IN THE HIGH COURT OF SINDH, KARACHI

C. P. NO. D-5003 / 2025
(Shamshad Ahmed Qureshi Vs. NIRC & Another)

Present:
Mr. Justice Adnan-ul-Karim Memon
Mr. Justice Muhammad Jaffer Raza

Date of hearing and order: 08.09.2026.

Mr. Talha Abbasi, Advocate for Petitioner.
Mr. Mustafa Ahmed Bajwa, Advocate for Respondent.

Adnan-ul-Karim Memon, J. The Petitioner, Shamshad Ahmed Qureshi, has filed this petition under Article 199 of the Constitution, challenging the Full Bench NIRC order dated 23.09.2025 whereby the orders of the learned Single Member were suspended, the Petitioner was directed to vacate the official accommodation, and Respondent No. 2, Pakistan Steel Mills, was directed to pay his outstanding dues.

2. The case of the petitioner is that he is a former Supervisor (Pay Group-VII, A&P Department) of Pakistan Steel Mills, and was terminated from service on 29.07.2002. After his grievance proceedings were transferred to the NIRC, the learned Single Member, vide order dated 19.06.2017, allowed his petition, set aside the termination and directed his reinstatement with full back benefits. Although the Full Bench initially allowed Respondent No.2's appeal on 07.08.2018, this Court, vide judgment dated 14.11.2024, set aside the said order and restored the Single Member's judgment. The Hon'ble Supreme Court dismissed the respondent's CPLA on 03.09.2025, thereby rendering the order final and binding. The Petitioner was consequently reinstated and continued in service until his superannuation on 14.07.2020. However, he was paid only the salary applicable at the time of his termination and was denied the back benefits and retirement dues directed vide order dated 19.06.2017. He therefore initiated proceedings under Section 33(6) of the Industrial Relations Act, 2012, for enforcement of the final order. During those proceedings, bailable warrants were issued due to non-compliance and non-appearance of respondents. Respondent No.2 thereafter filed an appeal against that order under Section 58 of the Act before the Full Bench of NIRC, which was entertained, and the orders dated 09.09.2025 and 18.09.2025 were suspended vide the impugned order dated 23.09.2025, an excerpt whereof is reproduced as under: –

3. The counsel for the Petitioner contends that the Full Bench of NIRC lacked jurisdiction to entertain an appeal against interlocutory orders passed in compliance/execution proceedings under Section 33(6) of the Industrial Relations

Act, 2012. He further submits that Respondent No.2 has deliberately failed to calculate and release the complete back benefits, including pay re-fixation, career advancement/seniority-related benefits and applicable tax adjustments, while wrongly projecting the dispute as one concerning only retirement dues and official accommodation. According to the Petitioner's counsel, such conduct amounts to partial and willful non-compliance with the final order, particularly when the respondent's own Board decision permitted retired employees to retain official accommodation until payment of their lawful dues. It is further contended that requiring the Petitioner to pursue separate proceedings under Section 52 of the Industrial Relations Act, 2012 for recovery of money is misconceived, as Section 33(6) of the Industrial Relations Act, 2012 proceedings are specifically intended to secure compliance with a final NIRC order. The Petitioner therefore challenges the impugned order dated 23.09.2025 as being without lawful authority, contrary to the binding judgments of this Court and the Supreme Court, and violative of his constitutional and accrued rights. He seeks setting aside of the impugned order and directions for release of his complete back benefits, arrears and retirement dues in accordance with the order dated 19.06.2017. The learned counsel for the Petitioner contends that under the Board decision dated 18.06.2025, employees whose back benefits had not been paid were permitted to retain official accommodation. He prayed to allow this petition.

4. Learned counsel for the Respondents, while controverting the submissions of the Petitioner, contends that the petition is misconceived and not maintainable, as the impugned order dated 23.09.2025 was passed by the Full Bench of NIRC in exercise of its lawful appellate jurisdiction under Section 58 of the Industrial Relations Act, 2012, and merely suspended the interlocutory orders passed during execution proceedings without disturbing the final judgment dated 19.06.2017. It is submitted that the Petitioner cannot seek enforcement of disputed monetary claims, including alleged re-fixation of pay, career progression, seniority benefits and tax adjustments, through proceedings under Section 33(6) of the Industrial Relations Act, 2012, particularly when such claims require determination and computation and an appropriate remedy for recovery of money is available under Section 52 of the Act. The Respondents' counsel further contend that reinstatement pursuant to the final judgment does not, by itself, confer an indefeasible right upon the Petitioner to retain official accommodation after his superannuation, and the Board decision dated 18.06.2025 cannot override the applicable rules or confer a vested right in favour of the Petitioner. It is therefore argued that the Full Bench acted within jurisdiction, that no constitutional or accrued right of the Petitioner has been violated, and that the petition, being directed against an interlocutory order passed in lawful proceedings, is liable to be dismissed.

