and thirty million rupees (Rs.130,000,000), of which fifty million rupees (Rs.50,000,000) had already been paid by Banker's Cheque No. 70811710, dated 13 December 2021 and another thirty million rupees (Rs.30,000,000) was paid in cash by Justice Naqvi. The balance sale consideration of fifty million rupees (Rs.50,000,000) Justice Naqvi would pay on or before 8 April 2022 at the time of transfer of 100 Saint John's Park in his name by the Cantonment Board. The Agreement to Sell also stipulated that Justice Naqvi shall pay all costs that are incurred on the sale, including stamp duty and registration dues. There were two witnesses to the Agreement; Muhammad Safdar Khan (Witness No. 8) and Syed Rehmat Shah Bukhari.

18. The above Agreement to Sell is printed on a twelve hundred rupees (Rs.1,200) non-judicial E-Stamp, which was issued on 18 December 2021. That on the date that the advance payment of fifty million rupees was paid (13 December 2021), the date on which the stamp paper was purchased (18 December 2021) and the day the Agreement to Sell was executed (8 January 2022) Muhammad Hassan Shahbaz, who was shown as the second seller, was a minor; he would attain the age of eighteen on 3 June 2022; when he would be able to enter into such an agreement. The other two co-owners of the 100 Saint John's Park, namely, Hussain Shahbaz Warsi and Ali Hamza Shahbaz Warsi, were not mentioned in the Agreement to Sell. Chaudhry Muhammad Shahbaz was only one-fourth owner of 100 Saint John's Park, and Mrs. Bisma Warsi's three sons were three-fourth owners of it.

19. The Agreement to Sell mentioned the judgment and decree dated 31 March 2021 of Mian Muhammad Naeem Sarwar, Civil Judge, Lahore. Therefore, the entire file of the suit was sent for (exhibit W-6/2, comprising

21 pages). The plaint of this suit shows Chaudhry Muhammad Shahbaz and Muhammad Hassan Shahbaz as the plaintiffs and the 'Public at large' as the defendant. The plaintiffs' advocate is Chaudhry Muhammad Shahbaz himself. The plaint was titled 'Suit for Declaration of Legal Heirs' and had sought a declaration that the said plaintiffs '*are only legal heirs of the deceased Bisma Warsi, wife Plaintiff No. 1 and mother of plaintiff No. 2 in respect of Binglow [sic] No. 100 Surrey [sic] No. 201 situated at 100-Saint John Park Lahore Cantt...*'. The Civil Judge in his judgment (in paragraph 2) said that, '*Public at large/defendant was summoned through publication of proclamation in the newspaper "Front" but no one appeared before the court on behalf of the said public at large/defendant. Consequently, ex-parte proceeding as initiated against the public at large/defendant vide order dated 17.02.2021.*' We are surprised that the Civil Judge would entertain such a suit, and to do so against the 'public at large' and then consider that publication in an unknown newspaper (Front) would constitute sufficient notice.

20. However, one expects a Judge of the Supreme Court to know better. Justice Naqvi, in his reply to the show cause notice, stated that '*As per the laws in Punjab, suit for declaration of legal heirs of deceased owner is filed against the public at large.*' In asserting this preposterously wrong concept to be the law of the Punjab (and to do so without citing the purported law) would be disingenuous of a law student but when a Judge of the Supreme Court states this the only conclusion which can be drawn is that Justice Naqvi was complicit in depriving the said minors of their property.

