

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. _____/ 2022

1. **Mansoor Hassan Khan**, son of Muhammad Yousaf Khan, resident of 117 E I, Model Town, Lahore.
2. **Radya Mansoor Khan**, wife of Mansoor Hassan Khan, resident of 117 E I, Model Town, Lahore.

...Plaintiffs

VERSUS

1. **Lahore American Society**, through its President, 15 Upper Mall, Canal Bank Road, Lahore
2. **Lahore American School** through its Superintendent, 15 Upper Mall, Canal Bank Road, Lahore
3. **Middle States Association Commissions on Elementary and Secondary Schools**, through its President Mr. Christian M. Talbot, St. Leonard's Court 3819-33, Chestnut Street, Suite 310 Philadelphia, PA 19104-3171, USA
4. **Ambassador of the United States of America to Pakistan Mr. Donald Blome**, Embassy of the United States of America in Pakistan, Ramna 5, Diplomatic Enclave, Islamabad
5. **Kathy Khan**, Superintendent (Till June 2019), Lahore American School, 15 Upper Mall, Canal Bank, Lahore.
6. **Timothy Musgrove**, Secondary School Principal (Till May 2019) Lahore American Schhol, International School of Islamabad, Johar Road, Sector H-9/1, Islamabad
7. **Peyron Gilles**, Physical Education Instructor, Lahore American School, 15 Upper Mall, Canal Bank, Lahore

8. **Jill Snedden**, Vice-Principal of Secondary School (Till May 2019), Lahore American School, Current Address: Yangon Academy, International School, 35-B, University Avenue Housing, New University Avenue Road, Bahan Township, Yangon Myanmar
9. **Umer Mujib Shami**, S/o Mujib-ur-Rehman Shami, President, Board of Directors of Lahore American Society, R/o 105-A/1, Street No. 3, GECHS, Peco Road, Township
10. **Jamil-ur-Rehman Barry**, S/o Anis-ur-Rehman Bari, Vice-President, Board of Directors of Lahore American Society, R/o 31/6-B, Moh, Abu Bakr Block, New Garden Town, Lahore
11. **Omar Rasheed Chughtai**, S/o Akhtar Sohail Chughtai, Treasurer of Lahore American Society, R/o House no. 73/03, Mohalla Munir Road, Lahore Cantt
12. **Nuzria Ahmed Khan**, Secretary of the Lahore American Society, R/o CDA Form Scheme No. 1, Tarlai, Islamabad
13. **Sadaf Faisal Bhatti**, Member Lahore American Society, R/o House No. 257-D, Street No. 6, Mohala Phase 8, DHA, Lahore
14. **Jawad Zahoor Khan**, S/o Zahoor Iqbal Khan, Member of the Lahore American Society, R/o House No. 204, Block Ata Turk, New Garden Town, Lahore
15. **Aqsa Danish**, W/o Danish Tanveer, Member of the Lahore American Society, R/o 7/E, Mail Boulevard, Gulberg 3, Lahore
16. **Iqra Hassan Mansha**, W/o Hassan Mansha, Secretary of the Lahore American Society (2021), R/o House no. 28, Mohalla Main Gulberg, Lahore
17. **Asad Shafi**, S/o Muhammad Asif, Member of the Lahore American Society (2021), R/o 13-8 Asad Jan Road, Cantt, Lahore
18. **Dr. Robert Fielder**, Superintendent (Till 2022), Lahore American School, 15 Upper Mall, Canal Bank, Lahore.
19. **Peter M. Toscano**, Superintendent, Lahore American School, 15 Upper Mall, Canal Bank, Lahore.
20. **U.S. Department of State**, Through Richard C. Visek, Acting Legal Adviser, Office of the Legal Adviser, 2201 C Street, N.W, HST Room 6421, Washington DC 20520 USA.

...Defendants

**SUIT FOR DECLARATION & RECOVERY OF DAMAGES ALONG WITH
CONSEQUENTIAL RELIEF FOR BREACH OF CONTRACT AND FOR
WRONGFUL DEATH**

Respectfully Sheweth:

1. That the Plaintiff is an advocate of the Supreme Court of Pakistan and the managing partner at Khan and Associates, Lahore. That the Plaintiff is an alumnus of Harvard Law School, the University of London, and Punjab University.
2. That the Plaintiff No. 2 is the wife of Plaintiff No. 1 and the mother of Dawood Khan.

3. That the instant suit for damages is being instituted for breach of contract and for wrongful death of the Plaintiffs' son Muhammad Dawood Khan ("**Dawood Khan**"), who passed away on 21st November 2019, owing to the gross mistreatment, criminal negligence, wilful breach of contractual duties and various other callous acts and omissions of the Defendants as described in more details in this plaint.

Lahore American Society/Defendant No. 1:

4. That the Defendant No. 1 was founded, in 1956, as a society in accordance with the provisions of the Societies Act, 1860. The affairs of the Defendant No. 1 are managed by a Board of Directors (the "**Board**").

(Constitution and Bye Laws of Lahore American Society are attached herewith as ANNEXURES 1 & 2).

The Defendant No. 2/Lahore American School:

5. That, in 1956, the Defendant No. 1 founded the Defendant No. 2, which, as mentioned above, is supervised by the Board of Defendant No. 1. That the Defendant No. 2, is a co-educational day school, which offers a U.S. based educational program from Preschool through Grade 12. The Defendant No. 2, comprises of: (a) Elementary School, (b) Middle School, and (c) High School. That the Defendant No. 2, has a Principal for the Elementary School and a Principal for the Middle School and the High School, who is referred to as the Secondary School Principal.

Defendant No. 3/MSA:

6. That the Middle States Association of Colleges and Schools and the Commissions on Elementary and Secondary Schools based in Philadelphia, USA (collectively "**MSA**") are Defendant No. 3. The Defendant No. 3 accredited the Defendant No. 2 in 1984.
7. That the MSA provides accreditation services to American and international style schools. The Defendant No. 3 purportedly accredits early-childhood through post-secondary, non-degree granting public, private, faith-based educational institutions including special purpose schools, and learning services providers. Historically, the MSA has operated in the U.S. but it also awards accreditation to institutions in other countries around the world. The MSA, *prima facie*, boasts of some very lofty

standards of accreditation but alas, it is all a façade as will be explicated in the contents of the instant suit.

Other Defendants:

8. The Defendant No. 4, the American Ambassador to Pakistan who is the honorary *ex-officio* chairperson of the Board of the Respondent No. 1. The American Ambassador is also a member of the Board of LAS. Defendants No. 5, 6, 7 and 8 were respectively the Superintendent, Principal of the Secondary School, Physical Education Instructor and Vice Principal at the time during which Dawood Khan faced various untoward incidents at LAS and these incidents shoved Dawood Khan into deep depression and psychological trauma that eventually was too much for him to bear. These incidents would be recounted below in detail.
9. That Defendants No. 9-17 are all existing or past Members of the Board of the Defendant No. 1, and all are necessary and proper parties to the instant suit.
10. That Defendant No. 18 was also the Superintendent of Defendant No. 2 till 2022 and Defendant No. 19 is currently the Superintendent of LAS.
11. That the Defendants No. 5-19 were all part of the LAS during the time that Dawood Khan suffered immeasurably at the hands of the School Management and thus have a direct role to play in the eventual death of the Plaintiff's son.
12. That Defendant No. 20, US Department of State is also a necessary and proper party for the purpose of adjudication of the instant suit as the LAS is affiliated with the United States Department's Office of Overseas Schools. Said Department provides accreditation services to American and international-style schools attended by members of the U.S. foreign service and U.S. citizens working for non-government agencies and multi-national corporations. During the relevant period of unabated bullying and discrimination suffered by Dawood at the hands of the LAS management, the US Department of State was directly contacted by the Plaintiffs and was requested to intervene and to redress the grievances of the Plaintiffs as the US Ambassador to Pakistan is on the Board of Directors of LAS and the LAS is affiliated with the US Department of State.

