

IN THE HIGH COURT OF SINDH AT KARACHI

Suit No. 1315 of 2006

[Muhammad Iqbal v. Federation of Pakistan & others]

Date of hearing : 27.03.2019.

Date of Decision : 23.08.2019.

Plaintiff : Muhammad Iqbal, through M/s. Muhammad Aqil Awan and Danish Rashid Khan, Advocates.

Defendant No.1 : Federation of Pakistan, through Mr. Aminullah Siddiqui, Assistant Attorney General for Pakistan, Advocate.

Defendants 2 & 3 : Gawadar Fish Harbour-cum-Mini Port Project and another through Mr. Fayaz Hussain, Advocate.

Case law relied upon by Plaintiff's Counsel

1. PLD 1971 Karachi page-45
[*Izhar Alam Rizvi v. Chief Secretary to Government of Pakistan*]
2. 1997 S C M R page-1514
[*Muhammad Sidique Ahmad Khan and others v. Pakistan Railways through Financial Advisor and Chief Accounts Officer, Pakistan Railways, Lahore and others*]
3. 2002 P L C (C.S.) page-1361
[*Imdad Magsi and others v. Karachi Water and Sewerage Board and others*]
4. 2003 P L C (C.S.) page-1418
[*Muhammad Rafiq v. Director General, Pakistan Rangers (Sindh)*]
5. 2011 P L C (C.S.) page-419
[*Faisal Sultan v. E.D.O. (Education) and others*]
6. 1999 S C M R page-311
[*House Building Finance Corporation through Managing Director, Karachi and another v. Inayatullah Shaikh*]
7. P L D 1987 Supreme Court page-421
[*Nasir Said v. Wapda through its Chairman and another*]
8. 2011 SCMR page-11
[*Messrs Pakistan Synthetics Limited v. Waqar Ahmed and others*]
9. 1994 SCMR page-852
[*Agricultural Development Bank of Pakistan v. Muhammad Anwar Bajwa and others*]
10. 1990 PLC (C.S.) page-385
[*Ghulam Ahmed v. Sindh Labour Appellate Tribunal and 2 others*]

11. 2011 P L C (C.S.) page-1553
[*Samina Kanwal v. Director Punjab Forestry Research Institute, Faisalabad*]
12. 2001 PLC (C.S) page-890
[*Pakistan International Airlines Corporation (PIAC) through Chairman and others v. Nasir Jamal Malik and others*]
13. 2002 PLC (C.S.) page-128
[*Wapda through Chairman v. Zulfiqar Ali*]
14. NLR 2002 Service page-166
[*State Life Insurance Corporation of Pakistan v. Doctor Waseem Imran Sheikh*]
15. 2000 SCMR page-1137
[*Syed Zafar Ali Shah and others v. General Pervez Musharraf, Chief Executive of Pakistan and others*]
16. PLD2001 Supreme Court page-980
[*Messrs Pakistan State Oil Co. Ltd.v Muhammad Tahir Khan and others*]
17. PLJ 1998 Karachi page-177 (DB)
[*Nadeem Ahmed and others v. Pakistan International Airlines Corporations and others*]
18. 2000 P L C (C.S.) page-796
[*Muhammad Ashraf v. Director General, Multan Development Authority, Multan and another*]
19. 1991 SCMR page-2434
[*Karachi Development Authority and another v. Wali Ahmed Khan and others*]
20. 2007 PLC (C.S.)page-334
[*Pakistan International Airlines Corporation, through MD, Karachi v. Nadeem Murtaza Khan*]
21. 2007 PLC (C.S.) page-1046
[*Muhammad Dawood and others v. Federation of Pakistan and others*]
22. 2013 SCMR page-1707
[*Pakistan Defence Officers' Housing Authority and others v. Lt. Col. Syed Jawaid Ahmed*]
23. P L D 2010 Supreme Court page-483
[*Justice Khurshid Anwar Bhinder and others v. Federation of Pakistan and another*]
24. 1994 S C M R page-2232
[*Mrs. Anisa Rehman v. P.I.A.C. and another*]
25. 2016 S C M R page-2146
[*Muhammad Rafi and another v. Federation of Pakistan and others*]
26. P L D 2006 supreme Court page-602
[*Muhammad Mubeen-us-Salam and others v. Federation of Pakistan through Secretary Ministry of Defence and others*]
27. 2017 S C M R page-2010
[*Pakistan Defence Officers Housing Authority v. Mrs. Itrat Sajjad Khan and others*]
28. P L J 1987 SC page-319
[*Pakistan v. Public at Large*]

