

DEC 21 2017

OFFICE OF THE CLERK

No. 18-7125 ORIGINALIN THE
SUPREME COURT OF THE UNITED STATESRafaat F. Abul Hoss — PETITIONER
(Your Name)

vs.

U.S. Department of States , — RESPONDENT(S)
Secretary of State Mr. Colin Powell " et al "
ON PETITION FOR A WRIT OF CERTIORARI TOUnited States Court of Appeals for The Sixth Circuit
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Rafaat F. Abul Hoss
(Your Name)1500 w Fort Street
(Address)Detroit ,Mi ,48216
(City, State, Zip Code)011 961 3 964070
(Phone Number)

QUESTION(S) PRESENTED

The Decision of Siege and Invasion of Iraq created changes in Laws Authority,Immunity FSIA ,Political Doctrine This is a Fact .The respondents Admitted their Mistakes

1. was not a Breach of Contract Occurred reference to Case Statement ??? . .
2. Was not the Immunity " FSIA " effected when the invasion occurred ???
3. Was not the rules Regulation Authority Carried out by the Respondents reflected our losses ?? ((reference to CPA regulations and IGC formed by the CPA))
4. Were not the respondents Admitted that was no reason for the war and it was a Mistake
5. I ask the honorable Judges ,Is it enough ,and is there a Justice in Situation I am Passing through
6. Cilcot Report 2003-2009 Invasion of Iraq 2.6 Million word cost 10.5 Million Euro Shaw the grief ,losses of business ,catastrophies

LIST OF PARTIES

- All parties appear in the caption of the case on the cover page.
- All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

United States Department of States :-

1. Department of Defense " D. O. D. "
Ex - Sectary of State Mr. Colin Powell
2. Ex - Coalition Provisional Authority " C. P. A. "
Ex - Director, Administrator Presidential Envoy
L. Paul Bremer III
- *3. Supreme Hajj Committee ,The President Dr. Ibraheem Al Jaafari .

TABLE OF CONTENTS

OPINIONS BELOW.....	1
JURISDICTION.....	2
CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED	3
STATEMENT OF THE CASE.....	4
REASONS FOR GRANTING THE WRIT	5
CONCLUSION.....	6

INDEX TO APPENDICES

APPENDIX A 16 2408 ORDER AUG. 21,2017 APPEAL DISMISSED
ORDER ACT 10,2017 REHEARING DENAIED

APPENDIX B 16 11651 DISTRICT COURT DISMISSED AUG 16TH,2016

APPENDIX C JURISDICTION

CONSTITUTIONAL AND STATUTORY PROVISION INVOLVED

APPENDIX D STATEMENT OF THE CASE

APPENDIX E REASON FOR GRANTING THE PETITON

APPENDIX F CONCLUION

PROOF OF SERVICE

TABLE OF AUTHORITIES CITED

CASES

PAGE NUMBER

Case 16 - CVS - 2408 United States Court of Appeals for the
6th, Circuit Order dated Aug 21st,2017
Rehearing Denied dated Oct 10th, 2017

Case 16 - CVS - 11651 United States District Court Eastern
District of Michigan ,Southern Devision
Order Aug 18th,2016

STATUTES AND RULES

U.N. Security Council Resolution including Resolution 1483 (2003)
Brief Sequence of Post -Invasion Authority in Iraq (Mar.2003-Jun 2004)
Mr Colin Powell Secretary of Defense ((Jan 2001- Dec 2005))
Mr L. Paul Bremer Director Administrate,Presidencial Envoy (May11 2003-
Jun 28th,2004)

OTHER

Chilcot Report Iraq Invasion (2003 - 2009) web Site Distraction ,crime of war
2.6 Million words , cost 10.5 Million S. Pounds

IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below:

OPINIONS BELOW

For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix A to the petition and is

reported at Case No. 16 2408; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

The opinion of the United States district court appears at Appendix B to the petition and is

reported at Case No. 16 11651; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix _____ to the petition and is

reported at _____; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

The opinion of the _____ court appears at Appendix _____ to the petition and is

reported at _____; or,
 has been designated for publication but is not yet reported; or,
 is unpublished.

1.

26

JURISDICTION

[] For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was Aug. 21st, 2017

[] No petition for rehearing was timely filed in my case.