Dawood Khan's Background:

13. That Dawood Khan was born in Lahore on 26 November 2001. Like any parent, who only has the best interests of his child in mind, the Plaintiffs embarked on a thorough research to find the most suitable schooling option for Dawood Khan. During this process, the Plaintiffs also considered Defendant No. 2, as an option and heavily relied upon the statements and representations made by the Defendant No. 2 regarding its quality of education, facilities, conducive environment, etc. and the grant of accreditation by the Defendant No. 3, which signified that the Defendant No. 2 fulfilled the very difficult standards prescribed by the Defendant No. 3. The Plaintiffs, having Dawood Khan's best interests in mind and in the sincere belief that Dawood Khan would surely benefit from becoming a student at Defendant No. 2, applied to the Defendant No. 2 for admission of Dawood Khan in Grade-2. In response, the Defendant No. 2 granted the admission. Thus, in 2008, Dawood Khan became a student of the Defendant No. 2. **This grant of admission by the Defendant No. 2, in response to the Plaintiffs' application constitutes a contract and all the representations made by the Defendant No. 2, whether expressly or impliedly, in its constituent documents form the terms and conditions of such contract** (the "*Contract*").
14. That Dawood Khan was an exceptionally bright student and in the Measures of Academic Progress (MAP) tests conducted by NWEA (Northwest Evaluation Assessments) from the United States, he was in the 99 percentile for English and 96-98 percentile in Math. NWEA works with over 7,800 schools and districts in the United States and in 140 countries around the world, reaching more than 8 million students. The MAP tests are the gold standard in evaluation of academic progress. That Dawood Khan was always a "gifted" student and in recognition he was selected by the Summer Institute for the Gifted (SIG) to attend a summer program conducted at Yale University in Connecticut, USA, in the year 2016. Dawood Khan successfully completed this program. In the year 2017, Dawood Khan was selected by Harvard University for its summer school. For this summer school he opted for the most rigorous and demanding Quantum Physics module which he successfully completed in Cambridge, United States of America. Dawood Khan had an IQ of 160 and scored 1480 in SAT I, a test he took when he was very young in Grade 10.
15. Through all this brilliance, however, Dawood Khan had to also grapple with some struggles. In 2012, the Defendant No. 2, relayed to the Plaintiffs that Dawood Khan seemed to suffer from some disability. When probed further, Dawood Khan was

diagnosed to be borderline autistic. Though Dawood Khan had to make certain adjustments, this did not come in the way of Dawood Khan from pursuing his studies.

16. That in the year 2015, Dawood Khan was diagnosed with a rare vision impairment known as Retinitis Pigmentosa/RP. This is a rare vision impairment in which the individual eventually loses his or her central or peripheral vision. RP is generally treated differently from complete blindness. It is well known that the diagnosis of RP among children is followed by a phase of acute emotional distress and psychological trauma. Physicians and psychologists recommend extreme care and caution for the patients during this critical phase so that the patients may successfully come out of this phase without any harm.
17. That despite this diagnosis, which could be debilitating for any individual, Dawood Khan did not lose his zeal and zest for life and he continued to engage in different activities that challenged his inquisitive and brilliant mind.
18. That in July 2018, Dawood Khan was offered a short internship in one of the most prestigious Chambers of Barristers in London. During this internship, he used to travel to the Chambers by himself using public transport system and also independently visited the Royal Courts of Justice to monitor cases assigned to him.
19. That in the summer of 2018, Dawood Khan worked with young autistic children at the OASIS School for Autism located at Sharif Medical City, Jati Umrah, Raiwind Road, which is located around 25 km from his residence. Dawood Khan used to commute to OASIS in a car unaccompanied by any attendant and without requiring any special assistance. The letter of appreciation which the Principal of OASIS School issued to Dawood Khan noted as under:

“He used his amazing patience and continuous supply of positive energy, to learn, teach and comprehend our students. His strong work ethics and budding professionalism was evident in his profoundly presented work”.

That earlier in February of 2017, Dawood Khan had completed an internship at the OASIS School. He had thereafter organized a bake sale at Defendant No. 2 / LAS to raise funds for the special students at the OASIS School.

20. That the above-mentioned activities truly and accurately demonstrate that Dawood Khan was not only someone who had exceptional intellectual capabilities, but also someone who was full of life and eager to participate in activities that challenged him intellectually and also activities that were for the greater benefit of humanity. He never allowed any of his disabilities to come in the way of his intellectual, academic and social welfare pursuits.
21. That the patients of RP commonly suffer from intense headaches. Dawood Khan used to suffer from acute headaches and migraines which further aggravated in the last quarter of the academic year 2017-2018. He had to miss school on account of headaches and seizures. During this period, the Plaintiff and his wife kept LAS informed about Dawood Khan's medical condition and provided copies of the medical certificates so that his absences could be excused as per the Bye Laws of LAS. These medical certificates were issued by:
- i. Dr. Muhammad Tayyib, Professor of Ophthalmology at SIMS and Services Hospital;
 - ii. Dr. Altaf Qadir Khan, Professor of Psychiatry at Lahore General Hospital; and
 - iii. Dr. Athar Javed, Professor of Neurology at King Edward University, Lahore.
22. That prior to this, LAS was also provided / shown the opinions obtained from Boston Children Hospital, Boston, USA, Massachusetts Eye and Ear Infirmary, Boston, USA (both parts of the Harvard University), SCHE Eye Institute of University of Pennsylvania, Philadelphia, USA, National Institute of Health (NIH) in Washington DC, USA, and Moorfields Hospital in London, England.

Background of Events that Precipitated in Dawood Khan's Harassment at LAS.

23. That in early 2016, Dawood Khan was acutely harassed and intimidated by some of his class fellows at LAS. This harassment was so intense that Dawood Khan could not go to the school for an extended period of time and had to be hospitalized on account of the psychological trauma that he suffered.
24. That this incident was duly brought to the attention of the Management of LAS, specifically, the Principal of its Secondary School at that time, Timothy Musgrove (Defendant No. 6). Throughout this episode, the attitude of Defendant No. 6 was that of cold indifference. He was entirely unwilling to take any proper action whatsoever

against the students involved, one of whom was the son of the then President of the Board of LAS.

(Copies of the email exchange that took place between the Plaintiff and Defendant No. 6 in 2016 are enclosed herewith as ANNEXURE 3).

25. That back in December 2016, the Plaintiff No. 1 had approached the Ambassador of the US to Pakistan, and relayed concerns about certain practices prevalent at LAS. The Plaintiff No. 1, wrote an e-mail to the then Ambassador and requested a meeting in order to discuss his complaints about the LAS. He informed the Ambassador, via said e-mail, that LAS's administration openly practiced discrimination and racism against locals and those who raised their voices met with dire consequences.

26. That this e-mail was also copied to Mr. Jonathan Pratt who was the Deputy Chief of Mission at the American embassy. There was further e-mail correspondence between Mr. Pratt and the Plaintiff No. 1, further to which the Plaintiff met Mr. Newsome in the American Consulate at Lahore. Mr. Newsome advised the Plaintiff to approach the Superintendent of LAS to resolve his issues. He also mentioned that it would not be appropriate for the American government to intervene in the affairs of LAS. The Plaintiff No. 1 expressed that he had taken that route already but to little avail. Despite this, the Plaintiff No. 1 agreed to try and approach the Superintendent again for resolution of his complaints.

(Copy of the e-mail correspondence with the US Ambassador, Mr. Pratt and Mr. Newsome is attached herewith as ANNEXURE 4)

27. That undoubtedly this episode left a very sour taste in the mouth of the LAS Administration and they took it upon themselves to ensure that the Plaintiffs pay for this. It is truly unfortunate that the series of events that unfolded later, clearly display that the School Administration decided to take their revenge against a minor who was disabled and vulnerable and while all this was happening the American Ambassador, who was the honorary chairman on the Board of LAS and a member of its Board, failed to discharge his legal and moral duties and did not play his role under the Constitution and Bye-laws of the LAS and under the laws of United States and Pakistan.

Cruel Treatment meted out to Dawood Khan at the hands of the Defendants:

28. That the completion of the American high school diploma requires four (4) years. Dawood Khan was on the verge of completing his third year in May 2018, whereafter he required just one additional year to complete his high school diploma. Without any prior intimation or warning, during a meeting on 10 May 2018, Jill Snedden, Vice-Principal of Secondary School informed Dawood Khan's mother that Dawood Khan would have to compulsorily opt for the five (5) year high school which was essentially a way of saying that Dawood Khan would have to repeat one year. This decision completely came out of the blue as it was illegal and totally unjustified as Dawood Khan was meeting, in fact he was exceeding all academic standards.
29. That till that point Dawood Khan was meeting all academic requirements and his academic results were up to the mark. It is also important to note that this requirement was imposed without consulting the Plaintiffs just 20 days before the end of the academic year. If the Plaintiffs were informed in time the Plaintiffs may have considered another school for Dawood Khan. The timing of this decision confirms that it was only an attempt to cause extreme distress to Dawood Khan and the Plaintiffs.
30. That just prior to the above meeting, on 25 April 2018, Dawood Khan along with his mother/Plaintiff No. 2, had a very long meeting at the LAS with Jill Snedden, Miss Viau and Miss Bisma regarding Dawood Khan's studies. No concern was raised during this meeting regarding his academic performance as there was none. However, in this meeting, Dawood Khan and his mother were given the name of an assistant/support teacher and advised to engage that Support Teacher for Dawood Khan's assistance on campus. When the Plaintiffs contacted this Support Teacher, he demanded an exorbitant salary of PKR 100,000 per month. As the Plaintiffs could not afford to pay such a hefty amount, the Plaintiffs informed LAS that they would not engage the Support Teacher nominated by LAS. This refusal was not appreciated by LAS.
31. That as soon as the Plaintiffs learned about the five (5) year option being proposed by LAS, Plaintiff No. 1 sent a detailed email to Defendant No. 5, the Superintendent of LAS on 11 May 2018 in which he rejected the five (5) year proposal. There was nothing in Dawood Khan's past academic record which was indicative of the fact that he could not finish his diploma in the normal time frame and needed an extra year. Hence if his academic performance was not an area of contention, LAS was solely

basing their proposal of an additional year due to his disability. In the email to the Defendant No. 5, LAS was reminded that they were acting in a manner which not only discriminatory and wholly unjust towards Dawood Khan but their actions were also violative of Pakistani laws in particular the Convention on the Rights of Persons with Disabilities (the "**CRPD Convention**") to which Pakistan and the United States of America were both signatories.