21. Justice Naqvi's complicity is confirmed by Chaudhry Muhammad Shahbaz (Witness No. 7), who testified that:

I did not submit any petition or application pursuant to the Guardian and Wards Act, 1890 to have myself declared as the guardian of the property of my minor children. Syed Muhammad Hassan Shahbaz Warsi, who was plaintiff No. 2 in the suit, was a minor at the time of filing of the suit. The suit was filed against the public at large and notice was published in the newspaper by the name of 'Front'. I am however not aware of any such newspaper. I wanted to obtain permission from the guardian judge but Sayyed Tassaduq Mustafa Naqvi, the son of Sayyed Mazahar Ali Akbar Naqvi, advised me to file the suit because after 30 June 2022 the rate of taxes and duties on the transactions would go up. Sayyed Mazahar Ali Akbar Naqvi and his son Sayyed Tassaduq Mustafa Naqvi were informed by me that I have three sons from my late wife Bisma

Warsi who were the owners of the property. However, Sayyed Mazahar Ali Akbar Naqvi said that get the sale deed registered first and if required permission can be taken from the guardian judge later.'

22. This is not all that was wrong and suspect about the purchase by Justice Naqvi of 100 Saint John's Park. Two property valuers of long standing, both of whom are approved by the Pakistan Bankers Association testified that its price at the relevant time was considerably more. Asif Aziz (Witness No. 3), director of bfa (Pvt.) Limited, testified that at the relevant time the price of 100 Saint John's Park would have been two hundred seventy seven million, nine hundred thousand rupees (Rs.277,900,000) and submitted a comprehensive nine page report (exhibit W-3/1). And, Muhammad Kashif Rehman (Witness No. 4), a director of Excel Services and Engineering (Pvt.) Ltd., testified that its value at the relevant time would have been two hundred fifty seven, eight hundred and ninety thousand and one hundred rupees (Rs.257,890,100) and submitted a six page report in support thereof (exhibit W-4/1). However, Justice Naqvi alleged that he bought 100 Saint John's Park at half its price. Was he extremely lucky in securing a bargain? Or did Justice Naqvi not mention the correct price? Or was it sold for half its price because the co-owners (the children of Mrs. Bisma Warsi) were deprived? Justice Naqvi in his reply stated that he *'is a victim and not a perpetrator of this vital omission to include all the legal heirs of Dr. Bisma Warsi in the Sale Deed relating to this property.'* In stating this Justice Naqvi demonstrates extraordinary naivety or utter ignorance of the law. It was not simply a question of not including all the legal heirs in the sale deed. The law with regard to selling the properties of minors has been on the statute books for 134 years. Permission to sell a minor's property has to be obtained from a Guardian Court, and Court must safeguard the interest of the minor if it decides to give permission to sell.<sup>10</sup>

23. Justice Naqvi asserts that he himself *is a victim*, despite having got possession and use of 100 Saint John's Park. The minors neither have the property nor the money. It is the minors who are the victims. However, even after learning of the said fraud (assuming Justice Naqvi did not earlier know of it) he has done nothing, which suggests that he bought 100 Saint

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<sup>10</sup> Guardian and Wards Act, 1890, sections 27 to 37.

John's Park knowing that it was co-owned by children, and that without a Guardian Court granting permission to sell it he could not have bought it. Justice Naqvi did not produce any notice published in any newspaper, which prudent buyers do by inviting public objections by publishing the same in prominent newspapers. Justice Naqvi also elected not to testify. By not doing so an adverse presumption can be drawn against him.<sup>11</sup> The law safeguards the properties of minors. The Holy Qur'an prescribes the shares that Muslims inherit. The Holy Qur'an castigates those who deprive children of their properties in a number of its verses.<sup>12</sup>

24. Allegations have also been levelled that Justice Naqvi did not have sufficient income and savings to justify buying 100 Saint John's Park and other properties. Justice Naqvi in his written reply stated that his income tax filings with the Federal Board of Revenue are tax compliant and that he had '*sufficient Income Tax paid/declared money to justify the purchase of the property.*' However, he did not disclose his tax filings nor came forward to testify. Justice Naqvi also did not disclose how much he had earned over the years and/or the income tax paid thereon. It was also not stated when he started filing tax returns and paying income tax. Since Justice Naqvi did not make the requisite disclosure nor testified the SJC is not in a position to determine whether or not he had sufficient income tax paid/declared money to justify the purchase of the properties bought by him. We also want to make it clear that the SJC cannot undertake the work of the income tax officer or of the Federal Board of Revenue ('FBR').