[x] A timely petition for rehearing was denied by the United States Court of Appeals on the following date: Oct. 10, 2017, and a copy of the order denying rehearing appears at Appendix C.

[] An extension of time to file the petition for a writ of certiorari was granted to and including XX (date) on XX (date) in Application No. XX.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

[] For cases from **state courts**:

The date on which the highest state court decided my case was Aug. 16, 2016. The copy of that decision appears at Appendix B.

[] A timely petition for rehearing was thereafter denied on the following date: _____, and a copy of the order denying rehearing appears at Appendix _____.

[] An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. XX.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

27

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

The Post sequence of post -invasion Authority in Iraq relevant U.N. Security Council resolution , including resolution 1483 (2003) and the laws usages of war a contract has been reached between C.P.A. established entity the Supreme Hajj Committee and the plaintiff's Company CIF International

The Committee formed by Iraq Governing Council " I.G.C. " Dec. 2003 # 122 .

The Brief Sequences of post - invasion Authority in Iraq

a. The Iraq Governing Council "I.G.C. the provisional government of Iraq established by and served under the United States - Led Coalition Provisional Authority " C.P.A. " Director - Administrator Mr. L. Paul Bremer on Jul.13th,2003 - Jun 1st.,2004

"C.P.A." was Created and Funded ,an entity and a division of the U.S. Department of Defense "D.O.D" for administrating ,operating various govrnment ministries in Iraq . Mr. L Paul Bremer was the Director -Administrator May 11th,2003 - Jun 28th,2004 , Presidential envoy report directly tothe secretary of Defense Mr Colin Powell

Mr. Colin Powell Secretary of Defense Jan 20th, 2001 - 2005 .

The Issue that the Defendants interfered with the Iraq Official to breach and cncil?? with the respect of the defendants ; they do not need to interfere they are the authority and has the uper hand .

STATEMENT OF THE CASE



PLEASE
TURN THE
PAGE

Supreme Court of the United States

REFAAT F. ABUL HOSN

Petitioner

V

UNITED STATES DEPARTMENT OF STATES
SECRETARY OF STATES, MR. COLIN POWELL et al
Respondents

Case No. _____

Petition for Writ of Certiorari
Circuit Court of Appeals, 6th Circuit
Case No. 16 2408 originated District Court Case No 16 11651

Pro se _____

Petitioner respectfully prays that a writ of certiorari issue to review case statement below

Breach of Contract

The contract signed ,agreed on during the occupation of Iraq and under the Authority and Administration of the CPA

The petitioner argue that The invasion of Iraq was not considered in effecting Immunity, political doctrine ,government status in the judgment & order issues .

1. That the plaintiff is an American Citizen owner of CIF international, Indiana also based in Detroit
Point of the lawsuit:-
2. That the Plaintiff on the date of Jan 3rd, 2004 as a Second Party Signed a contract with Supreme Hajj Committee ,Dr. Ibrahim Al Jaaferi as the President and First Party , President of the Supreme Commission for Hajj (formed by the IGC # 122 dated 12/2003)
3. That IGC " Iraqi Governing Council " was the Provisional Government of Iraq from July 13th,2003- June 1,2004 .It was established by and served under the

United States -Led Coalition Provisional Authority (CPA) Mr. Paul Bremer as a Director and the Administrator reporting to the Secretary of Defense H.E. Collin Powel and the President of the United States George W. Bush .

4. The IGC consist of 25Members Dr. I. Al Jaafari as a Member
5. The Presidency of IGC rotates Monthly Between 9 members of the members out of Dr, I . Al Jaafari served as president Aug 1st,2003- Aug 31st, 2003

NOTE : ((commissions authorities Councils under the authority and administration of CPA (ref Orders Rules Regulation of CPA ,relevant U.N. council resolutions , including Resolution 1483 (2003) and the laws and usages of war))