(Copy of Plaintiff's email dated 11 May 2018 is enclosed herewith as ANNEXURE 5).

32. That the Management of the LAS, however, remained very rigid and uncompromising in their stance. Due to the insolent attitude of the Management, the Plaintiffs were left with no option but to escalate this matter to the level of the Board of Directors of Defendant No. 1. This matter came up for consideration in the meeting of the Board of Directors of Defendant No. 1, held on 22 May 2018. This meeting was completely one-sided during which the members of the Board sat passively and did not express their views on the complaint of the Plaintiffs apart from uttering some ceremonial statements which signified nothing. It is to be noted that in this meeting of the Board the Management of LAS was also present, however, they did not utter a single word to support their proposal or to rebut the contentions of the Plaintiffs. It was quite visible that everything was pre-planned and the Board meeting only an eyewash.
33. That subsequently, the Plaintiffs had a meeting with the Management of Defendant No. 2 on 25 May 2018, through which the management proposed a one-sided and unbalanced Inclusion Plan proposal as an alternative to the five (5) year proposal presented earlier. This was followed by a fourteen to fifteen pages Inclusion Plan Contract (the "**IP Contract**") which was one-sided, discriminatory and drafted without any concern for Dawood Khan's privacy, dignity, self-respect and for his fundamental rights guaranteed under the Constitution of Islamic Republic of Pakistan, 1973 (the "**Constitution**") and the CRPD Convention. These unfair terms, [despite the earlier assurance from the Board of Directors of the Society that they would address his and his parents concerns], left Dawood Khan and the Plaintiffs feeling humiliated and disheartened.
34. That this IP Contract also contained an Accident Waiver and Release of Liability Undertaking ("**Liability Waiver**") through which the Defendant No. 2 wanted a waiver from liability in case Dawood Khan suffered an accident on its campus even when caused by the Defendant No. 2's negligence. This Liability Waiver was not only

against the spirit of the Contract between the Plaintiff and LAS mentioned above in paragraph 13, but was also contrary to the accreditation standards prescribed by the Defendant No. 3. Also, the Plaintiffs found themselves in a position of duress: in case they refused to sign this one-sided IP Contract the other alternative was the five (5) year high school diploma. It is pertinent to mention that contracts made under duress or undue influence are voidable.

(Copy of the draft liability waiver contract is enclosed herewith as ANNEXURE 6).

35. That the Plaintiffs, within the very limited scope that was allowed to them, attempted to seek modifications in the IP Contract that was drafted by LAS. However, despite their best attempts the Plaintiffs could not obtain a fairly balanced contract as there was no parity between the two contracting parties. However, the Plaintiffs stood their ground on one aspect and that was that they would not sign the Liability Waiver unless it contained a clause that excluded from the scope of the waiver, liability incurred by LAS on account of its negligence. Having no other choice, the Plaintiffs signed the IP Contract but refused to sign the Liability Waiver. After this refusal, Dawood Khan became a victim of the school Management's vendetta. An example of the harassment he was subjected to is that he was repeatedly asked to submit medical certificates despite the fact that the certificates already provided, were sufficient to appreciate the state of Dawood Khan's health. This was just a way to put undue pressure on Dawood Khan and it only added his mental agony.
36. It is pertinent to note that the IP Contract was to be printed by LAS and provide its copies to the Plaintiffs and Dawood Khan for their signatures. Timothy Musgrove requested the Plaintiffs to sign the IP Contract and send it to LAS for its signatures. Accordingly, the Plaintiffs signed the IP Contract and two signed originals of the Contract were delivered to LAS in the morning of 4 June 2018, through a special messenger. The LAS was expected to do its part, sign the IP Contract and provide to the Plaintiffs the second signed copy. LAS never signed and delivered to the Plaintiffs the IP Contract after tactfully extracting the signatures from the Plaintiffs.

(Copies of Tim Musgrove's email dated 3 June 2018, confirming that he would return the Inclusion Plan Contract after LAS's signatures and the Inclusion Plan Contract signed by the Plaintiffs are enclosed herewith as ANNEXURES 7 & 8, respectively.)

37. That it is pertinent to mention that Defendants No. 6 and 8 were expecting promotions during the summer of 2018. Timothy Musgrove had hoped to be promoted to the status of Superintendent after the retirement of Kathy Khan while Jill Snedden had hoped to be promoted as the Principal of the Secondary School. This, however, did not materialize and even their contracts were not renewed by the Board as they had expected. Timothy Musgrove and Jill Snadden could not do much against the Board but it appears that they decided to create as much acrimony in the school as possible and Dawood Khan became a victim of this acrimony. It was the responsibility of the Board to protect Dawood from the wrath of Defendants 5-8 but the Board decided not to interfere and let a child with disabilities suffer.

Hostility and Degrading Attitude of the Defendants:

38. That, on 16th August 2018, the Plaintiffs received an email from Kathy Khan in which she asked the Plaintiffs about the liability waiver/legal disclaimer and mentioned that Salman Sajid, on behalf of the Defendant No. 2, would contact the Plaintiff “to move forward”. Kathy Khan wrote: “We have not heard if any of the other agreements have been completed. We hope to hear from you soon”. The Plaintiff responded to this email the same day to inform Kathy Khan that the Contract had been signed and delivered to the Defendant No. 2 on 4th June, 2018. The Plaintiff emphasized that the liability waiver would not exclude the Defendant No. 2 from any liability for its negligence. The Plaintiff concluded this email by saying: “Apart from the above I don’t think there are any outstanding issues”. Kathy Khan never responded to this email.

(Copies of the LAS’s email and the Plaintiff No. 1’s reply thereto both dated 16 August 2018, are enclosed herewith as ANNEXURES 9 & 10, respectively.)

39. That on the very next day, the Plaintiff No. 1 received an email from Salman Sajid and a phone call. The conversation between the Plaintiff and Salman Sajid only covered the issue of liability waiver during which the Plaintiff reiterated his position regarding exclusion for negligence of LAS.

(Copy of the LAS’s email dated 17 August 2018 is enclosed herewith as ANNEXURE 11)

40. That LAS re-opened on 27 August 2018, after summer vacations. Dawood Khan, his mother and the Support Teacher, who was engaged by the Plaintiffs pursuant to the Contract, reached the school on time. In a wanton display of hostility, Dawood Khan was barred from entering the campus and was asked to leave. The reason given by Defendant No. 6 was that the Plaintiffs had not signed the Liability Waiver and the medical certificates of Dawood Khan were not submitted. The Plaintiff No. 1, at 10:07AM, on the same day, wrote to Kathy Khan to inform her that Dawood Khan had been denied entry to the campus although LAS had no legal and moral basis for asking for those papers as it had not kept their end of the bargain and not yet signed the IP Contract. In keeping with the Defendant No. 2's evasive conduct where it would not communicate in writing fearing documentation of its illegalities, Kathy Khan did not reply.

(Copy of the Plaintiff No. 1's email dated 27th August 2018, to Defendant No. 5 is enclosed herewith as ANNEXURE 12)

41. That, at 12:00 p.m., on the same day, Dawood Khan again returned to LAS, this time accompanied by his lawyer. The lawyer wanted to meet Defendant No. 5, but he was only allowed to meet Salman Sajid who was Manager Accounts & Finance at LAS. Dawood Khan was again forced to return home after he was made to wait for forty-five (45) minutes at the Campus. Thereafter, a meeting was held between the Plaintiffs' lawyer, Defendant No. 5, Defendant No. 6, Salman Sajid and Defendant No. 8 in which LAS again demanded, without any legal basis whatsoever, the liability waiver and the medical certificates. During this meeting Defendant No. 6 was once again very hostile towards the Plaintiffs' lawyer.

42. That on the same day, the Plaintiff No. 1, lodged a formal complaint with the President of the Board of Directors of LAS in which the Board was, *inter alia*, requested to, at the very least, allow Dawood Khan to attend the school. However, the administration of the LAS insisted that entry would not be allowed without medical certificates.

(Copy of the Plaintiff No. 1's complaint dated 27 August 2018, to the President of the Board of Directors of the LAS is enclosed herewith as ANNEXURE 13)

43. That on 28th August 2018, Dawood Khan, his mother and the attendant arrived at the School on time. Defendant No. 6 again confronted them but he was informed that they had brought along with them, the medical certificates although they were under no

legal compulsion to do so. Upon this, Defendant No. 6 spoke with Dawood Khan's mother in a harsh and offensive tone and stated that the Dawood Khan "cannot be on campus". Dawood Khan's mother decided not to get into any altercation with the Defendant No. 6 who seemed to be furious and demanded a meeting with Defendant No. 5 instead. That in the meeting held subsequent thereto, the Defendant No. 5 accepted the medical certificates and did not insist on the Liability Waiver contract and allowed Dawood Khan to attend School - an act which seemed to have further enraged the Defendant No. 6.