25. There is yet another disturbing aspect to the purchase by Justice Naqvi of 100 Saint John's Park. Fifty million rupees (Rs.50,000,000) was paid to the seller by Lahore Smart City (Private) Limited. The seller, Chaudhry Muhammad Shahbaz (Witness No. 7), testified that he had noted this discrepancy:

'Question from Attorney-General: Is it correct that the payment that you received was paid by Lahore Smart City (Private) Limited?

Answer: I had noted the same and had pointed this out to Sayyed Mazahar Ali Akbar Naqvi but he responded by stating that this has nothing to do with me and that it is an internal

<sup>11</sup> Qanun-e-Shahadat, 1984, Article 129(g).

<sup>12</sup> Holy Qur'an, *surah an-Nisa* (4) verses 2, 6, 10 and *surah al-An'am* (6) verse 152.

matter between him and the said company and you should only be interested in the payment.

Question from Attorney-General: Is it correct that this was part of the sale consideration of No. 100, St. John's Park and it was paid by Lahore Smart City (Private) Limited?

Answer: It is correct.'

26. Justice Naqvi and his friend, Muhammad Safdar Khan (Witness No. 8), put forward an interesting story to justify the said payment of fifty million rupees, which is also the subject of Allegation No. 4, regarding the purchase and sale of plot No. 144, Block E-1, Gulberg-3, Lahore measuring 2 kanals and 4 marlas ('the Gulberg plot'). Justice Naqvi in his written reply did not disclose how much he had paid for the Gulberg plot. The Gulberg plot was bought by Justice Naqvi for forty four million, four hundred and ninety thousand rupees (Rs.44,490,000) as per sale deed dated 30 June 2021, but as per the seller, Mrs. Warda Naqvi, she received seventy-two million rupees (Rs.72,000,000) as sale consideration. In any event in less than a year Justice Naqvi sold it to Muhammad Safdar Khan, through sale deed dated 15 June 2022 for forty nine million, six hundred and sixty three thousand rupees (Rs.49,663,000), however, the buyer, Muhammad Safdar Khan, said he paid one hundred and thirty million rupees (Rs.130,000,000) for it, which he apparently to help Justice Naqvi justify that he had the money to buy 100 Saint John's Park, and also why the payment of fifty million rupees (Rs.50,000,000) was paid by Lahore Smart City (Pvt.) Ltd. Muhammad Safdar Khan stated that the said company had paid fifty million rupees on Justice Naqvi's behalf to Chaudhry Muhammad Shahbaz for 100 Saint John's Park. However, the question which remained unanswered was why the seller, Chaudhry Muhammad Shahbaz, would be paid by Lahore Smart City (Pvt.) Ltd. with whom the said company had no connection.

27. Therefore, an utterly unbelievable story was now put forward by Muhammad Safdar Khan. He said that Lahore Smart City (Pvt.) Ltd. owed him fifty million rupees and that he had instructed the said company to instruct its bank to make out a banker's cheque in the name of Chaudhry Muhammad Shahbaz. However, this story stood exposed by the contradictions in the testimony of Muhammad Safdar Khan himself:



'Question: Why did the said company not directly pay you the money or transfer it to your personal account?

Answer: I requested the company to make out the pay order in the name of Chaudhry Muhammad Shahbaz and they complied. I did not give a written request to the company in this regard. I did not execute any receipt in favour of the said company that I had received fifty million rupees (Rs.50,000,000) from them. I have not shown in my tax returns that the said company owed me an amount of fifty million rupees (Rs.50,000,000). The person I know in the said company is its owner, namely, Mr. Zahid Rafiq. I am not an employee of either Mr. Zahid Rafiq or of the said company.'

