

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI

Suit No. 1515 of 2013

Suit No. 1081 of 2014

Suit No. 1156 of 2014

Suit No. 1157 of 2014

Order with signature of Judge(s)

01.10.2018

Mr. Muhammad Shafi Muhammadi, Advocate for the Plaintiff

Mr. Muhammad Faheem Akhtar, Advocate for SUPARCO

Zulfiqar Ahmad Khan, J:- Learned counsel for the plaintiffs in compliance of Court's order dated 12.09.2018 states that his clients are willing to return to Pakistan and join duties within 45 days i.e. before 16th December, 2018 provided however a guarantee is given as to their resumption of continued service with the defendant organization SUPARCO. Learned counsel for SUPARCO at this juncture states that the plaintiffs (who were SUPARCO's employees) were sent abroad upon having signed an undertaking produced between pages 23 to 28 of his Written Statement in terms of which they were to complete their Masters in Mechanical Engineering discipline at McGill University, Canada at the expense of the Defendant SUPARCO, a State owned organization. The agreement dated 21.10.2010 laid down the terms and conditions for this offer, which clearly provided that the said offer was subject to the training policy No.601, revised on 26th March, 2010 as well as upon satisfactory performance in the intended Master's Engineering course in Mechanical Engineering. Also, the trainee was not to change his specified course nor to register himself for any other course or program without prior approval of the Chairman SUPARCO as well as under clause 4, the trainee was not to hold any other scholarship, stipend for his engineering program and nor to extend his stay above 2 years. Under clause 10, trainee was to resume SUPARCO duties forthwith after the completion his/her Master's studies. Penalties in case of any violation were also specified in this said

agreement alongwith relevant guarantee and surety bonds filed pursuant thereto.

Per counsel for the defendants, these employees were sent to complete a Master's degree in Mechanical Engineering only and were to return within two years, however during their Masters' program, they changed their M.S Engineering to PhD Engineering, which per counsel is clear violation of the agreement and terms agreed between the parties, as they were to return to Pakistan squarely after completion of MS Engineering.

This contention however was challenged by the counsel for the plaintiffs who referred to the policy in question, copy of which is produced as Annexure D to the written Statement, which stipulated that while doing a Master's program abroad, if the applicant was offered PhD scholarship, they could enroll themselves in such program, provided however upon seeking prior approval of the competent authority. Per counsel, the plaintiff submitted application alongwith appropriate offer letter from the concerned University seeking NOC from DH, Training, SUPARCO in this regard as per email dated 08.02.2012 Annexure-J (Page-69), however, no approval was given in discrimination to other trainees who were granted such permission. This claim was however denied by the learned counsel for the defendant SUPARCO.

Be that as it may, a perusal of the said request referred hereinabove suggests that the plaintiffs were to complete PhD within 4 years as a Fast Track program (i.e before 2016), however till date the plaintiffs are residing in Canada and haven't returned. In the circumstances at hand, counsel for the plaintiffs as mentioned earlier stated that the plaintiffs would be willing to return to Pakistan before 16th December, 2018 for resumption of duties with SUPARCO.

Upon this undertaking, these suits are disposed of with giving directions to the Defendant SUPARCO that once the plaintiffs return and report for duty within the promised 45 days, SUPARCO to sympathetically consider their cases

and pass orders in accordance with law as to their future relationship with SUPARCO in greater national interest keeping in view that the country requires highly educated individuals in all disciplines of life, and in particular in the field of science, technology and engineering.

In case the plaintiffs do not return to Pakistan before the date stipulated above, SUPARCO should be at liberty to initiate proceedings against them in their absence in accordance with law and applicable rules and policies.

JUDGE