44. It appears that at this point Defendant No. 6 became completely furious and went out of his way to take his revenge on a minor with severe disabilities. The Administration of LAS in general and Defendant No. 6 in particular, used every opportunity they got to degrade, humiliate and disgrace Dawood Khan. A horrid example of this behaviour is that the Defendant No. 6 ordered Dawood Khan that while on the school's premises, he had to carry and use a white cane. He furthermore ordered that while on Campus, he can move around the campus only when he is accompanied by his attendant and he has to compulsorily put his hand on his Support Teacher's shoulder.

45. That the above condition was patently discriminatory and imposed only to humiliate Dawood Khan. The Defendants knew fully-well that Dawood Khan was not completely blind and has been independently commuting on public transport in London for his internship and also commuting to OASIS as mentioned above. The Defendant No. 5 introduced this policy in the name of safety. This not only stigmatized and humiliated Dawood Khan, but also lowered Dawood Khan's self-esteem and confidence.

46. That the Plaintiff No. 1, on 29th August 2018, sent an email to Defendant No. 5 to confirm whether or not the abovementioned order passed by Defendant No. 5, was in fact, approved by LAS. The Defendant No. 5 responded to this email on 30th August 2018 and confirmed that the LAS had mandated this policy for Dawood Khan.

(Copy of the Plaintiff No. 2's email dated 29 August 2018 and Defendant No. 2's response dated 30 May 2018 are enclosed herewith as ANNEXURES 14 & 15, respectively)

47. That what is important to note is that no one just starts using a white cane. The first step is an assessment of whether or not a white cane is required and such an assessment can only be made by a qualified medical practitioner - not by the Principal of a school.

The use of a white cane requires prior specialist training. If LAS felt, although wrongly, that Dawood Khan required the use of a white cane that could have been mentioned in the Inclusion Contract that LAS had forcibly obtained from the Plaintiffs just three months ago! This goes on to prove that this spur-of-the-moment command was issued only to stigmatize and humiliate Dawood Khan.

48. That it should not go unnoticed that at the time very time when LAS wanted Dawood Khan to carry a white cane he was attending the prestigious Pakistan Archers and Archery Academy at Lahore and was a skilled archer hitting bull's-eye not infrequently. If a child can practice archery in public places frequently hitting bull's-eye why the same child has to carry a white cane and simultaneously keep his hand on his attendant's shoulder while at school? The fundamental principle of law for persons with disabilities is that of "individual autonomy" which means that choices cannot be imposed on individuals with disabilities against their wishes. Clearly and undeniably, LAS imposed these humiliating conditions on Dawood Khan only as a cruel and inhuman punishment and indeed not for his welfare.

Dawood Khan being denied courses of his choice:

49. The harassment and humiliation of Dawood Khan did not end here. In order to severely damage Dawood Khan's academic career, LAS also prevented him from choosing the competitive courses of his choice. Dawood Khan had opted for AP Literature and AP Statistics, which he was fully qualified to opt for. On 3 September 2018, this selection of courses, as per Bye-laws of LAS, was duly allowed by the relevant teachers, i.e., Randall Ball and Jon Lind, respectively. However, Timothy Musgrove soon afterward, without any legal authority, arbitrarily rejected this course selection by Dawood Khan again only to cause distress to the Plaintiffs and Dawood Khan.
50. On 4 September 2018, the Plaintiffs' lawyer sent an email to the Defendant No. 5 in which he objected to this rejection. Afterwards, on the same day, Jill Snedden, informed Dawood Khan, in the presence of his Support Teacher, that the Defendant No. 5 would not allow Dawood Khan to opt for the courses of choice and he had to opt for the courses prescribed by the Defendant No. 5. Jill Snedden informed Dawood Khan that in case he refused to opt for the prescribed courses, the Defendant No. 5 would not allow Dawood Khan to graduate. Thus, Dawood Khan's right to education was threatened. Dawood Khan being one of the brightest students in his year, felt alienated and mistreated on account of being refused the basic right to choose subjects

of his choice. This amounted to blatant discrimination and was part of a concerted effort on part of the Defendants/School management to compel Dawood Khan to leave the school himself.

(Copy of course selection sheet confirming the approval of courses by the relevant teachers & copy of e-mail dated 4 September 2018 are attached herewith as ANNEXURE 16)

51. That it is to be noted that LAS is a prohibitively expensive educational institution and the most expensive educational institution in Lahore, if not the whole of Pakistan. The annual fee of Dawood Khan was US\$ 13,511 or PKR [1,675,364]. The Plaintiffs had paid the fee for academic year 2018-19 in full, and this was paid in advance as mandated by the School Policy. It is most unfortunate that even after payment of such hefty tuition fee, the LAS prevented Dawood Khan from selection of competitive subjects of his choice. This also amounts to a blatant breach of Contract by the Defendant No. 2 of the Contract of Admission between the Plaintiff and the Defendant No. 2, whereby in exchange for payment of dues and fees, the School administration was mandated to provide education in accordance with their stated policies and in a manner free from any discrimination and ill-treatment whatsoever. The LAS forced Dawood Khan to choose non-competitive subjects only to ensure that he remained secluded from his classmates. This was an utterly unfortunate attempt to isolate Dawood Khan from everyone and everything he recognized and valued as familiar. It is of note that this fee was never refunded to the Plaintiffs despite the fact that Dawood was not allowed to attend school after 4th September 2018.

(Copy of Fee Bill & Payment for the Academic Year 2018-2019 is attached herewith as ANNEXURE 17)

52. That the subjects that Dawood Khan was forced to choose are not considered of much worth by good international colleges and universities to which Dawood Khan was planning to apply to. This again amounted to bad faith on part of LAS and the other Defendants to hurt Dawood Khan in the college admissions process. Alas, that opportunity to even apply to colleges of his choice was taken away so ruthlessly by the Defendants by creating circumstances that eventually lead to the untimely and sad demise of Dawood Khan.
53. Loss had followed loss for Dawood Khan at this point. At a time when he was extremely vulnerable emotionally and physically, rather than the School acting as his support system, it turned against him; in fact, the School Administration actively took

it upon itself, to ensure that Dawood Khan was left without any ray of hope to cling on to. He was made to suffer humiliation and discrimination every passing day. He was forced into a state of utter helplessness and despair. At a time when Dawood Khan needed more to do in his life, in order to preserve his inherent innocence and his zest for life, the Defendants took it all away. They took everything that he had possessed and with that they chipped away by bits and pieces, at his self-esteem to the extent that eventually nothing remained.

Threat to the life and well-being of Dawood Khan:

54. LAS, in connivance with its staff, also threatened Dawood Khan's life [something the Plaintiffs feared and for that reason, they consistently refused to sign the liability waiver agreement]. That before recounting another unfortunate incident that took place that really impacted Dawood Khan's mental and physical well-being, it is important to refer to certain events that took place earlier and the commitment made by the LAS, which was not honoured, like all other commitments. That through letter dated 25 May 2018, addressed to Dawood Khan's mother/ Plaintiff No. 2, , the Defendant No. 5, in relation to Dawood Khan's Physical Education/PE, stated:

“The examination and approval of the physician should indicate the category of physical activities Dawood Khan can participate in to earn credit for a modified PE class in grade 12. The Learning Support Team will modify the curriculum in conjunction with the Guidance Counsellor and base modification upon physician's recommendations”.

(Copy of the Letter dated 25th May, 2018 is attached herewith as ANNEXURE 18)

55. That undoubtedly Dawood Khan's Physical Education was to be modified “upon physician's recommendations” and “with the approval of the physician”. This is what LAS and the Defendant No. 5 had expressly represented to Dawood Khan's parents.
56. That on 30 August 2018, in the absence of the physician's recommendations, Peyron Gilles/Defendant No. 7, who was the Physical Instructor at LAS, instructed Dawood Khan to use a treadmill next to the swimming pool which was especially brought and placed next to the swimming pool in the open in 41 degrees centigrade temperature in extremely humid weather. Dawood Khan had no prior intimation of this PE session and was wearing regular clothes with leather ankle high shoes. Dawood Khan's

support teacher informed Defendant No. 7 that it would be unsafe for Dawood Khan to be exposed to such extreme temperatures for an extended period of time and that Dawood Khan should instead be allowed to use the treadmill indoors in controlled temperature. Defendant No. 7, however, arrogantly dismissed this request and instructed Dawood Khan to start running on the treadmill in his leather ankle high shoes while he monitored him from the swimming pool. Dawood Khan, who was physically not strong, took several breaks and as expected after 35 minutes, he developed a severe migraine and was about to collapse. After this session came to a halt because of Dawood Khan's medical condition, his Support Teacher asked Defendant No. 7 if she could take Dawood Khan indoors to avoid further heat exposure. This request was again rejected and Dawood Khan was made to sit in the open, in intense heat, till the 90 minute class ended. This incident left Dawood Khan feeling extremely vulnerable and humiliated.

