

ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI

Constitutional Petition No. D-1146 of 2024

(Faisal Afridi & others versus KMC & others)

Constitutional Petition No. D-4962 of 2023

(Dr. Aasiya Memon & others versus KMC & others)

Date	Order with signature of Judge(s)
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Before:

Mr. Justice Muhammad Karim Khan Agha

Mr. Justice Adnan-ul-Karim Memon

Date of hearing and order:- 07.11.2025

M/s. Saad Siddiqui and Sahibzada M. Mubeen advocates for the petitioners

Malik Altaf Hussain advocate for the respondent KMC

Ms. Rabia Khan advocate for alleged contemnors

Qazi Umair Ali advocate for respondent No.3 in C.P No.D-1146 of 2024

Mr. Ali Safdar Depar, Assistant Advocate General

ORDER

Muhammad Karim Khan Agha, J: The petitioners in Constitutional Petition No. D-1146 of 2024 have prayed as under:-

- i. *Declare that the actions of the Respondents in failing to comply with the notification dated 28th November 2022 regarding the payment of stipends to house job officers are illegal, arbitrary and in violation of the Constitution of the Islamic Republic of Pakistan 1973.*
- ii. *Declare that the Fraudulent and Manipulative Offer letters along with coercive undertakings /affidavits dated 29.01.2024 to the extent of stipend clause are illegal, malafide and in utter violation of the notification No.FD (SR-III) 5-77/2016 dated 28 the November 2022 whereby the petitioners are bound to be paid stipend at the monthly rate of PKR 69,600.*
- iii. *Declare that the petitioners are entitled to receive stipend at the rate of PKR 69,600/- per month on account of being house job officers under the notification No. FD(SR-III)5-77/2016(provl.) dated 28th November 2022;*
- iv. *Direct the respondents to immediately disburse stipends to the petitioners at the revised rate of PKR 69,600 per month from 1st February 2024, in accordance with the aforementioned notification and the directives of this Court;*
- v. *Direct the Respondent Nos. 1,2 and 3 to immediately issue fresh offer letter of House job to all the petitioners without any other conditions or delays with the rate stipend at PKR 69,000 under notification dated No.FD(SR-III)5-77/2016(provl.) dated 28th November 2022;*
- vi. *Restrain the Respondents from coercing the Petitioners into accepting stipends below the prescribed rate and from taking any retaliatory actions against the petitioners for seeking redressal of their grievance;*
- vii. *Restrain the respondents from taking any coercive/adverse action against the petitioners including but not limited to removing them from their current position of House officer being undertaken at KMDC Dental Hospital. Further restrain the respondents from threatening/blackmailing the petitioners now that they have accepted the impugned offer letter at the rate of PKR 30,000 per month which is illegal, malafide and Coram non judge in view of notification dated No. FD(SR-III) 5-77/2016 (provl.) dated 28th November 2022;*
- viii. *Set aside/suspend annul the offer letters dated 29.01.2024 to the extent of stipend clause as illegal malafide and in clear violation of the notification No. FD(SR-III) 5-77/2016 (provl.) dated 28th November 2022.*

2. The petitioners in Constitutional Petition No. D-4962 of 2023 have prayed as under:-

I. Declare that the Fraudulent and Manipulative Offer letter(s) dated 15.04.2023 are illegal, malafide and in utter violation of the notification No. FD(SR-III)5-77/2016(Provl.) dated 28th November 2022 whereby the Petitioners are bound to be paid stipend at the monthly rate of PKR 69,000.

II. Declare that the Petitioners are entitled to receive stipend at the rate of PKR 69,000 Per Month on account of being house job officers under the notification No. FD(SR-III)5-77/2016(Provl.) dated 28th November 2022.

III. Direct the Respondent No. 3, 4 and 5 to immediately issue fresh offer letters of House Job to all the Petitioners without any other conditions or delays with the rate of stipend at PKR 69,000 under notification dated No.FD(SR-III)5-77/2016(Provl.) dated 28th November 2022.

IV. Direct the Respondents No. 3, 4 and 5 to immediately release the outstanding dues of the Petitioners for the house job rotation period from June 2023 to September 2023 at the rate of PKR 69,000 arrears of one month at the rate of PKR 24,000 per petitioner as the petitioners have already rendered their services from April, May, June, July, August, September and currently working through October and unfortunately they have been paid for only 24 days of the month of April.

V. Direct the Respondent No. 6 to ensure strict implementation of all of its rules, regulations, directives and Notifications issued for welfare of Medical Health professionals in Sindh.