Case law relied upon by Defendant's Counsel

1. 2019 C L C page-267 (Sindh)
[*FGBC Limited through Attorney and others v. Director General Mines and Mineral Development, Sindh and others*]
2. 2018 Y L R page-2134 (Sindh)
[*Messrs Land Mark Associates through partner v. Sindh Industrial Trading Estate Ltd. through Chief Executive Officer and another*]
3. P L D 2017 (Sindh) page-678
[*Trading Corporation of Pakistan (Pvt.) Ltd. v. Messrs Friends Corporation Stevedores (Pvt.) Ltd.*]
4. 2015 P L C (C.S.) page-1364
[*Irfan Ali and 13 others v. Province of Sindh through Secretary, Health Department and 3 others*]
5. 2018 P L C (C.S.) page-975
[*Shariq-ul-Haq and 5 others v. Pakistan International Airlines Corporation Limited and another*]

Other precedents

1. 2012 C L D page-6
[*Abdul Majeed Khan v. Tawseen Abdul Haleem and others*] – Abdul Majeed Case.
2. P L D 1996 Supreme Court page-737
[*Sufi Muhammad Ishaque v. The Metropolitan Corporation, Lahore through Mayor*] – Ishaque Case.
3. 2018 P L C (C.S.) Note page-32
[*Mustafa F. Ansari and others v. Pakistan through Secretary, Ministry of Defence and others*]
4. 2015 S C M R page-1257
[*Pir Imran Sajid and others v. Managing Director/General Manager (Manager Finance) Telephone Industries of Pakistan and others*]
5. 2018 S C M R page-1181
[*Messrs State Oil Company Limited v. Bakht Siddique and others*]

- Law under discussion:**
1. Tort Law.
 2. Civil Procedure Code, 1908 (“CPC”)
 3. Qanun-e-Shahadat Order, 1984 (Evidence Act, 1872); Evidence Law.

JUDGMENT

Muhammad Faisal Kamal Alam, J: - The Plaintiff has filed present *lis* in respect of his termination from service, seeking following relief_

- “a) That this Honourable Court would be pleased to declare the impugned order dated 08.11.2003 illegal, without lawful authority, coram non iudice and not binding on plaintiff and consequently may further be pleased to declare that plaintiff is in the service of defendant No.2 and entitle to service till the date of superannuation viz. 03.10.2016.*
- b) In alternate to order the defendants jointly and severally to pay an amount of Rs.63,90,168/- as damages with interest at the bank rate from the date of institution of the suit till the actual payment is made.*
- c) To grant cost of the suit and any other reliefs which this Honourable Court may deem fit and proper under the circumstances of the case.”*

2. On 23.02.2009, following Issues were framed_

- 1. Whether the suit is maintainable?*
- 2. Whether the plaintiff has any cause of action against the defendants to file this suit?*
- 3. Whether the suit is time barred?*
- 4. Whether this Court has jurisdiction as the office of the defendants are located at Gwadar, Balochistan?*
- 5. Whether the appointment of the plaintiff against the post of Assistant Executive Engineer (Civil) BS-17, in Gwadar Fish Harbour-cum-Miniport Project was temporary in nature, liable for termination without any reason and at any time?*
- 6. Whether the order dated 08.11.1993, passed by defendant No.3, terminating the service of plaintiff without any reason and without show cause notice is illegal and in violation of principles of natural justice, if so, whether plaintiff is entitled for reinstatement in service with all back benefits, even if, the relationship between plaintiff and defendant is governed by the principle of Master and Servant?*
- 7. Whether plaintiff is entitled to the amount of damages claimed by him as an alternative relief, on account of wrongful termination of his service, if so, to what amount?*
- 8. What should the decree be?*