(Copy of e-mail written by Dawood Khan's attendant to the management of LAS the same day is attached herewith as ANNEXURE 19)

The match in the powder barrel:

57. That consequently, Dawood Khan and Plaintiff No. 1 were virtually left with no option but to institute a lawsuit against LAS and some of its staff in Lahore on 1 September 2018. On the same day, an injunction was issued against LAS restraining it from taking any step to endanger the life and dignity of Dawood Khan along with a direction to the Principal to refrain from creating any hurdles in Dawood Khan attending the courses of his choice.

(Copy of civil suit for declaration and specific performance and the injunction obtained are enclosed as ANNEXURES 20 & 21)

58. That not surprisingly, LAS, did not pay heed to this injunctive order and once again disallowed Dawood Khan from choosing courses of his choice. On 4 September 2018, at 2.04 p.m. the Plaintiff's lawyer issued a notice of contempt of court to the Superintendent of LAS and the President and one other member of the board of Directors of Defendant No. 1. This Notice disclosed instances of LAS' violation of the court's injunction while LAS and the Board were cautioned that the Plaintiffs would be compelled to institute contempt of court proceedings against LAS, its officers and the Board. As always, this Notice was contemptuously ignored.

(Copy of notice of contempt is attached herewith as ANNEXURE 22)

59. That the LAS stubbornly believes that the laws of Pakistan do not apply to it or its staff and that it is above all laws and ethical standards. The LAS takes this erroneous position on account of its affiliation with the American Embassy/Ambassador in Pakistan; its linkage with the US Department of State of the United States; and its Board which consists of some of the wealthiest and the most well-connected Pakistanis.
60. That, with a mindset as described above, the contempt notice further infuriated the management as at around 2:55 p.m. the same day, Jill Snedden took Dawood Khan Khan and his attendant to a corner in the school library (out of view of any CCTV cameras) and categorically stated that the LAS had rejected the selection of the courses made by him and he would have to opt for the courses illegally mandated by LAS. She further stated that if Dawood Khan did not take the courses so mandated, they would ensure that he did not graduate from LAS.
61. That Jill Snedden did not stop here and went ahead to state that Dawood Khan must carry a white cane or put his hand on the shoulder of his Support Teacher while on the Defendant No. 2's campus. She further stated that Dawood Khan's failure to do so would amount to insubordination. When Dawood Khan tried to explain to her that he did not need either a white cane or to put his hand on the Support Teacher's shoulder as his eyesight was not impaired to such an extent, Jill Snedden stated:
- “Dawood Khan, you are not like other children. You are a disabled child.”**
62. That she told Dawood Khan not to come to the campus if he was not willing to comply with the instructions regarding carrying a white cane and putting his hand on his Support Teacher's shoulder. This callous and cruel behaviour caused irreparable harm to Dawood Khan's self-esteem and the emotional trauma was such that he never recovered from it. These series of events instilled in him a deep sense of helplessness and frustration.
63. That, on the same day, to make matters worse, Kathy Khan sent an email to Dawood Khan stating:

“It has been reported by several teachers that you are contacting them directly... and dictating proposed classes. Kindly refrain yourself from engaging in such activities that hurt the organizational discipline.”

64. That due to this severe mistreatment by the Defendant No. 2, Dawood Khan was under immense mental stress. On the evening of 4 September 2018, it became unbearable for Dawood Khan and he suffered a nervous breakdown. Dawood Khan had to be hospitalized. According to the doctor, Dawood Khan “was having acute stress disorder for last few days.”

(Copy of e-mail dated 4 September, 2018 is attached herewith as Annexure 23).

65. Clearly the sole purpose of the e-mail was to intimidate a minor and to build a false case against him on the ground that he was not following the discipline of the school. The Superintendent knew fully well that Dawood Khan had followed all procedures and the teachers approved his course selection in writing and for that he had to approach them. Did Dawood Khan not have rights similar to the rights of other students to choose his courses? However, this e-mail proved beyond a shadow of doubt that the Superintendent who officially headed LAS was aware of the court’s order and she decided to openly flout that order while referring to it as “dictation”.

66. That, after 4th September 2018, Dawood Khan was not allowed to enter the campus unless he complied with the illegal and humiliating terms being dictated by Defendant No. 5 and other management of the school. The constant harassment of Dawood Khan that day resulted in his nervous breakdown for which he was taken to the hospital emergency in the evening. This was later confirmed by his regular physician who observed that Dawood Khan “was having acute stress disorder for the last few days”. That, on 5 September 2018, the Plaintiff’s lawyer informed the Defendant No. 2 of Dawood Khan’s psychological trauma caused by the mistreatment at the hands of the Defendant No. 2.

(Copy of e-mail sent to the Superintendent and the president of the Board informing them about Dawood Khan’s medical condition after the incidents on 4th September 2018 attached as Annexure 24)

67. That consequently, on behalf of Dawood Khan a contempt Petition was filed before the Lahore High Court against violation of the Civil Court’s injunctive Order. The Lahore High Court passed an order in favour of Dawood Khan directing that no

coercive action may be taken by LAS against Dawood Khan. This Petition was continually flouted by the Defendants.

(Copy of Contempt Petition and injunctive relief obtained therein are enclosed as Annexures _25 & 26).

68. That it is pertinent to note that the suit for declaration and specific relief filed by the Plaintiffs is still pending before the Civil Court wherein to date, even issues have not been framed. In 2019, the Plaintiff did file a petition before the High Court seeking direction to the civil court for framing of issues. However, in the pending Civil Suit issues have so far not been framed.

(Copy of Petition filed under Article 199 is attached herewith as Annexure 27)

Communication with the MSA/Defendant No. 3

69. That, on 22 September 2018, the Plaintiffs' American lawyer Arthur Goldman, formally wrote to the Defendant No. 3 and shared the details of the incidents of mistreatment and harassment of Dawood Khan at the hands of the Defendant No. 2. Various violations of different local laws and regulations by the Defendant No. 2 were also pointed out. The Defendant No. 3 was, inter alia, requested to initiate an inquiry into whether the accreditation of Defendant No. 2 shall be maintained. Sadly, the Defendant No. 3 refused to consider the complaint filed by the American lawyer of the Plaintiffs on the purported ground that it does not entertain complaints from third parties.
70. That, on 26th September 2018, the Defendant No. 3 shared a Complaint Form with the Plaintiffs' lawyer and the Plaintiff. The Plaintiff was requested to fill the Complaint Form and submit the same to the Defendant No. 3. On 2 October 2018, as requested by the Defendant No. 3, the Plaintiffs submitted the Complaint Form. On 3 October 2018, the Defendant No. 3 acknowledged the receipt of the Complaint Form. The Defendant No. 3 also informed the Plaintiffs' lawyer and the Plaintiffs that it would reach out to the Defendant No. 2 regarding the Complaint and seek comments thereto. On 9th October 2018, the Plaintiff's lawyer wrote to the MSA and requested that the MSA provide a copy of Respondent No. 2's response to the Complaint. On 16th October 2022, the Plaintiff No. 1, wrote to the Defendant No. 3 and requested the Defendant No. 3 to expedite the process. In response, the MSA kept employing delaying tactics and did not provide a copy of the reply to the Plaintiff despite repeated requests. The Plaintiff also informed the Defendant No. 3 that Dawood Khan had not

attended for so long owing to the issues he was facing there. Despite all this communication and continuous efforts on part of the Plaintiff to sensitize the MSA regarding the gravity of the situation, the MSA remained completely unperturbed. On 31 October 2018, the Defendant No. 3 expressed its inability to take any action regarding the complaint submitted to it by the Plaintiff on account of the fact that legal proceedings between the parties were already pending before the Court and till such time that there is a decision from court, the MSA won't be able to take any action.

71. On 1 November, 2018, the Plaintiff No. 1, responded to the email and stated that the question before MSA was whether MSA could and continue to accredit LAS despite its open and flagrant violations of MSA's own standards and policies. Cogent evidence was provided to MSA that established, *inter alia*, that LAS did not even have the required licenses to operate in Punjab province and its foreign teachers did not have the required governmental permissions. The Plaintiff NO. 1, urged the Defendant No. 3 that it would be entirely illogical for the MSA to wait for a decision from the courts of Pakistan and base its decision of continuing accreditation of Defendant No. 2 on this eventuality. These two matters are entirely independent and the MSA could not hold off conducting an inquiry into the affairs of LAS on such flimsy grounds. Despite these efforts of the Plaintiff, to date, the MSA has remained indifferent to the agony of the Plaintiffs.

(Copy of the Complaint to the MSA and the e-mail correspondence with the MSA is attached herewith as ANNEXURE 28) .