6. The Contract consist to transport of 30000 Iraqi pilgrims From Baghdad or Kuwait to Jeddah or Al Madina by aircrafts . the above mentioned contract and the letter of commitments signed between the parties " a copy was given to Mr. Jim Filtman the American representative for the CPA
7. The Plaintiff performed all necessary and under the terms of the contract; prepared aircrafts. certificates, was ready to start this operation ((All supportive Documents to submit upon request.))
8. The Defendants did not fulfill their obligations as stated in the contract Article (13) or comply with the terms of the contract .
9. That the supreme commission for the Hajj under the Authority of the CPA , for no reason , transferred the binding contract to the following agents & companies paying higher price " one hundred dollar extra /Ticket ".
 - a) Mr. Stewart wheeler Managing Director of Air Charter International, Jabal Ali , UAE
 - b) Mr. Nigel Moore
 - c) Agent for Saudi Arabia is UNASCO rower General Manager
 - d) Companies :-
*Pegasu, Istanbul *Eagle, Paris France *MNG ,Turkey *Fly Jet ,UK
10. Plaintiff operating aircrafts arrival ETA 14:30 G-TTMC / G-SWJW , was granted clearance for landing in Kuwait on Jan 17th,2004 by DGCA/ Kuwait under ZCZC 167 161433JAN04 CPA contacted Kuwait DCA to cancel the Landing permit ((FF OKAAYAYX 142038 EGSSYEYO ((ref to ATC cancellation in Kuwait))
11. Plaintiff Chartering the B 747 dated jan 16th,2004 from Al Attar group , (confirmation agreement 16/1/2004)

12. Plaintiff was informed by MS Vicky Wayne CPA Tel 1 9148227190 and Dr. Mohammad Hmoudy Ministry of foreign Affairs 19143604133 that I have nothing to do with the contract (*ref to E Mail Date Jan 17th,2004*)**

13. The Defendant Mr L. Paul Bremer III, as Administrator and Director of the CPA *May of 2003- June of 2004* (*ref To regulations (ref to CPA /reg/May 16th,2003/01*)

14. That although the plaintiff had a valid and binding contract as described and were willing capable of performing said contract and in fact undertaken activities requirements indicated in the contract as CIF :-

14a. That the Contract Stating CIF international _ Iraq ((*Ref to contract*))

a- the Plaintiff but not limited has to signing purchase contract with Kuwait Airways to buy 2 Boeing 747-200 with the Spare parts book value of 13 million Dinar Kuwaiti around 40 million Dollar "*ref to purchase contract*"**

b- That a Part of the Spare Parts was to repair the A/Cs of Iraqi Airways ((*ref to Iraq Airways Aircrafts List List*))

15. Upon the request of The Minister of Transport Mr. Issam Ibrahim Ismaeel for the plaintiff to cooperate with the civil aviation and Iraqi Airways

15a. That the Iraq Airways Administrators and the Plaintiff were happy to plan for the repair of their B 747-200 using a lot of the spares above and operate the routs of Iraqi Airways

15 b. That the Iraq Airways Crew also to be Hired and operate the Kuwait Airways 2 747-200 who was planned to purchased from Kuwait Airways ((Ref. to Iraqi Airways Crew list and Administrators, Technical Director Report))

16. Plaintiff arranged for an Inspection Team from Iraq Airways to arrive to Kuwait and inspect all documents of A/Cs ,agreeing of the A/Cs and Spare Parts ((ref to Report and Report of the Director of Maintenance in Iraqi Airways)) **

17. Regarding the operation of the transport of the pilgrims arranged the following A/C s Contracts

B 747-200 1

A 300 s 2

18. That the Defendants transferred the contract signed with the plaintiff to other agents and Companies Mentioned above without any valid reason.

19. That the CPA & the Iraq supreme commission added 3 million Dollars extra paid by the CPA ,United States as it handle the Oil Financial side . Transferring

the contract to the above mention party at higher prices without reference to the plaintiff and for damages caused to him in of material ,moral ,confidence for future projects results of his commitment which foreign airlines and charters:-

20. That the contract was an extension for Negotiation and later purchase order for 2 B 747 -200 and big quantity of B 747 -200 Spare parts to use also to repair the Iraqi Airways 3 B 747-200 and operate the Routes of Iraqi Airways also helping in employing their grounded pilots for years due to the situation in that time .

