ORDER SHEET
IN THE HIGH COURT OF SINDH KARACHI

Constitutional Petition No. D – 1285 of 2026
(Shamim Ahmed versus Director General & others)

DATE	**ORDER WITH SIGNATURE OF JUDGES**

Before:
Mr. Justice Adnan-ul-Karim Memon
Mr. Justice Muhammad Jaffer Raza

Date of hearing and order: 01.10.2026

Mr. Muhammad Muzaffer A. Rana, Advocate for the Petitioner.
Ms. Wajeeha Mehdi, Assistant Attorney General.

ORDER

Adnan-ul-Karim Memon, J. Petitioner Shamim Ahmed filed this Constitutional Petition under Article 199 of the Constitution seeking removal of his name from the Passport Control List/Black List (PCL/BL) and change of profession in his passport.

2. The case of the petitioner is that was appointed on contract basis as Network Engineer (BPS-17) in the Machine Readable Passport (MRP) Project of the Directorate General of Immigration & Passports (DGIP) and served at different stations, including Quetta, Karachi and the Consulate General of Pakistan, New York. Vide office order dated 02.01.2013, he was posted to New York for three years, where he joined on 04.03.2014, and his contract was subsequently extended for one year from 01.04.2018 to 31.03.2019. The petitioner contends that no condition of executing an indemnity bond was attached to his foreign posting, nor did he ever execute such bond. He added that during his foreign posting, he faced prolonged non-payment of salaries, including substantial arrears, due to financial constraints of the MRP Project/Consulate, and repeatedly approached the concerned authorities for payment of his outstanding dues. He states that after his transfer to DGIP Headquarters vide order dated 19.02.2021, he was unable to return immediately because of unpaid salaries, loans taken to meet his living expenses and the educational commitments of his children. He relinquished charge at New York on 03.05.2021, but his request for payment of outstanding salaries and paid leave was declined. Thereafter, he received memorandums dated 25.06.2021 and 12.08.2021 regarding his absence and non-renewal/withdrawal of his contract, which he understood to mean that his contractual employment had come to an end. The petitioner further submits that, despite never executing any indemnity bond, his name was placed/activated on the Passport Control List/Blacklist vide letter dated 20.01.2023 on the allegation that he was an absconder, had violated an indemnity bond and was liable to pay Rs.2.5 million. He relies upon an internal inquiry report dated 01.12.2023, according to which the foreign postings of MRP staff were approved without any condition requiring execution of an indemnity bond. He also relies upon orders of this Court dated 18.12.2019 and 04.09.2025 concerning placement of names on PCL/Blacklist on the basis of indemnity bonds. The petitioner asserts that

continuation of his name on the PCL/Blacklist prevents him from returning to Pakistan to meet his parents and siblings and infringes his constitutional right as a Pakistani citizen. He further states that, as he is no longer in Government service, his profession in the passport should be changed from "Government Servant" to that of an ordinary Pakistani citizen. He lastly submits that he served a legal notice dated 10.01.2026 to the Director General Immigration & Passports seeking removal of his name from the PCL/Blacklist and correction of his profession, but no relief was afforded. He therefore seeks removal of his name from the PCL/Blacklist, modification of his profession in the passport, and production of the relevant record concerning his outstanding salaries/dues.

3. The learned Assistant Attorney General referred to the comments and opposed the petition, submitting that the petitioner, an employee of respondent No.1, was placed on the PCL as an absconder for violating the indemnity bond and Foreign Posting Policy, with Rs.2.5 million outstanding, and that he was required to deposit the said amount and surrender his official passport before applying for an ordinary passport. She further maintained that the petitioner was residing in the USA and was not entitled to renewal of his official passport. She prayed to dismiss the petition.

4. We have heard the learned counsel for the parties and perused the record and comments.

5. The controversy essentially revolves around three questions: whether the petitioner had in fact executed any indemnity bond binding him to pay Rs.2.5 million; whether, assuming such bond or contractual obligation existed and was breached, the respondents were competent to place his name on the PCL/Black List as a means of recovering the alleged amount; and thirdly, whether continuation of such restriction is sustainable under the Passport Act, 1974, the Passport Rules, 2021 and Articles 4, 10-A and 15 of the Constitution.