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

6. In the circumstances of the case, the controversy essentially relates to the enforcement of a final order of the NIRC, rather than adjudication of a fresh industrial dispute. The order dated 19.06.2017 passed by the learned Single Member, whereby the Petitioner's termination was set aside, and his reinstatement with full back benefits was ordered, had attained finality after the order of the Full Bench dated 07.08.2018 was set aside by this Court on 14.11.2024 and the respondent's challenge before the Hon'ble Supreme Court was dismissed on 03.09.2025. Consequently, the directions contained in the order dated 19.06.2017 could neither be diluted nor rendered ineffective at the stage of their implementation. An excerpt of the order dated 19.06.2017 is reproduced as under:-

> *"9. For what has been discussed above I am of the considered view that this petition merits acceptance and the same is accepted. The impugned order dated 29.07.2002 is declared illegal, void and issued by incompetent authority, having no legal force. The Respondents are directed to reinstate the Applicant in service with all back benefits within period of 30 days on receipt of copy of this Order. No order to cost. File consigned to record room after completion of all codal formalities."*

7. The jurisdiction of the Full Bench in an appeal under the Industrial Relations Act, 2012 cannot be construed so broadly as to confer upon it an unrestricted power to reopen, modify or suspend a final judgment which has already survived judicial scrutiny before this Court and the Hon'ble Supreme Court. An interlocutory order passed by the learned Single Member in proceedings intended merely to secure compliance with such final judgment cannot be treated as a fresh adjudication of the original grievance. The appellate jurisdiction must remain confined to the lawful scope of the proceedings before it. It cannot be exercised in a manner that defeats or circumvents a judgment which has already become final.

8. The proceedings under Section 33(6) of the Act, 2012 are, in substance, intended to ensure implementation of an award or order and to secure the benefit already adjudicated in favour of the workman. Therefore, once the Petitioner's entitlement to reinstatement and full back benefits stood finally determined, the employer could not, by withholding calculation or payment of those benefits, convert the execution proceedings into a fresh dispute regarding the Petitioner's entitlement. At the enforcement stage, the respondent was required to give meaningful and complete effect to the final order, including all consequential monetary benefits flowing from the Petitioner's restoration in service. Any dispute regarding the precise computation of such benefits may be determined by the competent forum, but it cannot lawfully be used to defeat the underlying vested entitlement.

9. The Petitioner's pensionary and retirement benefits cannot ordinarily be withheld merely because a dispute exists regarding other monetary liabilities or official accommodation, unless there is a specific statutory or lawful basis authorizing such withholding. Pensionary benefits, once accrued under the applicable service law, constitute a valuable legal entitlement and cannot be withheld arbitrarily. The employer is under a corresponding obligation to process and release such benefits within a reasonable period. Administrative disputes concerning calculation of back benefits or recovery of accommodation charges should not, without lawful authority, result in indefinite deprivation of retirement benefits.

10. As regards the official accommodation, the position requires a distinction between the Petitioner's right to receive his lawful dues and his right to retain government/employer-provided accommodation. Superannuation ordinarily brings the employee's service tenure to an end and, in the absence of a specific rule, order or policy permitting retention, the employee cannot claim an indefinite right to occupy official accommodation merely because his retirement dues are outstanding. However, where the employer itself has adopted a policy or Board decision permitting retired employees, whose lawful dues remain unpaid, to retain accommodation for a specified period, such policy must be applied fairly and consistently, subject to all just exceptions as provided under the law dealing with the issues of official accommodation and ratio of the recent judgment of the Supreme Court on the subject issue.

11. Equity and administrative fairness require that the employer's obligation to settle the Petitioner's lawful dues and the Petitioner's obligation to vacate the accommodation in time just after retirement and the reflection period to vacate the premises as provided under the law.

12. In view of the foregoing, leaving the arithmetical computation of the Petitioner’s back benefits and pensionary dues to the Nazir, the parties shall submit their claims and counterclaims for determination of the legitimate amount payable in light of the NIRC’s final orders. Upon final settlement, the amount shall be deposited with the Nazir and released to the Petitioner after lawful adjustment. The Full Bench’s interference shall not amount to a substantive review of the final judgment.

13. Thus, the impugned order dated 23.09.2025, to the extent it suspends or undermines the final order dated 19.06.2017, is unsustainable. However, the exact quantum of back benefits and pensionary dues shall be determined by the Nazir of this Court after reconciliation of the parties’ calculations. The respondents shall

deposit the determined amount with Nazir for release to the Petitioner, who shall have two months to vacate the official accommodation.

14. The petition stands disposed of accordingly.

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