The untimely and unnatural demise of Minor Dawood Khan:

72. That, after a long period of repeated harassment, mistreatment and intimidation by the Defendants, Dawood Khan was barred from entering the school premises where he had spent the better part of his life. Not only had he spent his lifetime in that School, he was about to successfully complete his education. 4 September 2018, was Dawood Khan's last day at LAS after which he was not allowed by the School administration to enter. Try as he might, he could not forget and could not get past the harmful and indelible impact, the humiliation and ill-treatment at the hands of the Defendants.
73. That the school administration did not stop here - after Dawood Khan was forced to leave the school - the school administration cautioned all of his classmates not to maintain any contact with him. His classmates who were all in their final year and hence most vulnerable, were told that "either you are with us or against us". After 4

September 2018, Dawood Khan, who was on the spectrum, was not only forced out of an environment he was accustomed to for the last 10 years of his life, but his contact with his friends was also forcibly cut by the administration of LAS.

74. That Dawood Khan went into a state of depression which unfortunately culminated in his death by suicide on 21 November 2019. Dawood Khan committed suicide by hanging himself in his room. He was seventeen years of age at the time of his passing. Dawood Khan's body was discovered by the Plaintiffs. The police was immediately informed, and they promptly reached the scene of the incident. On the same day, a Police Report as mandated under Section 174 of the Code of Criminal Procedure 1898, was filed by the concerned Police Officer. The complaint also specifies the cause of Dawood Khan's unfortunate and untimely demise and details the events at LAS that lead to Dawood Khan's death. *(A Copy of the Police Report under Section 174 of the Code of Criminal Procedure, 1898 is attached herewith as Annexure 29)*
75. It is of crucial significance to highlight that despite being fully aware of the medical impairments that Dawood Khan has suffered from over the years, and the potential debilitating psychological impact of such conditions, the School Administration, went out of its way to make Dawood Khan's already difficult and challenging life, unliveable. The pattern of cruel treatment meted out to Dawood Khan at various instances over a considerable period of time, unmistakably reflects that he was singled out, discriminated against, isolated and made to suffer done on account of his disabilities. This inhumane treatment is in complete and utter derogation of the most fundamental and basic contractual obligations that are owed by a school in respect of its minor students. Further, this is also a breach of duty of care that is owed by the School to its pupils.
76. That it is now proven by medical science that bullying, harassment and intimidation can cause severe anxiety, trauma and depression which can lead to suicidal tendencies. This risk is further aggravated in minors who suffer from disabilities. In this case, it is pertinent to note that the intimidation and bullying came from the management of School who are actually universally recognized to be in charge of the care and support of minors. In instances where bullying originates from the care-givers, the detrimental effects are devastating and lethal.
77. There is ample jurisprudence which has been developed under the law of different countries such as the U.S. whereby such breaches of contractual obligations (express

or implied) and duty of care and failure to protect minor students, by Schools is actionable under law. Suffice to say that bullying and intimidation of a minor who suffered from disabilities by the School Management itself, would constitute the most glaring and gross breach of school's basic contractual obligations and duty of care. There are precedents from various jurisdictions all over the world, where schools have been held responsible and accountable in cases where bullying and harassment has led to suicide by minor students. Dawood Khan's suicide was a direct result of the prolonged intimidation and bullying inflicted by the Defendants.

Legal and the Administrative Structures of Lahore American Society and Lahore American School:

78. That under Article II of the Constitution of Defendant No. 1, the Lahore American Society was established to:

- “1. To provide educational facilities and operate a school according to American standards and practices for the children of members of the Society;
2. To promote a spirit of good fellowship and international understanding...” (Emphasis added).

79. That Article III of the Constitution of the Defendant No. 1 provides:

“1. Voting members of the Society shall consist of:

- (1) The Ambassador of the United States of America to Pakistan,
- (2) Tuition-paying parents (or guardians) of children enrolled in the school, and
- (3) Regular teaching staff on written contract....”

80. That Article IV of the Constitution of the Defendant No. 1 provides:

“1 The Ambassador of the United States of America in Pakistan shall be Honorary Chairman of the Society, and he, or his designated representative, shall be an ex-officio member of the Board of Directors. Nothing in this article shall prevent the Ambassador from naming an elected member of the board to the additional duty or representing the Ambassador on the Board.

2 The officers of the Society shall be a President, Vice-President, Secretary, and Treasurer who, with three Board Members at Large, shall constitute the Board of Directors, in which the Society shall vest responsibility for management of the School... all subject to the approval and control of the Society.” (Emphasis added).

81. That Article V of the Constitution of the Defendant No. 1 provides:

“A superintendent of the School shall be engaged by the Board and, as their executive officer, shall be responsible to the Board for the operation of the School.” (Emphasis added).

82. That Article IX of the Constitution of the Defendant No. 1 provides:

“The Society will adopt Bye-Laws consistent with this Constitution, for the direction and guidance of the Board of Directors.”

83. That, as mentioned above, the affairs of the Defendant No. 1 are managed by a Board of Directors (the “**Board**”).

84. That, in 1956, the Defendant No. 1 founded Lahore American School (“**Defendant No. 2 or LAS**”), which, as mentioned above, is supervised by the Board.

85. That the workings of Defendants 1 and 2 are internally regulated by their Constitution (the “**Constitution**”), Bye-laws (“**Bye-laws**”) and other constituent documents which lay significant emphasis on equality, religious freedom, racial harmony, morality, ethics and the rule of law.

86. For instance, LAS has a **Delineator Statement** which states that every nation, every international community, must have a “Lighthouse School of Excellence”. The Delineator Statement claims that “ ‘Lahore American School is Lighthouse School of Excellence’ for Pakistan and the world”.

87. The **Delineator Statement** goes on and asserts that “A ‘Lighthouse School of Excellence’ must hire and retain top faculty and compensate them accordingly. Evaluation to ensure that only exemplary faculty members guide LAS children is essential and continuous improvement is a constant”.

88. LAS has formulated an **American Principles of Education Statement** which states that “[t]he manner in which we ‘*do business*’ at Lahore American School is defined in our Mission Statement, specifically, we ‘utilize American Principles of Education’”.

89. The Board has identified ten principles that the Board considers as critical “for teachers and students embracing an educational approach utilizing **American Principles of Education**”. These **American Principles of Education** include the following:

“An American educational approach values, respects, and responds to Diverse Talents and values, embraces, and engages Diverse Ways of Learning... There are many ways to learning... Students need the opportunity to show their talents and learn in ways that work for them. Then they can be pushed to learning in new ways that do not come as easily.” (Emphasis added).

90. The **American Principles of Education Statement** asserts that an American Educational Approach is based on, among others, the following assumptions:

“A belief in the equality of all and an appreciation that education is the greatest of equalizers among free people”.

“A commitment to democratic discourse and respectful tolerance and appreciation for varying viewpoints”. (Emphasis added).

91. LAS has a **Belief Statement** too which states that “[w]hile understanding that our school is accountable to the Lahore American Society” we, among others, believe in below:

“Self-esteem is directly related to success....

Children are our community’s most valuable asset...

Diversity with respect is a strength.

All children have a right to safety, love, and learning”. (Emphasis added).

Responsibilities of the Board of Directors:

92. The Bye-laws of the school lay down the **Standards for Board Members**. These Standards for Board Members include:

“To achieve the mission of Lahore American School, the Board establishes a structure and creates an environment to ensure all students the opportunity to attain their maximum potential through a sound organizational framework”.

“The Board serves as Lahore American School’s key advocate on behalf of students to advance the school’s mission.”

“The Board performs in a manner that reflects service to the Society on behalf of students by conducting Lahore American Society business in a fair, respectful and responsible manner.”

“The Board promotes the welfare of the school and all children through the political process at Society, city, national and international levels.”

“The Board creates an atmosphere of openness and respect by seeking input from students, staff, and community members on specific issues when appropriate.” (Emphasis added).

Responsibilities of the Superintendent:

93. The Bye-laws also lay down **Standards for Superintendent** which, *inter alia*, state that:

“The Superintendent acts with integrity, fairness and in an ethical manner”.

“The Superintendent facilitates processes and engages in activities ensuring that: all individuals are treated with fairness, dignity and respect” and “counseling and support programs are developed to meet the needs of students and families.” (Emphasis added).

1. Under the head, **Performance Descriptors** the Bye-laws state:

“The Superintendent facilitates processes and engages in activities ensuring that:

- examines [sic] personal and professional values
- demonstrates a personal and professional code of ethics
- demonstrates values, beliefs, and attitudes that inspire others to higher levels of performance
- serves as a role model
- accepts responsibility for school operations ...
- treats people fairly, equitably, and with dignity and respect
- protects the rights and confidentiality of students and staff
- demonstrates appreciation for and sensitivity to the diversity in the school community
- recognizes and respects the legitimate authority of others
- examines and considers the prevailing values of the diverse school community
- expects that others in the school community will demonstrate integrity and exercise ethical behavior
- fulfills legal and contractual obligations
- applies laws and procedures fairly, wisely and considerately”.

2. The Performance Descriptors furthermore require that:

“The Superintendent facilitates processes and engages in activities ensuring that ... the school Society works within the framework of policies, laws, and regulations enacted by local, state, and federal authorities”. (Emphasis added).