3. The main grievance of Plaintiff is, as argued by the learned counsel Mr. Muhammad Aqil Awan, Advocate, that Plaintiff was terminated from service in blatant violation of law and principle of natural justice. He has further argued that the suit is within time as early the termination was challenged before the Federal Service Tribunal and after the pronouncement of well-known judgment of Mobenul Islam (*ibid*), in which section 2-A of the Federal Service Tribunal Act, 1974, was partly struck down, the Plaintiff has filed the present proceeding. To address the issue of territorial jurisdiction, the learned counsel has referred to the impugned Termination Letter dated 08.11.2003, which has been produced in the evidence as Exhibit 5/8, was issued from the office of Defendants situated at M. T. Khan Road, Karachi. It is averred that such an unceremonious dismissal has stigmatized the Plaintiff.

4. On the other hand, Mr. Fayaz Hussain, learned counsel for the Defendants Nos.2 and 3, has justified the action of impugned termination, primarily, by stating that Plaintiff was employed on temporary basis and his termination was strictly in accordance with Clause IV of the Memorandum dated 17.04.1989, produced in the evidence as Exhibit 5/2. The claim of Damages has been categorically disputed by the Defendants, mainly on the ground, that Plaintiff was throughout gainfully employed in the Works and Services Department, Government of Sindh.

5. Arguments heard and record perused.

6. The Issue-wise finding is mentioned herein under:

Issue No.1	_____	Affirmative.
Issue No.2	_____	Affirmative.
Issue No.3	_____	Affirmative.
Issue No.4	_____	Affirmative.
Issue No.5	_____	As under.
Issue No.6	_____	As under.
Issue No.7	_____	As under.
Issue No.8	_____	Suit Decreed.

Discussion / Reasons of the Issues.

ISSUES NO.1, 2, 3 AND 4:

7. It is necessary to decide the above Issues and they go to the root of the case.

8. Documents produced in the evidence are not disputed. Admittedly, Plaintiff was appointed vide a Memorandum dated 17.04.1989 (Exhibit 5/2), issued by Defendant No.1, from Karachi, as mentioned on the document itself; similarly, the impugned Termination Letter dated 08.11.2003, produced in the evidence as Exhibit No. 5/8 was also issued from Karachi, through which the service of Plaintiff was terminated. Plaintiff also resides in Karachi. Subsequently, it has not been disputed, that Defendant No.2 was transformed into a statutory authority, viz. Defendant No.3. The case law relied upon by the learned counsel for the Defendants with regard to the territorial jurisdiction is distinguishable, because in all the cited decisions the issue revolved around immovable properties situated outside the City of Karachi and it is a settled law and principle that for immovable properties situated outside Karachi, the Original Jurisdiction at the Principle Seat of this Court cannot be exercised, barring few exceptions. But here the Plaintiff is agitating his grievance relating to employment, and primarily seeking compensation and damages as a tortious liability and wrong done against the person of Plaintiff. Whether or not the employment was terminated in a lawful manner, would be answered in the paragraphs to follow in this judgment.

Even if office of Defendant No.3 is shifted to Gawadar (Baluchistan), it would hardly adversely affect the territorial jurisdiction of this Court, because, in view of the above discussion, the present grievance of Plaintiff falls within the ambit of Section 19 of C.P.C. and the present

proceeding is maintainable before this Court. The Issues No.1, 2 and 4 are answered in Affirmative.

