

THE HIGH COURT OF SINDH, KARACHI

Before:

Justice Mohammad Karim Khan Agha

Justice Adnan-ul-Karim Memon

CP No D-4159 of 2019

[Zuryaman v.Federation of Pakistan and others]

Petitioner : through Syed Anayat Hussain 3hah advocate.

Respondent No. 1&2 : through Mr. Imdad Khan advocate.(He is called absent)

Respondents No.3 : through Ms. Zehra Sehar, Assistant Attorney General

Dates of hearing : 07-05-2025

Date of order : 07-05-2025

ORDER

Adnan-ul-Karim Memon, J. The petitioner requests that this Court suspend the letter dated 16.05.2019 and direct the respondents to release the salaries of his last seven months and allow him to perform his duties in National Logistics Cell (NLC) as per law.

2. The petitioner, a VM/clerk at NLC Landhi, Karachi, for 15 years, was initially appointed as an unskilled worker (BPS-1) on contract in 2003 and later promoted to SMT (BPS-7 and BPS-8). He claims that the respondent corporation violated his constitutional rights. He alleges that in December 2018, he was illegally detained, harassed, and forced to make false accusations against a superior officer. He also claims he has not received his salary since December 2018. Furthermore, he states that without any show cause or inquiry, he received a letter dated 16-05-2019 imposing a 2.0 million fine and forfeiture of terminal benefits.

3. Learned counsel for the petitioner argued that this is unlawful action on the part of NLC Management and seeks the suspension and setting aside of this letter, along with releasing his pending salary and permission to resume his duties. He also requests the regularization of his service since his initial appointment in 2003. He prayed for allowing the instant petition.

4. Learned AAG submitted that the NLC, as a corporation established by a government notification in 2023 and operating on its resources, is not governed by statutory service rules, and the relationship with its employees is based on "Master and Servant." She argued that the writ petition is not maintainable and is barred by laches and the doctrine of approbate and reprobate. She states that the petitioner was a temporary employee whose contract expired on December 31, 2018, after a 14-day notice due to his position becoming surplus. NLC further claims an inquiry in December 2018 found the petitioner guilty of extending undue favors to contractors and engaging in illegal business. The fine and forfeiture of benefits were imposed based on these findings. She

denied illegally stopping his salary, as his service was terminated in 2018. She maintained that the current judicial forum is inappropriate for the petitioner and he has recourse before the competent forum and this petition may be dismissed.

5. We have heard the learned counsel for the parties and perused the record with their assistance.

6. NLC was established in 1978 by the Pakistan Army after a wheat shortage, the National Logistics Cell (NLC) evolved from refugee support to a major logistics and infrastructure organization with substantial assets by 2004. Legally restructured as the "National Logistics Corporation" under the 2023 Act, it's now a corporate body with powers to own property and conduct legal proceedings. Governed by a Board chaired by the Deputy Chairman Planning Commission, the NLC's functions include logistics, infrastructure development, border operations, and related activities domestically and internationally. It can procure resources, manage assets, and form business entities. The NLC also undertakes strategic tasks assigned by the government and supports the Pakistan Army during threats or emergencies. It can utilize government lands for military support and may receive direct government project awards. All government authorities are mandated to assist the NLC in its functions.

7. The 2023 Act empowers the National Logistics Board to create rules of service. However, before this Act, without a specific law governing employment at the NLC, the relationship between the organization and its employees was often viewed as "master and servant," meaning internal service regulations were considered guidelines for management rather than legally binding statutes. Despite this, the petitioner was discharged from service via a letter dated December 18, 2018, with contract termination effective December 31, 2018. Subsequently, on May 16, 2019, NLC management issued a letter imposing a 2.0 million fine and forfeiting his terminal benefits.

8. If this is the position of the case, the petitioner can approach the civil court, as the Civil courts are the primary forum for resolving disputes arising from contracts, including employment contracts. They have the jurisdiction to examine the terms of the agreement, hear evidence, and award remedies for breach of contract. The petitioner's claim involving a monetary fine and forfeiture of benefits falls squarely within the purview of civil courts, which can order the recovery of such amounts if deemed unlawful, as the termination of the contract occurred before the Act 2023.

9. Considering the aforementioned facts and circumstances, this petition is dismissed, allowing the petitioner to seek resolution for his grievances through a court with full jurisdiction, in accordance with the law, if he chooses to do so.

JUDGE

HEAD OF CONST. BENCHES