Responsibilities of the Principals:

94. The bye-laws also lay down the **Standards for Principals**. The Standards for Principals state that the principal has an understanding of and demonstrates competence in the Teacher Standards. The Teacher Standards include “Pupil growth and development. The teacher understands how children with broad ranges of ability learn and provides instruction that supports their intellectual, social, and personal development.”

“The Principal believes in, values, and is committed to:

- the ideal of the common good

- the right of every LAS student to a world-class, quality education
- bringing ethical principles to the decision-making process
- subordinating one's own interest to the good of the school community
- accepting the consequences for upholding one's principles and actions
- using the influence of one's office constructively and productively in the service of all students and their families
- development of caring school community".

“The Principal facilitates processes and engages in activities ensuring that:

- expects that others in the school community will demonstrate integrity and exercise ethical behavior
- fulfills legal and contractual obligations
- applies laws and procedures fairly, wisely and considerately.”

95. That the official website of the Defendant No. 2 declares:

“The mission of Lahore American school is to foster an inclusive environment where students are supported on their journey to becoming independent thinkers, lifelong learners, global citizens, and empathetic individuals.” (Emphasis added).

“At Lahore American School we believe that every child has the right to develop themselves physically, emotionally and intellectually while being protected from any form of violence, abuse or neglect.... These are also obstacles to their education and wellbeing as well as their physical, emotional and spiritual development. LAS endorses the UN Convention on the Rights of the Child and seeks to be a safe place for students who may be experiencing the above mentioned in any aspect of their life.” (Emphasis added).

“All staff employed by Lahore American School are responsible for the care, safety, and protection of children. This responsibility extends to the identification and timely response to concerns regarding the

possible sexual, physical, psychological and emotional abuse or neglect of a child.” (Emphasis added).

“We are committed to safeguarding and promoting the welfare of children and young people and expect our staff and volunteers to share this commitment.” (Emphasis added).

“We ensure that we practice safe recruitment in checking the suitability of all staff and volunteers to work with children and young people.” (Emphasis added).

“We strongly encourage the identification and reporting of child abuse or neglect and the provision of support and assistance to children who have been abused or neglected.” (Emphasis added).

“We are dedicated to supporting the needs and abilities of our students while taking into consideration their individual levels and learning styles.”

96. That the Plaintiffs respectfully submit that the constituent documents of Defendants 1 and 2 imposed an obligation on them to safeguard and protect the fundamental rights and in particular the life of Dawood Khan. Adequate safeguards and mechanisms were provided in the Constitution as well as the Bye-laws of Defendants 1 and 2 where the Board of Directors could take appropriate action if the staff of the school was involved in discrimination and racism against Dawood Khan. The above description proves beyond a shadow of doubt that the Board had the authority rather an obligation to come to the rescue of Dawood Khan while he was being hounded by his own teachers who were all blinded by unabated racism and discrimination, however, even when the Board was on notice and this fact cannot be denied the Board elected to side with the oppressors hence all the members of the Board of LAS are equally responsible for the untimely death of Dawood Khan.
97. That it is a well-established legal position in Pakistan that the articles of association or the bye-laws an entity constitute a contract between the members and such entity and the terms and conditions contained therein are legally binding upon the members and the entity – a breach of such articles of association or bye-laws is enforceable at law.

98. That the courts of Pakistan have consistently taken the view the articles of association of a company or an entity have a contractual force between the company and its members as well as members inter-se. As such, these contractual obligations are enforceable at law. It was held in the Supreme Court case of United Liner Agencies of Pakistan (Pvt.) Ltd. etc. versus Miss Mahenau Agha etc. (2003 SCMR 132) that the articles of association impose “enforceable liability” and these “also created mutual obligations”.

99. That, moreover, it is the trite-law in Pakistan that the directors or members of a body corporate cannot hide their misfeasance, crimes or frauds behind a corporate structure to avoid civil or criminal liability. The Pakistani courts have consistently taken the view that in case of fraud, being committed on a company or on of its members, it’s not enough for a director to either resign or to not participate in such acts. The courts have held it is the duty of such Director “to act there and then and to stop the public loot instead of becoming a party...”.

100. That it was held in the Supreme Court case of The Registrar of Companies, Pakistan versus Taj Company Ltd. etc. (1993 CLC 1413) that:

“... the persons who accept Directorship as ‘accommodation’ or ‘dummy Director’ or as ‘sine crues’ for lending their prestige to Board of Directors have been held liable for any corporate loss resulting from their passive as well as active negligence under the American Corporate Law. Same is the position of law in Pakistan in view of the provision contained in section 412 of the Ordinance which provision has been reinforced and supplemented by introduction of the provision contained in section 413 of the Ordinance.”

101. That if the business of a corporate entity is being conducted with for, inter alia, fraudulent purpose then those who knowingly do so are personally responsible for the debts or other liabilities incurred as a consequence. This principle has been further strengthened in the case PLD 2018 SC 52 and 2018 CLD 177. Moreover, where the director of a company was conducting the business of the company with the intent to defraud the creditors of the company and for fraudulent purposes, he would render himself liable to be punished. A director’s plea that he was not functional; that he used to attend meetings of the board of directors formally and control of the company was in the hands of other directors does not provide a basis to avoid liability.

102. That LAS very proudly claims that it is “fully accredited” by the MSA based in Philadelphia, USA. According to the official website of MSA:
103. It is allegedly a worldwide leader in accreditation and school improvement. For over 125 years, has been helping school leaders establish and reach their goals, develop strategic plans, promote staff development, and advance student achievement.
104. It has historically operated in the mid-Atlantic region (Delaware, Maryland, New Jersey, New York, Pennsylvania, and the District of Columbia); with its cooperative partners, it has expanded its scope to include schools and institutions seeking accreditation throughout the United States. It has allegedly awarded accreditation to member institutions in more than 100 countries around the world.
105. It is affiliated with the United States Department’s Office of Overseas Schools and provides accreditation services to American and international-style schools attended by members of the U.S. foreign service and U.S. citizens working for non-government agencies and multi-national corporations.
106. MSA has a **Code of Good Practice in Accreditation**. Clause 1.1.2 of this code says that the MSA:
- “a. Do[es] not accredit or grant candidacy to institutions that lack legal authorization under applicable federal, state, or host nation laws to provide a program of education at the early age, elementary secondary, and/or postsecondary, non-degree granting levels.
- b. Investigate and/or review all situations in which an institution is the subject of a pending or final action brought by a State, licensing authority, or recognized accreditor, to place the institution on probation or suspend, revoke, withdraw, or terminate the institution’s accreditation or candidacy.” (Emphasis added).
107. MSA, in addition, has very elaborate **Standards for Accreditation**. These Standards for Accreditation require the school to have a mission that is “consistent with the community’s ethical norms and demonstrates respect for persons of all races, creeds, and cultures.”
108. Standards for Accreditation under the head of **Governance and Leadership** require:

“The school is chartered, licensed, and/or authorized by the appropriate civil authority(ies) and is in compliance with all applicable statutes, ordinances, and regulations of all civil authorities of the jurisdiction(s) in which the school operates. There are no legal or proprietary ambiguities in the ownership and control of or responsibility for the school.”

109. There is furthermore an obligation on the school’s governing body to ensure that the school “[i]s in compliance with all applicable statutes, ordinances, and regulations of all civil authorities of the jurisdiction(s) in which the school operates.”

110. Standards for Accreditation under the head of **Student Services** has a section that deals with Services for Students with Special Needs. This part requires that the governing body and the leadership ensure that the school:

“10.20 Has and implements written policies or procedural guidelines to identify and address the education of students with special needs.

10.21 Provides or refers families to appropriate related services and/or accommodations to meet students’ special needs.

10.22 If applicable, is in compliance with all requirements of the jurisdiction in which the school is located related to students with special needs.”

111. Standards for Accreditation under the head **Student Life and Student Activities** states as under:

“The school provides non-discriminatory student experiences. A balance of academic, social, co-or extra-curricular and service experiences are maintained. Student experiences are designed to foster intellectual, cultural, and social growth and physical health and wellness.”

112. It states that the school ensures:

“The school provides non-discriminatory student experiences that are age-and developmentally appropriate and that supplement and enhance the school’s educational program.”

“The school recognizes student accomplishments, contributions, and responsibilities in meaningful ways.”

“Interactions among the students, staff, and volunteers are characterized by respect, fairness, and understanding”.

113. Standards for Accreditation under the head School **Organization and Staff** require that the members of the administrative, instructional, and support staffs are qualified, competent, and sufficient in numbers to provide a high quality educational experience. The school is further required to conduct due diligence in the hiring process to ensure that all members of the staff are eligible and continue to be eligible to work with children.

114. Standards for Accreditation under the head of **Facilities** require as under:

“The school provides facilities that are safe, clean, and well maintained The facilities are inspected regularly for effective operation and are in compliance with all applicable health and safety codes of the civil jurisdiction(s) within which the school is located.”

115. The governing body and leadership ensure that the school “[i]s in compliance with the requirements of all appropriate civil authorities in which the school is located for fire safety and occupancy.”