Adverting to Issue No.3. The undisputed record of the case shows that earlier the Plaintiff agitated his grievance before the Federal Services Tribunal but his case was affected by the well-known judgment of Mubeen-us-Salam case, handed down by the Honorable supreme Court and reported in P L D 2006 Supreme Court page-602 (*Muhammad Mubeen-us-Salam and others v. Federation of Pakistan through Secretary, Ministry of Defence and others*), wherein, Section 2(A) of the Service Tribunal Act, 1973, was struck down and the Honorable Supreme Court has laid down the guidelines, *inter alia*, with regard to abatement of the proceedings of those persons who were affected by the above judgment and their matters / cases were pending at the relevant time before the Service Tribunal.

9. Plaintiff (of present suit) is presented on 25.09.2006. The correspondence from Federal Service Tribunal (at Karachi) has been produced by the Plaintiff in evidence as Exhibit 5/9, informing the latter about abatement of his Service Appeal with effect from 27.06.2006. Per version of Plaintiff in the evidence, the correspondence is of 17.07.2006, as also mentioned in the above correspondence, which has not been controverted in the evidence by Defendants; hence the present proceeding is filed within the prescribed limitation of 90 days as mentioned in the above referred judgment of Mubeen-us-Salam Case. Hence this Issue No.3 is also answered in affirmative.

ISSUE NO.5:

10. In his cross examination, the Plaintiff has categorically refuted that he was appointed for a limited period and was employed temporarily only for completing the project; whereas, the sole witness of Defendants, in his

cross-examination has acknowledged that the Plaintiff was appointed as Assistant Executive Engineer in BPS-17 and also officiated to BS-18 on account of his efficiency. The witness DW-1 (of Defendant) has also testified that Defendant No.2 – Gawadar Fish Harbor-cum-Mini Port, which was earlier working under the control of Director General Port and Shipping, Ministry of Communication – Defendant No.1, subsequently came under the control of Gawadar Port Authority (Defendant No.3) in the year 2002, by virtue of an Ordinance. To a question, he has not denied that Memorandum through which the Plaintiff was appointed, produced by the latter as Exhibit 5/2 and by the Defendant as Exhibit 6/3, does not talk about the appointment of Plaintiff for a particular project and post, while further voluntarily disclosing that Rules of Federal Government applies to Gawadar Port Authority, viz. Defendant No.3. Defendants in their evidence has not disputed the fact that no disciplinary proceeding was ever initiated against the Plaintiff during his employment; and after establishment of Defendant No.2 as an Authority, viz. Defendant No.3, by virtue of an Ordinance in 2002, employees working with Defendant No.2, were transferred to Defendant No.3. It has also been admitted in the evidence of Defendants' witness that two other officers, who were removed from service along with the Plaintiff, were later restored by the Courts and the said employees retired from Defendant No.3 after completing their period of service.

11. The Plaintiff was appointed in Defendant No.2, vide Memorandum dated 17.04.1989 (Exhibit 5/2) and was terminated vide the Impugned Termination Letter dated 08.11.2003 (Exhibit 5/8), which means that the Plaintiff remained in service for around 14 years. Although Clause (i) of the above Memorandum states that the post against which the Plaintiff was appointed, was temporary; Clause (v) of the above Memorandum states that

period of probation can be two years, whereas, Clauses (iii) and (vi) of the said Memorandum provide that Civil Servant Act, 1973 and other Rules, are also applicable in the subject case, but, from the appraisal of the evidence, it is quite evident that at present the Defendant No.2 has merged with Defendant No.3 and the employees have been transferred to Defendant No.3, which is a Statutory Authority and the core activity of the said Authority is of permanent nature. Even otherwise, the Plaintiff has undisputedly worked with Defendants No.2 and 3 for 14 long years and it cannot be accepted that throughout these years till his termination, he was a temporary employee.