6. As regards the purported indemnity bond, the respondents have asserted that the petitioner was posted abroad subject to an indemnity bond of Rs.2.5 million. However, a contractual liability founded upon a bond must be established through the bond itself or other legally admissible material showing its execution, terms and applicability to the particular employee. The petitioner specifically denies having executed any such bond and relies upon the internal inquiry report dated 01.12.2023, which, according to him, found that foreign postings of MRP staff were approved without any condition requiring execution of an indemnity bond. In such circumstances, the mere assertion in comments that the petitioner was bound by an indemnity bond cannot, by itself, establish either the existence of the alleged contractual undertaking or its breach. Even otherwise, such breach would not, by itself, confer an independent power upon the respondents to blacklist him.

7. An indemnity bond is essentially a contractual instrument creating civil/financial consequences between the parties. Its enforcement must be undertaken through the remedy recognized by law. A contractual default cannot automatically be converted into a statutory ground for deprivation of passport facilities or restriction upon the citizen's right to enter Pakistan unless the case squarely falls within a ground authorized by the Passport Act or the Passport Rules.

8. The Passport Rules, 2021 prescribe a specific statutory framework for the Passport Control List. Rule 22 recognizes the Federal Government's authority to regulate departure from and entry into Pakistan and visits abroad, while the PCL is maintained by the concerned Division and Directorate General in the categories prescribed by the Rules. Category-A concerns persons involved in anti-State activities, persons whose visit abroad is prejudicial to State interests or whose travel is prohibited from the security perspective, whereas Category-B concerns persons who have been refused passport facilities under the Rules for reasons other than those specified in Category-A. Thus, the power to restrict passport facilities is a statutory power and has to be exercised within the confines of the grounds, authority and procedure prescribed by the Rules.

9. The distinction between a statutory restriction and recovery of a contractual debt is material, this Court has already dealt with substantially similar circumstances where an employee posted abroad was alleged to have breached an indemnity bond and service obligations. Primarily placement/continuation of name on the BL/PCL solely on account of contractual obligations is without lawful authority; even if the bond had been breached, the respondents' remedy was to pursue the financial liability against the employee and surety before the competent forum, rather than employ the PCL as a coercive recovery mechanism. This failure to comply with service conditions could, where legally established, be dealt with through departmental or civil remedies, but could not by itself justify curtailment of the constitutional right of movement of a citizen under the law.

10. The said principle applies with greater force where the alleged indemnity bond itself is disputed, and no executed bond has been produced. The respondents cannot first presume the existence and breach of a contractual undertaking and then use the PCL mechanism to compel payment of the disputed amount. Such a course would effectively transform an administrative passport mechanism into a debt-recovery device, although the statutory scheme does not authorize such use of the PCL. If the Government genuinely asserts that Rs.2.5 million is recoverable from the petitioner, it remains open to it to establish the liability before the competent court of plenary jurisdiction/forum in accordance with law, where the petitioner would have an opportunity to contest the existence, execution, terms and alleged breach of the bond.

11. Article 15 guarantees every citizen the right to remain in and enter Pakistan and to move freely throughout Pakistan, subject to reasonable restrictions imposed by law in the public interest. The Supreme Court has recognized that the right of a citizen to enter Pakistan may be restricted only pursuant to lawful authority, and the Passport Act, 1974 constitutes one of the statutory frameworks regulating such matters. Thus, the restriction must have a lawful source, must fall within the statutory framework and cannot rest merely upon an administrative assertion or disputed contractual liability.

12. Article 4 reinforces the same principle by requiring that any action detrimental to the rights, liberty, body, reputation or property of a citizen be taken strictly in accordance with law. Article 10-A further guarantees due process in the determination of civil rights and obligations. Consequently, before imposing a continuing disability upon the petitioner on the basis of an alleged contractual default, the respondents were required to demonstrate the legal provision authorizing such action, the factual material bringing the petitioner within that provision and compliance with the prescribed procedure. A mere departmental determination that an employee is a defaulter cannot substitute the statutory requirements governing the PCL.

13. The respondents' contention that the petitioner was residing in the United States and was therefore not entitled to renewal of his official passport also requires distinction. An official passport is issued in connection with official assignments and is governed by the prescribed requirements applicable to official passports. DGI&P itself states that official passports are issued to officers serving with Government and proceeding abroad on official assignments pursuant to Schedule-III of the Passport Rules, 2021, whereas an ordinary passport is available to Pakistani citizens subject to the applicable requirements. Therefore, expiry or cessation of the petitioner's contractual Government service may legitimately affect his entitlement to an official passport, but it does not, without more, establish a lawful basis for preventing him from obtaining an ordinary Pakistani passport or from entering Pakistan.