VI. Direct the Respondents No. 3, 4 and 5 to issue the final House Job Certificate to the Petitioners at the completion of their respective House Jobs.

VII. Set aside the offer letter(s) dated 15.04.2023 as illegal, malafide and in clear violation of the notification No. FD(SR-III)5-77/2016 (Provl.) dated 28th November 2022

VIII. Restrain the Respondents from taking any coercive/adverse action against the Petitioners including but not limited to removing them from their current House Job Office being undertaken at Abbasi Shaheed hospital. Further restrain the Respondents from threatening/blackmailing the Petitioners now that they have accepted the Impugned offer letters at the rate of PKR 45,000 per month which is illegal, malafide and coram non-judice in view of notification No. FD(SR-III) 5-77/2016 (provl.) dated 28th November 2022.

3. In nutshell, the case of the parties are that petitioners have challenged the Offer Letters dated 15.04.2023 for contravening Notification dated 28.11.2022 concerning the monthly stipend. Counsel for the Petitioners submitted that they are MBBS graduates employed as House Job Officers, and while the Notification provides for a stipend of Rs.69,000/- per month, the Offer Letters unlawfully stipulate Rs.45,000/-. He further noted that in earlier petitions (C.P. No. D-1859/2021 and C.P. No. D-3525/2021), the same Notification had been enforced. It is urged by the petitioners that the stance of respondents' in the comments appear to be inconsistent with the law established by the Supreme Court in the case of Rehman Medical College (2022 SCMR 36), which held that the government-mandated minimum stipend for house officers must be paid irrespective of any private agreement.

4. The petitioners were appointed as House Officers by Respondent No.1 through offer letters issued by KMDC dated 29.01.2024. They alleged that the letters were accepted under duress as their medical careers

depended on compliance, and that the offer letters arbitrarily fixed the stipend at PKR 30,000/-, contrary to the initial advertisement (Ref. PSCTT/655/23), which contained no stipend details.

5. Learned counsel for the petitioners contended that under Notification No.FD(SR-III)5-77/2016 (Provl.) dated 28.11.2022, the monthly stipend for House Job Officers is fixed at PKR 69,600, but the respondents unlawfully reduced it to PKR 45,000, in violation of the said notification and earlier court directions in C.P. No. D-1859/2021 and C.P. No. D-3525/2021. He submits that KMDC, being under KMC, is bound by provincial laws and notifications, and that failure to pay the notified stipend is arbitrary and without jurisdiction. He further asserts that the respondents' conduct undermines the Government's policy of recognizing and supporting medical professionals. The petitioners also apprehend retaliation and seek protection against any coercive action.

6. Conversely, learned counsel for the respondents contends that the petitioners have misrepresented facts and relied on documents, including the letter dated 02.09.2022, which pertained only to Covid-19 duties, and therefore does not apply to them. He argued that the petitions are misconceived and liable to be dismissed.

7. We have carefully considered the submissions of the learned counsel for the parties and examined the material placed on record.

8. The core issue before this Court pertains to the payment of stipend to House Job Officers in light of Notification No. FD(SR-III)5-77/2016 (Provl) dated 28.11.2022, which prescribes a minimum monthly stipend of Rs. 69,600/-. The Supreme Court, in the case of Rehman Medical College v. Dr. Wafa Gufran and others (2022 SCMR 36), has conclusively held that the minimum stipend fixed by the Government for House Officers/Doctors is binding and must be paid irrespective of any private arrangement, undertaking, or agreement to the contrary. It was further held that such statutory entitlements cannot be curtailed, modified, or waived through coercion or contractual stipulations that defeat the purpose of the law.

9. In view thereof, the stance of the respondents, seeking to justify payment at a rate lower than the Government-notified stipend, is contrary to the settled law, and amounts to defiance of the binding notification. The Offer Letters dated 29.01.2024 and 15.04.2023, to the extent they prescribe a stipend below Rs.69,600/- per month, are not in consonance with the decision of the Supreme Court in the case of Rehman Medical College supra and of no legal effect.

10. Accordingly, these petitions are allowed in terms of the ratio of decision of the Supreme Court as well as in the terms that the competent authority of the respondents are directed to pay the petitioners stipend at the rate of Rs.69,600/- per month in accordance with Notification No. FD(SR-III)5-77/2016 (Provl.) dated 28.11.2022, with effect from 01.02.2024, if not earlier paid.

11. The aforesaid exercise shall be undertaken within two months.

HEAD OF CONST. BENCHES

JUDGE

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