21. That the supported documents Contract with Kuwait Airways the continue , forced to finalize and sign that contract

22. That the List of crew to Hire by CIF

23. That the Letter of the Minister of transport to the DCA of Iraq to co operate with CIF

24. That the Report of the Technical Director after visiting Kuwait for the inspection of the Aircrafts Documents accepting the A/C s

25. That the CIF-Iraq Clearly mentioned in the contract for the co operation

26. That CIF forced to look for finance in other areas .

27. That if the contract was executed the profit out of it will be enough to schedule finance .

COUNT ONE - BREACH OF CONTRACT

28. That the Plaintiffs repeat all prior allegations and further allege as follows:

29. That although the plaintiffs had a duly valid and binding contract as described above and were willing and capable of performing said contract and in fact had undertaken activities including but not limited to the purchase of airplanes and other equipment, the Defendants breached the contract with the Plaintiffs by failing to pay for the services.

30. That prior to breach of contract, the Defendants had given the Plaintiffs continued assurances that the contract was going forward and the Plaintiffs detrimentally relied on said assurances by purchasing equipment and entering into contracts with third parties necessary to fully perform the underlying contract

31. That the breach of said contract by the Defendants has caused significant and substantial damages to the Plaintiffs.

32. That as head of the coalition provisional Authority, the Defendant L. Paul Bremer, III was responsible for actions of his employees, agents and assignees and is also liable to the Plaintiffs for damages incurred and described above.

33. That the Secretary of Defense Head of Department of Defense

34. That the C.P.A. is the Division of the D.O.D. , financed established , Formed by the Director, Administrator , of The C.P.A., L. Paul Bremer III ,

35. That the Director ,Administrator L.Paul Bremer III , report directly to the Secretary of defense .

36. That as a direct and proximate result of Defendants' wrongful conduct, Plaintiffs have suffered substantial economic injury, loss of goodwill, harm to their business reputation, loss of esteem and standing in the world business community, and loss of business opportunities.

37. That at all times relevant to this claim, the Plaintiffs were dealing with Iraqi authorities in entering into said agreement as described above with the full knowledge and consent of the Defendants Coalition provisional Authority and L. Paul Bremer, III, who ratified the conduct of said Iraqi officials.

38. That the Defendants knew of the contract and business relationships and expectancies between Plaintiffs and the Iraqi officials.

39. Calculation of Damages :The Expert in Iraq assigned by the court gave us only \$ 985000 only Pure Damages (*Ref to Expert report tp Iraq court Number 300/S 2/ 2006 supported 2010 /8/23 93371*

40. That the contract item 12 specify damage of 3 times the value of the contact in case of a contract 22.5 Million Dollar

41. This Lawsuit was submitted in Baghdad the verdict was that the Iraq was under the administration of the CPA and no faulty part in Iraq the item 168 of the Iraqi Law indicate that (Ref to the last court decision and item 168 of the Iraq Law Attached)

42. That the expiry date on this contract according to Iraq Civil Law 15 years article 429

COUNT II

WHEREFORE Plaintiff request that the Honorable court enter judgment in His favor and against Defendants for compensatory damages in an amount in excess of \$ 30 Million Dollars this to((include article 12 of the contract which is \$\$ 22.5 Million Dollars and \$\$ 7.5 Million Dollars)) that is sufficient to compensate Plaintiff for his actual, consequential, and incidental losses, including lost profits, sustained as a result of Defendants' wrongful actions, tortuous interference with the Contract or advantageous business relationship or expectancy and reasonable attorney fees

Plaintiff repeat all prior allegations and further allege as follows. That the Plaintiff appreciating the Patience , time spent and the understanding of the Honorable Judge and the Court



Date : Nov 25th,2017

Plaintiff 's Signature

Plaitiff's Name : Abul Hosn ,Refaat, F.
Street Address : 1500 w Fort St.

City, State , Zip Code: Detroit ,MI,48216

Tel .Number : None

E-Mail : ref2708@yahoo.com



REASONS FOR GRANTING THE PETITION

A Breach of Contract occurred The Petitioner performed upon the Binding contract but the Defendants Did not

2. "FSIA" Immunity , certainly was effected during the invasion of Iraq
3. The Authority ,administration was under the control of United States -Led CPA reference to CPA Rules orders ,Authority ,and the Respondents are responsible.

Page 35 - 36

4. Binding Contract was Signed Jan 3rd ,2004 during the occupation and administration of Coalition Provisional Authority "CPA" of Iraq

CONCLUSION

For the Justice The Petitioner Prays That
The petition for a writ of certiorari should be granted.

Respectfully submitted,

Refaat Abul Hosn

Date: Dec 20th, 2017