14. The petitioner's request for correction of his profession stands on a somewhat different footing. If his contractual service has admittedly ceased and he is no longer a Government servant, the respondents cannot retain an inaccurate professional status merely as a consequence of his former employment. At the same time, the correction of the passport particulars must be processed in accordance with the Passport Rules and the prescribed passport procedure. The proper direction, therefore, would be to process his application for modification/issuance of an ordinary passport according to law rather than to direct issuance of a passport containing any particular professional description without verification of the requisite record.

15. The petitioner's allegation regarding outstanding salaries and paid leave does not, by itself, determine the legality of the PCL action. His claims for salary arrears, leave encashment or other employment dues constitute separate service/contractual claims, to be determined by the competent authority/forum on the basis of the relevant employment record. Conversely, any alleged liability of Rs.2.5 million arising from an indemnity bond is also required to be established through the legally competent process. Neither disputed liability can lawfully be treated as conclusively established merely through comments filed in the constitutional petition.

16. The fact that the petitioner relinquished charge at New York on 03.05.2021 and that memorandums dated 25.06.2021 and 12.08.2021 were subsequently issued may raise questions regarding his contractual/service conduct. However, even if the respondents ultimately establish unauthorized absence, non-compliance with a posting condition or failure to obtain leave, the appropriate consequence must follow the governing service/contractual mechanism. Such alleged misconduct cannot automatically become a ground for indefinite retention of his name on the PCL unless the respondents demonstrate that the case falls within a specific statutory ground under the Passport Act/Rules.

17. The fact that the petitioner served a legal notice dated 10.01.2026 is also relevant insofar as it demonstrates that the respondents were placed on notice of the dispute concerning the alleged indemnity bond and PCL status. Yet no material has been identified showing that, after such representation, the competent authority conducted a meaningful review under the applicable Passport Rules, supplied the petitioner with the basis of the alleged liability or passed a reasoned determination addressing his specific contention that no indemnity bond was ever executed.

18. The recent decision of this Court in Rab Nawaz case, wherein the respondents relied upon an alleged Rs.2.5 million indemnity bond and service-related default. This Court nevertheless held that contractual obligations could not be enforced through continued placement on the BL/PCL; that even an established breach could be pursued through the appropriate civil/departmental remedy; and that deprivation of the right to enter Pakistan and continued PCL retention, without lawful authority and due process, could not be sustained. The same judgment expressly preserved the Government's right to pursue any genuine financial liability against the employee or surety before the competent forum.

19. In view of the foregoing discussion, the respondents have failed, on the material presently placed before the Court, to establish that the petitioner executed an indemnity bond of Rs.2.5 million or that his alleged contractual default constitutes an independent statutory ground for his continued placement on the

PCL/Black List. Even otherwise, breach of an indemnity bond, if ultimately established, would give rise to a claim for recovery in accordance with law but would not, in the absence of a specific statutory authorization, justify using the PCL mechanism as a substitute for civil or departmental recovery proceedings. The impugned restriction therefore cannot be sustained merely on the basis of the alleged indemnity bond or service default. Such action also fails to satisfy the requirements of Articles 4 and 10-A and impermissibly affects the petitioner's right under Article 15 of the Constitution, particularly his right to enter Pakistan.

20. Consequently, the petition is disposed of and the respondents are directed to remove the petitioner's name from the PCL/Black List, unless his name is independently required to be retained under a specific and presently applicable ground of the Passport Act/Passport Rules, 2021, supported by lawful material and determined by the competent authority in accordance with the prescribed procedure. The respondents shall process the petitioner's application for an ordinary passport and correction of his professional particulars strictly in accordance with law. This order shall not preclude the respondents from pursuing, before the competent forum and in accordance with law, any duly established financial or contractual liability against the petitioner or any surety. The respondents shall also produce/consider the relevant record concerning the petitioner's alleged indemnity bond and outstanding salary/dues while determining such liability. No coercive passport/PCL measure shall, however, be employed merely as a means of recovery of a disputed contractual amount.

JUDGE

JUDGE

Nadeem Q ureshi PA