

ORDER SHEET  
IN THE HIGH COURT OF SINDH AT KARACHI

**Suit No.814 of 2023**  
**[Zaheer Uddin Memon v. Security Papers Limited and another]**

**Suit No.815 of 2023**  
**[Muhammad Imran Awan v. Security Papers Limited and another]**

DATE	ORDER WITH SIGNATURE OF JUDGE(S).
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**Suit No.814 of 2023**

1. For hearing of CMA No.12692/2023 (U/O 39 R-4 CPC).
2. For hearing of CMA No.11600/2023 (Contempt).
3. For hearing of CMA No.11601/2023 (stay).
4. For hearing of CMA No.10608/2023 (stay).
5. For hearing of CMA No.8460/2023 (stay).
6. For orders on CMA No.10607 (Contempt).

**Suit No.815 of 2023**

1. For hearing of CMA No.12693/2023 (U/O 39 R-4 CPC).
2. For hearing of CMA No.11603/2023 (Contempt).
3. For hearing of CMA No.11604/2023 (stay).
4. For hearing of CMA No.10614/2023 (stay).
5. For hearing of CMA No.8463/2023 (stay).
6. For orders on CMA No.10613 (Contempt).

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**Dated 09.10.2023**

Mr. Imtiaz Ali Shah, Advocate for plaintiffs in both suits.  
M/s Arshad Tayebaly and Abdul Ahad, Advocates for defendants.

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1, 3, 4 & 5. Plaintiffs in these two suits, being contractual employees, have filed these suits for declaration of an unfair suspension of the plaintiffs from the service, followed by suspension of enquiry. This suit also seeks damages on such counts.

The relationship between plaintiffs and defendants is of master and servant as conceded by the plaintiffs orally as well as in terms of para-41 of the plaint, hence no deliberation.

On the issuance of suspension orders by defendant No.1 dated 12.05.2023, these suits were filed along with applications which were taken up and the operation of the suspension order was ordered to be suspended.

This was followed by an enquiry order from Master, to be conducted in pursuance of charge-sheets dated 10.07.2023, which

too were taken up and enquiry was also suspended by this Court, vide order dated 26.07.2023. It was then followed by termination letters dated 11.08.2023 issued by employer, which were also ordered to remain suspended. The contempt applications have also been preferred by the plaintiffs.

I have heard learned counsel for the parties and perused the record.

Undisputedly the relationship between the plaintiffs and defendant No.1 is of master and servant and the recourse of restoration of service under such relationship of master and servant is not available. In a private employment the employee cannot conceive to be an employee of a private entity forever and any interference would amount to interference of his/her fundamental right. Termination even beyond the terms of the employment, could at the most lead to a claim of damages. Plaintiffs, however, insisted that since the interim orders have been passed, therefore, the alternate recourse adopted by employer, to circumvent and to avoid the adherence of the orders dated 29.05.2023, 26.07.2023 and 22.08.2023, cannot be made.

I am not in agreement with the plaintiffs' counsel as no such interim orders as passed on the aforesaid dates were either ignored by the defendants or could restrict the employer from initiating further recourse, as adopted. The first order of employer relates to suspension of the plaintiffs, which suspension order of 12.05.2023 was ordered to remain suspended on 29.05.2023. The defendants have not altered the situation rather instead of suspending them, an enquiry was initiated under a charge sheet dated 10.07.2023. This enquiry order cannot be conceived as a violation of an earlier order.

The enquiry process too was suspended by an order of 26.07.2023 which opens the way and resulted in the termination of the plaintiffs vide termination letters dated 11.08.2023. Even this termination is not an avoidance or ignorance of earlier two orders whereby the suspension and enquiry orders were suspended.

In no way the defendants were restrained from terminating the service in terms of the relationship of master and servant. It is a settled law that insofar as a private corporation or a company is concerned, a servant cannot force upon his master. Master could refuse to continue with the employment of any of his employee and may well be ready to face the consequences of a claim of compensation/ damages for an alleged breach of service contract or service terms, whichever the case may be<sup>1,2,3,4</sup>.

In view of the above facts and circumstances of the case, I am of the view that no relief of injunction can be granted to the plaintiffs in these matters, as the plaintiffs were in the employment of an entity which has created a relationship of master and servant, as conceded, and in fact one of the plaintiffs was on contract employment having specific terms which also allow the termination of service on one month's notice or in lieu of a salary.

The stay applications listed at serial No.3, 4 and 5 in both suits are dismissed and consequently, the applications listed at serial No.1 in both suits filed under Order-XXXIX Rule 4 CPC stand disposed off.

2&6. Adjourned.

JUDGE

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<sup>1</sup> 2019 PLC (C.S) 999 [Allah Dino Khaskheli v. Zakir Mehmood and 3 others].

<sup>2</sup> 1974 SCMR 519 [Marghub Siddiqu v. Hamid Ahmad Khan and 2 others].

<sup>3</sup> 2019 PLC (C.S) 940 [Saadullah Khan v. Al-Baraka Bank (Pakistan) Limited].

<sup>4</sup> 2020 PLC (C.S) 80 [Sanjay Kumar v. Siemens Pakistan Engineering Company Ltd. through Director and 4 others].