

IN THE HIGH COURT OF SINDH, KARACHI

C. P. NO. D-6482 / 2021

Platinum Pharmaceuticals (Pvt.) Ltd.

Vs.

Full Bench of National Industrial Relations Commission & Others

Present:

Mr. Justice Adnan-ul-Karim Memon

Mr. Justice Muhammad Jaffer Raza

Date of hearing and order: 17.08.2026.

Mr. Faisal Mehmood Ghani, Advocate for Petitioner.

Nemo for the private respondents.

Ms. Wajiha Mehdi, Deputy Attorney General.

ORDER

Adnan-ul-Karim Memon, J. The Petitioner has filed this Petition under Article 199 of the Constitution of the Islamic Republic of Pakistan seeking the following reliefs: -

- “a) Accept the Petition, and set aside the Impugned Decision dated 18-09-2020 and 13-09-2021 and dismiss the Complaints, or
- b) Accept the Petition, and set aside the Impugned Orders dated 18-09-2020 and 13-09-2021 and remand the case to the Learned Single Bench/Respondent No. 2 to follow the procedure of a Complaint under CrPC, record evidence and thereafter decide the case after hearing arguments on merits;

2. The petitioner, Platinum Pharmaceuticals (Pvt.) Ltd., has filed this Constitutional Petition under Article 199 of the Constitution challenging the common orders dated 18.09.2020 passed by the Single Bench of the National Industrial Relations Commission (NIRC) and 13.09.2021 passed by its Full Bench. Through the impugned orders, the NIRC accepted complaints filed by the private respondents/workers under the Industrial Relations Act, 2012, set aside their termination, ordered reinstatement with full back benefits and imposed a fine upon the petitioner.

3. The petitioner’s case is that the workers had been terminated through individual termination letters dated 07.03.2018 for specific reasons, including automation, abolition/reorganization of posts, compliance with DRAP requirements, outsourcing of certain work and unauthorized absence. According to the petitioner, instead of challenging their terminations through individual grievance petitions under Section 33 of the Industrial Relations Act, 2012, the workers filed complaints alleging unfair labour practice. The petitioner raised

various preliminary objections, including maintainability, absence of termination letters in several complaints, lack of connection of certain workers with the alleged union activity, and the fact that some workers had already withdrawn their cases. It is further contended that the complaints were decided at the preliminary/maintainability stage without recording the complainants' statements, framing issues or charges, recording evidence, examining witnesses or hearing arguments on merits. The petitioner maintains that disputed questions regarding the genuineness of the terminations, automation, reorganization, union activities, unauthorized absence and entitlement to back benefits could not lawfully be decided without evidence. It is also alleged that the Single Bench proceeded contrary to an administrative order transferring the relevant cases to another Bench and thereafter decided the complaints on the merits. The petitioner further asserts that the findings regarding unfair labour practice, abolition of posts, recruitment of new employees, violation of Section 17 of the Industrial Relations Act and alleged victimization of union members were based on assumptions and hearsay rather than evidence. It relies on various judgments to contend that termination on account of bona fide reorganization, automation, or outsourcing is permissible where supported by lawful reasons, and that reinstatement and back benefits cannot automatically follow without proper adjudication and proof of unemployment.

4. The private respondents, in their defence, maintain that they were permanent workers and active trade unionists who formed and registered the "Platinum Pharma Workers Union Pakistan" on 26.02.2018. They allege that the management opposed their union, created or supported "pocket unions" and threatened the workers to resign from the union. According to them, their services were terminated on 07.03.2018, immediately after registration of the union and while proceedings relating to the union were pending, showing that the stated grounds of automation, reorganization, DRAP requirements, outsourcing and absence were merely pretexts to victimize union members. The private respondents also submitted that the management's explanation of automation and DRAP compliance is not credible because the relevant machinery had allegedly been acquired earlier and the DRAP directions were issued in 2015. They contend that the management instead recruited new persons against the posts allegedly abolished, thereby demonstrating mala fide and establishing that the terminations were intended to suppress union activity. They further rely upon Section 31 of the Industrial Relations Act, 2012, which prohibits dismissal, discharge or removal of a worker on account of trade union membership or participation in union activities. The respondents maintain that the NIRC was competent to entertain and decide the unfair labour practice complaints and that the technical objections raised by the petitioner were being used to defeat the workers' substantive rights. They therefore

seek dismissal of the Constitutional Petition and affirmation of the NIRC orders directing reinstatement with back benefits.

5. On the basis of the material placed before this Court, the petition has substantially been rendered infructuous by subsequent compromise and settlement between the petitioner and the concerned private respondents. Prima facie, the settlement appears to have been voluntarily executed by the parties in the proceedings, and the settled respondents have agreed to accept their end-of-service benefits and ex gratia amounts in full and final settlement of their claims, while releasing the petitioner from further claims arising out of their employment and the pending litigation.

6. Since the compromise has been placed on record and acted upon by the parties, this Court is of the view that where no settled respondent has raised any objection and the compromise does not appear to be unlawful, fraudulent or contrary to public policy.

7. As regards Respondent Nos.3 and 4, who were repeatedly served and granted a final opportunity to appear and contest the matter but remain absent, therefore, this Court is left with no option but to dispose of the petition to the extent of the settlement, while ensuring that their substantive rights are not prejudiced merely because the other respondents have compromised. Their absence, despite due service, does not by itself amount to consent to the compromise. Therefore, any benefit or obligation arising from the settlement should operate against them only with their consent, if not earlier received.

8. Accordingly, the petition is disposed of in terms of the compromise deeds, with the names of the respondents, who settled their dues, deleted from the array of parties, through order of this Court. In respect of non-signing the deed by the Respondents, if any, their right to contest is preserved by directing that, if they intend to avail the settlement, they shall do so through an appropriate application and in accordance with its terms; whereas, if they insist upon adjudication of their individual claims, they may seek revival/restoration of the proceedings to the extent legally permissible, subject to filing an appropriate application and satisfying this Court regarding their entitlement. The impugned orders are modified in the aforesaid terms.

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