

ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI
Suit No.Nil [-3416] of 2021
[Muhammad Aslam v. Federation of Pakistan & Others

DATE	ORDER WITH SIGNATURE OF JUDGE
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1. For orders on office obj
2. For orders on CMA No.22666 of 2021

18.1.2022

Syed Ashique Raza, Advocate for the plaintiff
Mr. M. Zahid F. Ebrahim, Advocate for defendant No.3

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ORDER

Muhammad Shafi Siddiqui, J.- The plaintiff has filed this suit against his termination vide letter dated 10.9.2021. He claimed to have been appointed by an offer letter dated 1.4.2010 and he joined the services of the company on 15.4.2010. He claimed to have been regularized on 5.1.2012 by defendant No.3/National Insurance Company Ltd., a corporate entity by then.

2. It is the case of the plaintiff that his services could not have been terminated unless an inquiry against him is conducted strictly in consonance with the procedure set out in the Human Resource Manual. He, however, not denied that he was offered services by defendant No.3 when it had already acquired the corporate status.

3. Mr. Zahid F. Ebrahim who appeared for defendant No.3 submits that in a relation which is governed by `master` and `servant`, the plaintiff cannot enforce his employment over his master. He further submits that it is only those who were inducted prior to its corporatization that the rules could have governed the employment and be enforced, however, not as of now against the plaintiff who was inducted by the corporate entity.

4. I have heard learned counsels and the materials available on record.

5. There is no cavil that the plaintiff was appointed by defendant No.3 when it acquired the corporate status and hence the relationship is governed the rule of `master` and `servant`. The Human Resource Manual which is relied upon by the plaintiff itself suggests that the termination of the service could be effected without assigning any reason or as a measure of retrenchment, after giving him a notice of three months or payment in lieu thereof. It is not a case of retrenchment since the service was terminated vide letter dated 10.9.2021 and the final settlement was offered after completion of codal formalities. In this regard reliance is placed upon the case of *Muhammad Umar Malik v. Muslim Commercial Bank Ltd*¹ wherein Hon`ble Supreme Court in relation to the company incorporated under the Companies Act, 1913 held the relationship in the absence of statutory rules of service to be of `master` and `servant` and no such relief could be granted for his reinstatement.

6. For the purpose of Rule 14 of Part - II of Human Resource Manual, it has not been disclosed that it was the Chairman who offered the appointment for effecting Clause 14-A to seek prior approval of the board. He was appointed and terminated by the General Manger, Human Resource. Be that as it may, without prejudice to such clauses, an employee cannot enforce his employment over his master for continuation of his services as it would disturb entire internal mechanism and working of corporate sector. In case the plaintiff is of the view that he has been terminated without following the common principles of law and if any of his fundamental rights are violated and / or his

¹ 1995 SCMR 453

termination was not in accordance with law, he has already instituted a suit for the recovery of damages. I may point out that since he could not enforce his employment over his master, therefore, this suit, at the most could be considered as a suit for recovery of damages on account of alleged unlawful termination and not beyond that.

These are the reasons for the short order passed on 17.1.2022.

J U D G E

Karachi;

Dated : .01.2022