28. If the above fictional tale is accepted it would mean that the Gulberg plot, which was about half the size of 100 Saint John's Park, and in a less prestigious area of Lahore, was of the same price as 100 Saint John's Park. To cover and support Muhammad Safdar Khan's fictional account Zahid Rafique (Witness No. 13), the owner of Lahore Smart City (Pvt.) Ltd., came to testify. However, in his apparent enthusiasm to assist Justice Naqvi his irreconcilable discrepancies completely demolished this tale as can be seen from the following extract from his testimony:

'Question: Why did Lahore Smart City (Pvt.) Limited instruct its Bank to make out a banker's cheque in favour of Chaudhry Muhammad Shahbaz in the sum of fifty million rupees (Rs.50,000,000)?

Answer: My said company was a debtor of Raja Muhammad Safdar who requested that the money owed to him should be paid to Chaudhry Muhammad Shahbaz from whom he had purchased a house.

Question: Why did you not pay fifty million rupees (Rs.50,000,000) by cheque, do a direct bank transfer or pay cash directly to Raja Muhammad Safdar?

Answer: It is the practice of our company that we make pay orders as directed by the persons we owe money to.

Question: Can you produce any other example of this?

Answer: Today I have not brought any other example of this.

Question: Did you make any other payments on behalf of Raja Muhammad Safdar to others?

Answer: I cannot say.

Question: Did Raja Muhammad Safdar mention to you to whom he was paying fifty million rupees (Rs.50,000,000)?

Answer: He told us that he was buying a house in Gulberg, Lahore owned by Justice Naqvi, and he was paying it to him.

Question: Then why was the payment not made out in the name of Justice Naqvi?

Answer: I do not know. My staff may have committed a mistake.'

29. Zahid Rafique (Witness No. 13) was asked if he could provide proof of the transaction entered into with Muhammad Safdar Khan and he replied that if an opportunity was provided he could do so. Therefore, such opportunity was given and Zahid Rafique produced some documents to the following questions were put to him; the questions and his answers are reproduced hereunder:

'Question: Neither of these documents disclose why you paid fifty million rupees (Rs.50,000,000) to Raja Muhammad Safdar?

Answer: It is correct.

Question: Yesterday you stated that you will be producing your accounts audited by the Chartered Accountant where such transactions are referred to. Have you brought them?

Answer: I have not brought the same as the said transactions are not reflected in such audited accounts.'

30. Muhammad Safdar Khan and Zahid Rafique had tried their level best to help Justice Naqvi justify the price for 100 Saint John's Park and the payment of fifty million rupees made by Lahore Smart City (Pvt.) Ltd. to acquire it. But they utterly failed to state, let alone justify, why a registered company would settle its liability of a substantial amount (fifty million rupees) which it allegedly owed to Muhammad Safdar Khan by not simply paying him the amount. And, for a long standing businessman, which Zahid Rafique claimed he was, and for a well established company, this is not only inexplicable but it is also contrary to rudimentary account keeping and would not be legally compliant. We, therefore, place no credence on the testimonies of Muhammad Safdar Khan and Zahid Rafique. On his part Justice Naqvi offered no justifiable reason in his written reply for doing so and shied away from testifying. In his reply Justice Naqvi did not disclose why a company had paid a substantial amount - fifty million rupees - to buy 100 Saint John's Park. We are therefore left to conclude that Zahid

Rafique through his company, Lahore Smart City (Pvt.) Ltd., had paid a considerable portion of the sale consideration of 100 Saint John's Park. A Judge accepting such largesse from a property developer, who claimed that he hardly knew Justice Naqvi, raises very serious questions of propriety. Since no viable explanation for paying the said fifty million rupees was forthcoming we are left to assume that such incomprehensible generosity to a Judge was with the expectation that it would be handsomely recompensed.

