

THE HIGH COURT OF SINDH, KARACHI

Before:

Justice Mohammad Karim Khan Agha

Justice Adnan-ul-Karim Memon

CP No D-5015 of 2020

(Syed Israr Ali v. Federation of Pakistan & others & others)

Petitioner : through Syed Israr Ahmed and Mr. Munir A Malik advocate

Respondents Ms. Zehra Sehar Assitant Attorney General

Dates of hearing : 12-05-2025

Date of order : 12-05-2025

ORDER

Mohammad Karim Khan Agha, J.- The Petitioner requests this Court to declare the Respondents' withholding of his contractual earnings, amounting to Rs. 1,440,000, as unjust and to consequently direct the Respondents to release this sum to him forthwith.

2. Having retired from the Federal Investigation Agency (FIA) in June 2015 after 33 years of service, last holding BS-20, the Petitioner was engaged as a Senior Law Officer on a one-year contract in April 2016 at a monthly salary of Rs. 120,000. He was also assigned additional responsibilities as Additional Director of Law in May 2016 (as per Annexures A-1 and A-2). Throughout his contractual term, he diligently performed his duties, managing important legal cases for the FIA across various courts. However, despite repeated promises and his diligent service, his total contractual salary of Rs. 1,440,000 remained unpaid. The Petitioner followed up with reminders in March, April, August, and December of 2017 (documented in Annexures B and C-1 to C-3) and even made a personal visit to Respondent No. 2 in July 2019, yet the payment was not released.

3. The Petitioner's counsel submits that the Respondents, being public authorities, are obligated to compensate his client fairly and cannot unjustly benefit from his uncompensated services. Asserting the absence of any other adequate legal recourse, counsel invokes this Court's jurisdiction under Article 199 of the Constitution. It is further argued that the service contract, stemming from an official notification, possesses a public character that warrants enforcement through these constitutional proceedings. Finally, counsel contends that the Petitioner has been subjected to discrimination, as other contractual employees in comparable situations have already received their due payments.

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

5. According to learned AAG, the FIA's report (Annexures A & B), the Petitioner was appointed as a Senior Law Officer for the NR3C Phase-II Project. However, this specific position was not sanctioned within the project's PC-1 document. Although he was given additional responsibilities as Additional Director Law in Karachi, the approved PC-1 also did not include the post of Senior Law Officer. The FIA further reports that the now-closed project lacks the necessary funds to cover this payment, and the issue has been forwarded to the Ministry of Interior for potential adjustment against a comparable, sanctioned position within the same NR3C Phase-II project.

6. The Government of Pakistan, through the Ministry of Interior, appointed the Petitioner as a Senior Law Officer in the FIA on a vacant contractual position for one year, effective April 8, 2016, at a fixed monthly salary of Rs. 120,000. The Petitioner took office and was subsequently assigned the additional charge of Additional Director Law at the FIA Zonal Office in Karachi in May 2016, without any extra remuneration. Despite completing his contract without any issues, the Petitioner was not paid his salary throughout the entire contractual period, even upon its completion. This lack of payment, despite his repeated requests, left him with no choice but to seek legal recourse through this Court to recover his contractual dues. The Respondents attempted to justify non-payment by claiming the absence of a vacancy when the Petitioner assumed his role. However, this argument contradicts their own notification explicitly appointing him to a vacant post for a year, rendering their contention baseless.

7. The Respondents have not disputed the validity of the service contract under which the Petitioner fulfilled his responsibilities. Consequently, he was rightfully entitled to payment, and no justifiable basis existed for the non-payment of his earned remuneration, a fundamental right stemming from his appointment to the subject post. Given the prohibition of forced labor under the law and Constitution, this Court is empowered to enforce the Petitioner's fundamental rights, particularly as he served a strategic government agency. The Respondents' refusal to pay the Petitioner his contractual earnings is strongly reprehensible, constituting not only a breach of contract but also a prima facie instance of exploitation under Article 3 of the Constitution, as they effectively compelled him to work without providing his contractually agreed-upon and rightfully earned compensation.

8. Consequently, the Government of Pakistan, Ministry of Interior, is hereby directed to remit all outstanding contractual dues to the Petitioner within three

months from the date of receiving this order. A copy of this order shall be promptly transmitted via fax and electronic mail to the Secretary of the Ministry of Interior, Government of Pakistan, for immediate compliance. Petition is disposed of in the above terms.

HEAD OF CONST. BENCHES

JUDGE

SHAFI