The above aspect has been further fortified in recent judgments of *Pir Imran Sajid and others v. Managing Director/General Manager (Manager Finance) Telephone Industries of Pakistan and others* – 2015 S C M R page-1257 and *Messrs State Oil Company Limited v. Bakht Siddique and others* – 2018 S C M R page-1181. Crux of these reported decisions is that employees who have given their years together of life, should not be allowed to be exploited and the Honourable Supreme Court issued directions that the services of such employees should be regularized as they were performing duties in a permanent post. Similarly, in *Peer Imam case*, the Honourable Supreme Court has further expounded Article 9 of the Constitution of Islamic Republic of Pakistan, 1973, by observing that right to livelihood cannot hang on to the fancies of individuals in Authority, while highlighting the principle of socio-economic justice, applicable in such cases.

12. In these circumstances, the arguments of learned counsel for the Plaintiff has substance, that the service of Plaintiff got regularized and he became permanent in his post by efflux of time, in view of the legal principle laid down through various judicial pronouncements, as relied upon by the learned counsel for the Plaintiff, particularly the cases

of Muhammad Siddiq [1997 S C M R page-1514] and Imdad Magsi [2002 P L C (C.S.) page-1361].

The conclusion of the above discussion is that Issue No.5 is answered in Negative, that is to say, that the post of Assistant Executive Engineer in BS-17 was not temporary in nature and when Plaintiff was terminated, he was working as a permanent employee of Defendants No.2 and 3 and his services should not have been terminated as was done by Defendants.

The reported cases relied upon by the learned counsel for the Defendants and also mentioned in his written synopsis are distinguishable. In the first case [2015 P L C (C.S.) page-1364], admittedly the petitioners were daily wages workers and failed to produce any appointment letter in support of their case, as also observed by the learned Division Bench of this Court and since their case did not fall under the Regularization Scheme introduced by the Sindh Government thus their petition was dismissed. In the second case of *Shariq-ul-Haq and 5 others v. Pakistan International Airlines Corporation Limited and another* [2018 P L C (C.S.) page-975], plaintiffs of the reported decision filed the suit while in service in relation to their promotion as contained in a Memorandum of Understanding (MoU). The reported case is basically an order passed on interlocutory applications. The issues involved in both these reported cases are completely different from the present case and hence have no applicability here.

ISSUES NO.6, 7 AND 8:

13. After appraisal of the evidence, adduced by the parties hereto, following conclusion has emerged

- i. Plaintiff was given letter of appreciation for performing his duties in a proficient manner. These letters have been produced in the evidence as Exhibit 5/4 and 5/5 and have not been disputed.

- ii. Vide a correspondence dated 26.09.1996, the Plaintiff was transferred from Defendant No.2 to Gawadar Development Cell to officiate as Project Engineer in his own pay and scale on deputation for 3 years. This document is issued by Defendant No.1 and has been exhibited as 5/6.
- iii. Undisputedly and on the representation of Plaintiff, the Defendants relieved the Plaintiff for joining Government of Sindh, vide a correspondence dated 21.10.2002, Exhibit 5/7.
- iv. Even though the witness of Defendants has admitted in his cross- examination that the Plaintiff would have retired from the services on 03.10.2016 and that he was on deputation with Government of Sindh as an employee of Defendants No.2 and 3, but at the same time the admission of Plaintiff in his testimony, that till May 2013, he was receiving salary from Government of Sindh and after relieving from the Defendants to Government of Sindh, he has not suffered monetary loses, except the mental anguish, coupled with his statement, that he intended to withdraw part of the claim and his claim may be calculated from May 2013 (that is when his employment came to an end with the Sindh Government) till 03.10.2016, that is, the date of his superannuation with Defendant No.2, had he continued his service, has disintitiled the Plaintiff from a major portion of his claim.
- v. Undisputedly, when the present proceeding was filed, Plaintiff was already gainfully employed with the Works and Services Department, Government of Sindh.

14. Since the Plaintiff has quantified his claim of Damages into different categories, therefore, onus is on him to prove the same.