31. **Allegation No. 8** has two aspects to it. The first is with regard to whether Justice Naqvi had the resources to buy the properties which he had bought. The second is with regard to the amount spent by him on the construction raised on 100 Saint John's Park. The two valuers were not given access to the property but from what they could see from the outside when they visited they testified that construction had been raised. They assessed that the rate of construction at the relevant time would be 'between 5,500 to 8,000 rupees per square foot' (as per Witness No. 3) and 'about 7,000 to 8,000 rupees per square foot' (as per Witness No. 4). The Cantonment Executive Officer of the Lahore Cantonment, Kashif Shahzad (Witness No. 2), testified that Justice Naqvi had submitted building plans to construct a basement, ground floor and first floor comprising of 21,398 square feet of covered area (exhibit W-2/1). If the said lowest rate of construction is applied to the stated area - 5,500 x 21,698 - the cost of construction would be Rs. 117,689,000. If the highest rate is applied - 8,000 x 21,698 - it would mean that Rs.171,184,000 was spent in constructing a house on 100 Saint John's Park. Justice Naqvi in attending to this allegation in his reply to the show cause notice stated that, '*this allegation is also absolutely and maliciously false*'. He did not disclose the covered area of the house which was constructed, and the amount spent on it. He also did not disclose where he got the money to raise the substantial construction, and did not come forward to testify. Therefore, the said allegation stands established.

32. We wish to clarify that we are not undertaking the work of an income tax officer or of the FBR, nor are we determining whether Justice Naqvi's earnings and expenditure are balanced. We are only cursorily examining

whether there is any substance in the allegations and whether a plausible explanation has been offered.

33. **Allegation No. 6** records the allegation that Justice Naqvi acquired two properties in the Federal Government Employees Housing Foundation (**the Foundation**) and another in the Supreme Court Employees Cooperative Housing Society and did so without having sufficient income tax paid/declared money. We reiterate that the SJC is not concerned with whether Justice Naqvi was tax compliant. However, the SJC can consider the generality of the allegation and whether a plausible or reasonable explanation is offered. Leaving aside whether Justice Naqvi was entitled to apply for and acquire the said properties it is established, through the testimony of Muhammad Zafar Iqbal, the Director-General of the Foundation (Witness No. 9), and the documents exhibited by him, that Justice Naqvi had applied for and was allotted the following four properties:

- (1) Plot No. 357, Street No. 9, Block A, measuring 500 square yards, situated in the Park Road Housing Scheme of Islamabad on 5 October 2022 at a price of six million rupees of which Justice Naqvi has paid three million rupees (exhibit W-9/1, comprising of 15 pages);
- (2) Apartment No. 1 in category A, measuring 2,130 square feet, in Block 2 of Chaklala Heights, Rawalpindi was allotted on 7 August 2020 to Justice Naqvi who has paid an amount of Rs. 1,295,892 against its price of Rs. 9,968,400 (exhibit W-9/3, comprising of 20 pages);
- (3) Plot No. 249, Street 11, Sector G-17/1, Islamabad, measuring 500 square yards, was allotted on 7 October 2021 by the Supreme Court Employees Cooperative Housing Society to Justice Naqvi for Rs.385,000 (exhibit W-14/1, comprising of 15 pages); and, it transpired that a plot was also allotted, as under:
- (4) Plot No. 222, Block B, in the Park Road Housing Scheme of Islamabad, measuring 500 square yards, was allotted to Justice Naqvi by the Supreme Court Bar Association of Pakistan on 12 September 2022 (exhibit W-9/2, comprising 30 pages).

34. Justice Naqvi was administered oath on 16 March 2020 by Chief Justice Gulzar Ahmed and (from the above it is gathered that) within a period of less than two years he got four properties (three in Islamabad and

one in Rawalpindi), respectively on 7 August 2020, 7 October 2021, 12 September 2022 and 5 October 2022, while serving as a Judge of the Supreme Court. The organizations from whom he got the four properties were set up for providing housing to its members. Justice Naqvi did not explain why he obtained four properties, surely he could not reside in all of them. A Judge of the Supreme Court should not want to deprive others, which would be the result of Justice Naqvi's actions.

