

ORDER SHEET
THE HIGH COURT OF SINDH KARACHI
C.P. No. D – 1480 of 2025
[Hafeezullah v. Prime Minister of Pakistan & others]

DATE	ORDER WITH SIGNATURE OF JUDGE(S)
	Before:- Mr. Justice Adnan-ul-Karim Memon Mr. Justice Zulfiqar Ali Sangi.

Date of hearing and order:-29-04-2026

Mr. Ali Asadullah Bullo, Advocate for the Petitioner.
Malik Altaf Javed, Advocate for the Respondent No.4 alongwith
M/s. Moin Sandilo, Khurram Memon and Abdul Shakoor Mangi,
Advocates.
Mr. Khalique Ahmed, Deputy Attorney General for Pakistan.

ORDER

Adnan-ul-Karim Memon, J Petitioner, *Hafeezullah*, has filed this Constitutional Petition under Article 199 of the Constitution of Islamic Republic of Pakistan, 1973 seeking following relief(s):

“i) Declare the impugned Order dated: 12-06-2023 and 23-01-2025 as illegal and in direct conflict with the Judgement of Hon'ble Supreme Court of Pakistan and set aside the same and allow consequential benefits to the Petitioner.

ii) Restrain the Respondents from taking any coercive action against the Petitioner.

iii) Any other relief(s) this Hon'ble Court may deem fit in given circumstances and in the great interest of justice.

iv) All other prayer(s) shall be argued at the time of hearing of the instant petition.”

2. The learned counsel for the petitioner submitted that the petitioner's father, who was serving as Office Superintendent (BS-16) in the Federal Board of Revenue (FBR), died during service on 11.12.2022. After his father's death, the petitioner applied for employment under the Prime Minister's Assistance Package on deceased quota, submitting all requisite documents through Respondent No.4. It was further contended that pursuant to the said application, the petitioner was called for written and oral examination for the post of UDC (BS-11) and, after completion of the recruitment process, was declared successful. An offer of appointment was issued on 31.05.2023. However, his joining was withheld on

12.06.2023 due to an interim order of the Islamabad High Court in WP No.1146/2022, although he was later allowed to serve without salary during the pendency of the case. The counsel argued that subsequently the Supreme Court in its judgment dated 26.09.2024 declared the Prime Minister's Assistance Package and similar deceased quota appointments as ultra vires, but simultaneously protected appointments already made prior to the judgment. It was submitted that the petitioner's case falls within this protective umbrella. It was further argued that after disposal of the said litigation and vacation of the interim order, the Establishment Division issued clarification dated 07.02.2025 confirming that appointments made prior to the Supreme Court judgment remained valid. Despite this, the FBR issued impugned letter dated 23.01.2025 refusing to regularize the petitioner's appointment, which, according to the counsel, is contrary to law, based on misinterpretation of the Supreme Court judgment, and without lawful authority. The petitioner thus seeks declaration of the impugned orders dated 12.06.2023 and 23.01.2025 as illegal and inoperative, along with directions for formalization of his appointment and release of consequential benefits.

3. On the other hand, learned AAG for the respondents opposed the petition, submitting that the petition is based on misstatement and concealment of facts. It was argued that at the time of issuance of offer letter, a competent court's interim order dated 08.12.2022 was in the field restraining such appointments, and the recruitment process itself was not completed in accordance with law, including non-production of medical fitness certificate. It was further contended that in view of the Supreme Court judgment declaring the Prime Minister's Assistance Package void ab initio, the entire recruitment process lost legal effect. Since the petitioner never completed the appointment process nor assumed regular duties, no vested right accrued in his favour, and therefore no claim for appointment or salary can be sustained. The respondents maintained that the petitioner's case does not fall within the protective exceptions carved out by the Supreme Court and the impugned correspondence merely reflects correct legal position, hence the petition is liable to be dismissed.

4. In light of the rival submissions and the legal position emerging from the record, the pivotal question requiring determination is whether the petitioner's offer of appointment, having been issued on 31.05.2023 prior to the judgment of the Honourable Supreme Court in *General Post Office, Islamabad, and others vs. Muhammad Jalal* (PLD 2024 SC 1276), falls within the protective umbrella carved out therein.

5. The record reflects that the petitioner was processed under the Prime Minister's Assistance Package on deceased quota, was duly called for written and oral tests, and after successful completion of the recruitment process, was issued an offer of appointment. It is not disputed that the offer of appointment was issued

prior to the Supreme Court judgment dated 26.09.2024. The subsequent withholding of joining on 12.06.2023 was not on account of any disqualification or adverse finding against the petitioner, but purely due to an interim order of the Islamabad High Court in WP No.1146/2022, which, as per the record, stood subsequently merged into and disposed of in light of the final judgment of the Supreme Court.

6. The legal position settled in *PLD 2024 SC 1276* is of crucial significance. The Honourable Supreme Court, while declaring the Prime Minister's Assistance Package as ultra vires, expressly protected those appointments which had already been made prior to the judgment. The intent behind this protective clause is to avoid retrospective invalidation of appointments already crystallized, thereby safeguarding vested rights and preventing undue hardship to candidates who had completed the selection process and were issued offers of appointment in accordance with the then prevailing framework.

7. In the present case, the petitioner's appointment process had reached its culmination stage prior to the Supreme Court judgment, as he was not merely an applicant but a successful candidate to whom a formal offer of appointment had been issued. The issuance of offer letter signifies completion of the selection process and creation of a legitimate expectation coupled with a substantive right, subject only to formal joining and procedural formalities. Such a right cannot be defeated retrospectively unless expressly negated by the Supreme Court, which is not the case here.

8. Moreover, the Establishment Division's clarification dated 07.02.2025 further reinforces that appointments made prior to the Supreme Court judgment remain valid and enforceable. This official interpretation, being consistent with the spirit of the judgment, removes any ambiguity regarding the legal status of pre-judgment appointments.

9. The respondents' plea that the appointment was void ab initio on account of interim restraint or incomplete formalities cannot be sustained in view of the fact that such interim orders were never meant to finally adjudicate rights but were merely preservatory in nature. Once the Supreme Court has issued final pronouncement with a saving clause protecting prior appointments, the interim restraints lose independent efficacy.

10. Thus, in view of the law laid down in *PLD 2024 SC 1276*, read with the undisputed factual position that the petitioner's offer of appointment was issued prior to the said judgment, it is held that the petitioner's case squarely falls within the protected category of appointments. The impugned correspondence dated 23.01.2025, being contrary to the express protective intent of the Supreme Court

judgment and the clarification issued by the Establishment Division, cannot sustain in the eyes of law.

11. Accordingly, the petitioner's offer of appointment is held to be protected, lawful, and enforceable, and the respondents are under a constitutional and legal obligation to give effect to the same offer appointment by issuing appointment letter within two weeks' time.

JUDGE

JUDGE