15. In view of the above discussion and the evidence of both parties, the claim of Plaintiff in respect of the damages has now been limited to the post May 2013 period and damages towards mental distress and loss of reputation.

16. The Plaintiff has attacked the impugned Termination Letter *primarily* on two grounds; (*a*) that it was issued by an incompetent person,

and (b) that no Show Cause Notice was issued prior to the Impugned Termination Letter.

17. With regard to ground (a) above no convincing evidence has been brought on record that it was issued by an incompetent officer; because the letter of appreciation (Exhibit 5/3) produced in the evidence and relied upon by the Plaintiff along with other documents, have also been issued by Military Personnel, which were the concerned officials working in Defendant No.2 at the relevant time, as deposed by Defendants' witness, without any contradiction in his testimony, therefore, no positive finding can be given that the impugned Letter was unauthorizedly issued. However, with regard to ground (b), the stance taken by the Plaintiff has substance, considering the evidence of the parties and the precedents relied upon by the Plaintiff's learned counsel. Once it has already been determined in the foregoing paragraphs, that the Plaintiff was a permanent employee of Defendants No.2 and 3, as also evident from the afore-referred Memorandum of Appointment dated 17.04.1989, that Federal Service Rules were / are applicable in the present case, the services of Plaintiff could not have and should not have ended in the manner as is done by the Defendants No.2 and 3.

18. The crux of the reported decisions relied upon by the Plaintiff's legal team is that a service of an employee, particularly of a statutory body / authority, like the present Defendant No.3, cannot be terminated without assigning any reason as it would be against the principle of natural justice enshrined in maxim *audi alteram partem*; which is to be read in every statute being one of its integral part, unless, expressly excluded. Even the clause relating to termination simplicitor as contained in the appointment letter / order has been held to be violative of due process and fundamental rights guaranteed under Articles 4, 9, 14 and 25 of the Constitution. In the

case of *Ghulam Ahmed* [1990 P L C (C.S.) page-385], the learned Division Bench of this Court has specifically dealt with the term '*service is no longer required*' and it was held that this cannot be a ground or reason for termination.

A recent judgment of the Honourable Supreme Court handed down in the case of *Pakistan Defence Officers Housing Authority (DHA) v. Mrs. Itrat Sajjad Khan and others* [2017 S C M R page-2010], has dilated upon the above issue in an exhaustive manner. The Respondent (of the reported case) was appointed as Lecturer in BS-17 by the appellant DHA and was posted at one of its educational institutions. On account of some disciplinary issues employment of Respondent was terminated, which action was ultimately challenged and reached the Apex Court. One of the main defences setup by the appellant (DHA) was that an employment of the Lecturer came to an end in view of Rule 8(B)(i) of the Service Rules framed by the Appellant – DHA in 2008, which authorizes the Administrative to dispense with the service of an employee by giving one month's notice or a month's pay in lieu thereof without assigning any reason or providing an opportunity of hearing. After a detailed discussion, the Honourable Supreme Court struck down the said Rule being violative of the Constitution of Islamic Republic of Pakistan, 1973, principle of Natural Justice as well as Public Policy. Resultantly, the Respondent was reinstated in the service of Appellant – DHA.

The present *lis* is fully covered by the judicial pronouncements relied upon by the Plaintiff in this regard.

19. From the above, it is not difficult to conclude that the Defendants terminated the service of Plaintiff in an illegal manner, for which they are liable to compensate the Plaintiff. However, it is also an undisputed fact that Plaintiff was throughout gainfully employed and was working with the