116. Again under the head, of **Health and Safety**, the Standards for Accreditation require that the school provides safe, orderly, and healthy environment for teaching and learning that meets the health and safety requirements of the civil jurisdictions in which the school operates. The school has and implements policies and procedures to ensure the health and safety of students and the staff. “The school has and implements plans for responding to emergencies and crises.”

117. That the Defendant No. 3 accredited the Defendant No. 2 in 1984.

(Copy of the MSA Code of Good Practice in Accreditation is attached herewith as ANNEXURE 30)

118. That it is respectfully submitted that the LAS violates every principle that the MSA professes that it adheres to. LAS has no concern whatsoever with the well-being and safety of its students. During the relevant period it was not registered with the Punjab government which was a mandatory condition under the laws of Punjab. Its building plan is not approved by the relevant building authorities. Its building does not meet the basic fire and safety standards as in case of a fire the fire engines cannot even enter the school's premises. Any other school would have been shut-down in no time had it been involved in the kind of violations that the LAS is involved in. However, the LAS uses the connections of its powerful Board members to flout and circumvent local laws.
119. That it is sad and most unfortunate that LAS's MSA accreditation was expiring in 2018 which the MSA renewed the same year even when the MSA was made fully aware of what was going on in that school. All this leads to the inevitable conclusion that MSA is only a money making body interested in revenues that it generates overseas and least interested in upholding its own standards. MSA's accreditation of LAS convinced the Plaintiffs that LAS was the proper school for Dawood Khan's education. The MSA standards described above constituted a contract, express and implied, between the Plaintiffs and MSA whose violation by MSA is enforceable in Pakistan.

Violation of CRPD Convention:

120. That LAS and its administration brazenly and unabashedly violated Dawood Khan's fundamental right to life, dignity and equality guaranteed under Articles 9, 14 and 25 of the Constitution of Pakistan. The Defendants have also contravened the provisions of CRPD Convention which was duly ratified by Pakistan in 2011.

*(A copy of the CRPD Convention is enclosed herewith as
ANNEXURE 31.)*

121. That while interpreting the rights of persons with disabilities under the Constitution of Pakistan and the CRPD Convention, the Honourable Lahore High Court has observed in Muhammad Yousaf and another v. Chairman, Federal Public Service Commission and 4 others (PLD 2017 Lahore 406) that:

*“Right to life and right to dignity are the epicenters of our constitutional architecture.
Right to life recognizes the importance of accessibility to physical, social,*

economic and cultural environment, to health and education and to information and communication. Such a right enables persons with disabilities to fully enjoy all human rights and fundamental freedoms. The right of dignity reflects the 'recognition that a human being is a free agent, who develops his body and mind as he wishes, and the social framework to which he is connected and on which he depends. Human dignity is therefore the freedom of the individual to shape an individual identity. It is the autonomy of the individual will. It is the freedom of choice. Second, human dignity is a person's freedom of will. This is the freedom of choice given to people to develop their personalities and determine their own fate. People are spiritual entities who enjoy the freedom to develop themselves. ... The Constitution abhors discrimination and holds that all citizens are equal before the law and are entitled to equal protection of law. Inherent in Article 25 is the recognition that discrimination against any person on the basis of disability is a violation of the inherent dignity and worth of a human being. Article 25 of the Constitution promotes inclusiveness, effective participation and recognizes human diversity in a society.' (Emphasis added.)

122. That the Honourable Lahore High Court has also observed in the Muhammad Yousaf case (supra) that:

"29. Under CRPD, 'Discrimination on the basis of disability' means any distinction, exclusion or restriction on the basis of disability which has the purpose or effect of impairing or nullifying the recognition, enjoyment or exercise, on an equal basis with others, of all human rights and fundamental freedoms in the political, economic, social, cultural, civil or any other field. It includes all forms of discrimination, including denial of reasonable accommodation. According to the Convention 'Reasonable accommodation' means necessary and appropriate modification and adjustments not imposing a disproportionate or undue burden, where needed in a particular case, to ensure to persons with disabilities the enjoyment or exercise on an equal basis with others of all human rights and fundamental freedom. ..."

Liability of the Defendants:

123. The grant of admission by the Defendant No. 2 in 2008 amounts to a contract and all the representations made by the Defendant No. 2, whether made expressly or

impliedly, form part of the contract. (“Contract”). That the Defendants have jointly and severally breached the express and implied terms of Contract of Admission between the Defendant No. 2 and the Plaintiff and this breach has resulted in Dawood Khan’s death.

124. The Defendant No. 3 failed to exercise its responsibilities by failing to ensure that the Defendant No. 2 was in compliance of the accreditation standards. That the Defendant No. 4 failed to notice the numerous breaches of responsibility cast upon the Defendant No. 1 and the Defendant No. 2. The culpability of the other Defendants has also been detailed in the plaint at length.
125. That the ruthless and heartless manner in which the Defendants in general and Defendants No. 1, 2, 3, 5, 6, 7, 8 & 9 in particular, treated Dawood Khan, caused serious mental and emotional distress, grief, fright, anxiety, humiliation, and depression to him and to the Plaintiff and his family. For the breach of contractual obligations, as well as breach of duty of care which caused the wrongful death of Dawood Khan, the Defendants are jointly and severally liable to pay damages to the Plaintiff to the tune of US\$ 50, 000,000 (50 Million).
126. That the cause of action accrued to the Plaintiff, firstly, on 10th May 2018, when the Defendants informed the Plaintiff and his wife that Dawood Khan would have to compulsorily opt for the five (5) year high school; secondly, on 25th May 2018, when the Defendants proposed a one-sided inclusion plan proposal for Dawood Khan as an alternative to the five (5) years proposal; thirdly, on 4th June 2018 when LAS failed to sign the Inclusion Contract after it was signed by the Plaintiff; fourthly, on 27th August 2018, when Defendant No. 3 unlawfully disallowed Dawood Khan from entering the school campus; fifthly, on 28th August 2018, when Defendant No. 6 instructed Dawood Khan that he would have to carry a white cane or to put his hand on his Support Teacher’s shoulder while moving around in the LAS campus; sixthly on 30 August 2018, when Defendant No. 7 made Dawood Khan undergo life threatening physical exercise; and is still continuing; on 4th September 2018, when LAS rejected the course selection options chosen by Dawood Khan and forced him to opt for the Courses chosen by the School Administration; on 4th September 2018 when Jill Snedden threatened Dawood Khan that if he did not agree with the course selection, they would ensure he does not graduate from LAS; on 4th September 2018 when Jill Snedden insisted that Dawood Khan used his white cane or put his hand on his attendant’s shoulder and said that “Dawood Khan you are not like other children, You are disabled”; on 4th September after which Dawood Khan suffered from a nervous

breakdown and finally on 21st November, 2019, when Dawood Khan succumbed to the emotional and psychological cruelty inflicted upon him by the Defendants by eventually being driven to take his own life. It is of utmost significance to highlight that the causes of action are of a continuing nature.

127. That the requisite court fee is affixed with the Plaint.
128. That all the parties either reside within the territorial limits of this learned court or the causes of action arose wholly or partly within its territorial limits; hence, this learned court has jurisdiction to entertain, try and adjudicate upon the titled lawsuit.
129. That all the relevant information which may be material for the proper adjudication of the titled lawsuit may not be available with the Plaintiff at the moment, therefore, the Plaintiff reserves his right to amend the plaint in future, if so needed.

Prayer:

In view of the above facts and circumstances, it is humbly requested that a judgment and decree may kindly be passed in the Plaintiff's favour and against the Defendants by:

- (i) declaring that the discriminatory, inhumane, cruel, illegal and unconstitutional acts of the Defendants resulted in the death of the Plaintiffs' child, Dawood Khan who passed away on 21st November 2019;
- (ii) declaring that the actions of the Defendants outlined in this Plaint are in violation of the laws of Pakistan, the Bye Laws of LAS, the standards and policies of MSA and the contract between the Plaintiffs and the Defendants No. 1, 2 & 3;
- (iii) declaring that the breach of contracts by the Defendants No. 1, 2 & 3 and breach of duty of care owed by the Defendants to Dawood Khan has led to the demise of Dawood Khan and the Defendants have thus caused the wrongful death of Dawood Khan; and
- (iv) damages in the amount of US\$ 50,000,000 (Fifty Million Dollars) for breach of contracts by the Defendants No. 1, 2 & 3 and for breach of duty of care owed to Dawood Khan by all Defendants and for causing mental pain, anguish and agony to the Plaintiff & to Dawood Khan while he was alive.

Any other relief which this Honourable Court may deem appropriate in the above circumstances may also be granted.

Mansoor Hassan Khan

Radya Mansoor Khan

Through

Muhammad Shahnawaz Khan
Advocate High Court
Office No. 3, 3rd Floor,
Sadiq Plaza, The Mall
Lahore

Verification:

Verified on oath at Lahore on this ____ day of November 2022 that the contents of paragraphs ____ to ____ are true to the best of our knowledge and those of the remaining paragraphs are true to the best of our belief.

Plaintiffs