35. Mr. Sher Afgan (Witness No. 14), who described himself as the President of the Supreme Court Employees Cooperative Housing Society Ltd., also produced membership application form submitted by Syeda Huma Fatima Naqvi, who is the wife of Justice Naqvi. Syeda Huma Fatima Naqvi neither is nor ever was an employee of the Supreme Court, for whose benefit the Supreme Court Employees Cooperative Housing Society Ltd. was established, but she too has sought to be allotted a plot. Justice Naqvi's and his wife's membership form have been filled-in by hand and it is evident from the handwriting that it was done by the same person. The *cost of land* was paid by Justice Naqvi through his cheque No. 00000532, dated 26 May 2021, but it is not known whether she got a plot.

36. **Allegation No. 9** pertains to Syed Tassadaq Mustafa Naqvi, who is Justice Naqvi's son. While it has come on record that his son is a tenant of Shop No. 12, situated in Diyal Singh Mansion, Lahore, measuring 8 *marlas* of land, 4 *marlas* on the ground floor and 4 *marlas* in the basement. This property is under the administration of the Evacuee Trust Property Board and it was let out to him. Arman Jalal (Witness No. 10) and Muhammad Asim Ejaz (Witness No. 11), respectively, the Zonal Administrator and the Deputy Director of the Evacuee Trust Property Board testified and produced document (exhibits W-10/1, comprising of 44 pages and exhibit W-11/1, comprising of 6 pages). The Witness disclosed that the per foot rental of Shop No. 12 is Rs. 35 per square foot and that of the adjacent Shop No. 13, which is also let out by the Evacuee Trust Property Board, is Rs.203 per square foot. It has also come on record that Justice Naqvi's son was the petitioner in Writ Petition No. 9989/2020 wherein the High Court had directed that Federal Government to decide the rental. Accordingly, a Federal Secretary had determined the rent, whose order was not challenged. Therefore, since the matter of rent was the subject of judicial

proceedings it would not be appropriate to discuss it, and no finding in respect of allegation No. 9 is being recorded.

37. In respect of **Allegation No. 10** no evidence has been offered, therefore, Justice Naqvi cannot be held responsible with regard thereto.

38. **Allegation No. 5** pertains to the two sons of Justice Naqvi being given properties at heavily discounted prices in projects owned by Zahid Rafique, the owner of different companies, allegedly in return for favours given or to be given later by Justice Naqvi in his capacity as a Judge.

39. Zahid Rafique (Witness No. 13) in his testimony admitted that each of the sons was given a 500 square yards plot in Capital Smart City, Islamabad of which they only paid ten percent of the price, the relevant part of his testimony in this regard is reproduced hereunder:

'I had allotted one plot each to the two sons of Justice Naqvi in the year 2019. The plots measured 500 square yards each and were situated in my project called Capital Smart City, Islamabad. I had given these to them at concessional rate of five million and four hundred thousand rupees (Rs.5,400,000) each. They had paid 10% of the price but did not pay the balance amount. I transferred both the plots to them. Both the plots are still in their names. I produce the allotment letters and other documents in this regard as exhibits W-13/3, comprising of five pages.'

Two commercial plots measuring 100 square yards were also given by Zahid Rafique in Smart City, Lahore to Justice Naqvi's sons. The relevant part of the testimony of Zahid Rafique is reproduced hereunder:

'I also allotted two commercial plots, measuring 100 square yards each, in Lahore Smart City, Lahore to the two sons of Justice Naqvi in December 2021. These were also given on concessional rate. The price of each plot was eight million rupees (Rs.8,000,000) but we received only ten per cent of their price. These plots were transferred in their name and they sold them in September 2022. This too I did to accommodate Raja Muhammad Safdar. I do not know at what price Justice Naqvi's sons sold these plots.'

Zahid Rafique stated that he had not given '*similar allotment to any other judge or his children*'. He offered no plausible reason why the said four properties were given to Justice Naqvi's sons. Zahid Rafique also extended other benefits to the children of Justice Naqvi as reflected from the following part of his testimony:

'Question: Do you know any other family member of Justice Naqvi?