Sindh Government. Plaintiff in his Affidavit-in-Evidence / Examination-in-Chief has stated that subsequently he (Plaintiff) was absorbed in the service of Sindh Government; in this regard, learned counsel for Defendant has rightly argued that Plaintiff at the same time cannot be considered in the employment of two separate employers / entities, viz. Defendant No.2/3 and the Sindh Government. This is further fortified by the undisputed fact that Plaintiff was directed to report to the Sindh Government vide letter dated 21.10.2002 (Exhibit 5/7) of Defendant No.3 and his services with the Sindh Government came to an end in May 2013 (as per Plaintiff's own admission). It means that Plaintiff worked with the Sindh Government for more than a decade, whereas, maximum deputation period under the Service Rules is five years. Plaintiff has not produced any evidence about his services with the Sindh Government and how his employment came to an end in May 2013 while he was working in the Department of Works and Services, Government of Sindh. Hence, even his modified / latest claim that he is entitled to remuneration and other benefits from Defendants No.2 and 3 after May 2013 period, is also not tenable. Thus only claim for damages is to be considered after appraisal of *pros and cons* of his illegal termination by the Defendants; and for this category of loss Plaintiff has claimed an 'exemplary / nominal damages' of Rs.15 lacs in the plaint, so also mentioned in paragraph-21 of his Affidavit-in-Evidence / Examination-in-Chief.

20. Broadly, damages are of two kinds; general and special. Special damages are awarded only when a party successfully proves actual losses suffered by him / her. In the present case, as already determined above that the Plaintiff has failed to prove his losses of Rs.48,90,168/- (Rupees Forty Eight Lacs Ninety Thousand One Hundred Sixty Eight only), specifically relating to his employment with Defendants. Notwithstanding this aspect of

the case, the Superior Courts have held in number of decisions, *Abdul Majeed Khan v. Tawseen Abdul Haleem and others* [2012 C L D page-6], being one of the leading cases, that if circumstances so warrant, general damages can be awarded by invoking the rule of thumb; particularly where violation of legal rights exists. This reported decision is also relevant because it relates to a claim arising out of service matter of appellant (of the reported decision). After considering the Law of Torts as developed in this part of the World, the Honourable Apex Court was pleased to award damages of Rupees One Hundred Thousand together with 10% markup from the date of filing of the suit till the recovery of the entire amount. Similarly, in the case of *Sufi Muhammad Ishaque v. The Metropolitan Corporation, Lahore* – [P L D 1996 Supreme Court page 737], the damages vis-à-vis mental agony has been discussed and the conclusion is that there can be no yardstick or definite principle for assessing damages in such cases, which are meant to compensate a party who suffers an injury. The determination criteria should be such that it satisfies the conscience of the Court, depending on the facts and circumstances of the case.

In a recent decision of our Court in the case of *Mustafa F. Ansari and others v. Pakistan through Secretary, Ministry of Defence and others* reported in 2018 P L C (C.S.) Note page-32, substantial amount as damages were awarded to the Plaintiffs because they were able to prove that their compulsory retirement was an illegal act committed by Defendant – PIA.

21. Adverting to the present case. Plaintiff has not suffered any loss of reputation due to the fact that he throughout remained in the employment of the Sindh Government, without any difficulty; thus his plea for damages for loss of reputation is also meritless. The claim of present Plaintiff is now to be assessed only to the extent of mental agony and distress. The rule laid down in the afore-referred cases with regard to general damages can be

invoked in the present case. It is a matter of record that Plaintiff has put in almost fourteen precious years of his life in the employment of Defendants No.2 and 3 with an unblemished service record to his credit and his services were terminated illegally, as discussed above, without issuing him a Show Cause Notice, which is violative of principle of natural justice, as ruled in afore-referred decisions. In these circumstances, I am of the considered view that the Plaintiff is entitled for general damages to the tune of Rs.500,000/- (Rupees Five Hundred Thousand only), because his services were illegally terminated and he suffered mental agony and distress.

The Issues are answered accordingly, and the present suit is decreed only to the extent of Rs.500,000 (Rupees Five Lacs only) as damages, which the Defendants No.2 and 3 are liable to pay jointly and severally to the Plaintiff with 10% markup from the date of this decision till realization of the amount. Plaintiff is also awarded costs of the suit.

Judge

Karachi Dated: 23.08.2019.

Riaz / P.S.