Answer: I have not met his daughter but Raja Muhammad Safdar said that there was some emergency and she needed money in London, therefore, I sent five thousand pounds (£5,000) to her through a friend from Dubai.

Question: Did Justice Naqvi or his daughter repay you this amount?

Answer: No they did not. We adjusted the amount in our account we maintain with Raja Muhammad Safdar.'

Zahid Rafique stated that for a nominal amount the four properties were given to the Justice Naqvi's sons. He also paid UK pounds 5,000 to Justice Naqvi's daughter. Zahid Rafique stated that he did this because (Raja) Muhammad Safdar Khan had asked him. As if this was not enough Zahid Rafique, also on the suggestion of (Raja) Muhammad Safdar Khan appointed Justice Naqvi's sons at a monthly amount of Rs.150,000 as testified by him, as under:

'I produce letter dated 19 March 2019 issued by Future Developments Holdings (Pvt.) Limited in favour of Syed Tassaduq Murtaza Naqvi and Syed Tassaduq Mustafa Naqvi as exhibit W-13/1, comprising of two pages, which is titled 'Appointment Letter' employing them as legal advisors at a basic pay of ninety thousand rupees (Rs.90,000), house rent allowance of forty five thousand rupees (Rs.45,000) and utility allowances of fifteen thousand rupees (Rs.15,000), that is, a total of one hundred and fifty thousand rupees (Rs.150,000) per month.'

40. On his part Justice Naqvi stated that Allegation No. 5 was '*absolutely and maliciously false*', but went on to state that the properties belonged to his sons and he had nothing to do with them and placed reliance on the case reported as PLD 2022 Supreme Court 119, however, the said case had no application to the facts of Justice Naqvi's case. No allegation was levelled in the referred to case that anyone had given any favour to the Judge's family or given valuable property at discounted prices, let alone at nominal prices.

41. The abovementioned Allegations No. 2, 3, 4, 5 and 6 stand established. We are constrained to conclude that Justice Naqvi violated his oath of office which required him to abide by the Code of Conduct by

violating a number of the provisions of the Code of Conduct as follows: Justice Naqvi cannot be said to be *untouched by greed*, and so violated Article-II of the Code of Conduct. It also cannot be stated that he was *above reproach*, and so had violated Article-III of the Code of Conduct. Justice Naqvi's conduct was also not *free from impropriety expected of a Judge* in his *official and private* affairs, and to such extent he also violated Article-III of the Code of Conduct. It is clear that Justice Naqvi's actions were *swayed by consideration of personal advantage*, and so violated Article-IV of the Code of Conduct. He was involved to his personal advantage in the suit filed by Chaudhry Muhammad Shahbaz and had knowingly deprived minors of their valuable property, and so violated Article-VI of the Code of Conduct. By receiving substantial unexplained gifts, Justice Naqvi violated Article-VI of the Code of Conduct; the gifts included receiving fifty million rupees, his sons receiving two commercial plots and two residential plots at a nominal price and his daughter receiving UK pounds £5,000.

42. Therefore, we conclude that Justice Naqvi is guilty of misconduct and should have been removed from the office of Judge. The number of instances of misconduct committed by Justice Naqvi has damaged the reputation of the judiciary. When the SJC commenced hearing of the complaints, and throughout, we referred to Sayyed Mazahar Ali Akbar Naqvi as Justice Naqvi, however, as he should have been removed, for having committed serious misconduct, the honorific *Justice* or *Judge* should not henceforth be used with Sayyed Mazahar Ali Akbar Naqvi's name.

43. We take this opportunity to commend the Pakistan Bar Council, the four provincial Bar Councils, the Islamabad Bar Council and Mian Dawood Advocate for upholding the rule of law and the principle of accountability, without which a society cannot be termed to be either civilized or law abiding. We also record our appreciation for the very professional manner in which the Attorney-General rendered assistance.

Chairman

Member-I



Member-II

Member-III

Member-IV

Islamabad  
4 March 2024.

Approved for Reporting