

**ORDER SHEET**  
**IN THE ISLAMABAD HIGH COURT, ISLAMABAD.**  
**JUDICIAL DEPARTMENT.**

ICA No.07-2020

Muhammad Umar Nadeem Qureshi

Vs.

Federation of Pakistan etc.

| S. No. of<br>order/<br>proceedings | Date of<br>order/<br>Proceedings | Order with signature of Judge and that of<br>parties or counsel where necessary. |
|------------------------------------|----------------------------------|--|
|------------------------------------|----------------------------------|--|

|            |   |
|------------|---|
| 20.01.2020 | Mr. Majid Rashid Khan, Advocate for<br>appellant. |
|------------|---|

**AAMER FAROOQ J.** This appeal is directed against order dated 26.12.2019, whereby W.P. No.810-2019 filed by the appellant, was dismissed by the learned Single Judge-in-Chambers.

2. The facts, in brief, are that appellant was appointed as Project Director in Pakistan Real Estate Investment and Management Company Pvt. Ltd. The appointment was made on contract vide letter dated 18.08.2016. It was contractual with provision for early termination of the contract. The said contract was for a period of 11 months initially but was renewed. The appellant was relieved of services vide letter dated 11.02.2019, against which, he preferred a petition under Article 199 of the Constitution (W.P. No.810-2019), which has been dismissed by the learned Single Judge-in-Chambers vide the impugned order.

3. Learned counsel for the appellant, *inter alia*, contended that respondent No.5 is a wholly owned subsidiary of respondent No.2

which is a statutory body. It was contended that because of the fact that respondent No.5 is also a government owned entity, a petition under Article 199 of the Constitution, against it, is maintainable. It was further contended that appellant has been terminated from service without any opportunity of hearing and the said order is in violation of his fundamental rights as well as natural justice. In support of contentions, learned counsel placed reliance on cases reported as Human Rights Case No.3654 of 2018 reported as (2019 SCMR 1), 'Pakistan Defence Officers Housing Authority Vs. Mrs. Itrat Sajjad Khan and others' (2017 SCMR 2010), 'Pakistan Agricultural Storage and Services Corporation Vs. Muhammad Akram and 31-others' (2018 PLC (CS) 427) and 'Farhan Mehmood Vs. Secretary, Government of the Punjab Health Department and 3-others' (2018 PLC (CS) Note 70).

4. Arguments advanced by learned counsel for the appellant have been heard and the documents, placed on record, examined with his able assistance.

5. The writ petition filed by the appellant was dismissed as non-maintainable on account of the fact that relationship between the appellant and his employer i.e. respondent No.5 (Pakistan Real Estate Investment and Management Company Pvt. Ltd.) is that of master and servant.

6. In the memorandum of parties in the instant appeal as well as in writ petition, the employer has been shown as Chief Executive

Officer of Pakistan Real Estate Investment and Management Company Pvt. Ltd., whereas employer is Pakistan Real Estate Investment and Management Company Pvt. Ltd. The practice of suing a company, on the basis of designation of its Chief Executive Officer, is misconceived and is not appropriate. The appellant was an employee of Pakistan Real Estate Investment and Management Company Pvt. Ltd., which entity, should have been sued rather the Chief Executive Officer.

7. Notwithstanding the above fact, the relationship between the appellant and Pakistan Real Estate Investment and Management Company Pvt. Ltd. was that of master and servant.

8. The appointment of appellant was on contract and not governed through any statutory rules of service. It is only where the rules of service are statutory, a petition under Article 199 of the Constitution, is maintainable. However, even where the rules of service are non-statutory, a petition under Article 199 of the Constitution, is maintainable, where there is any violation of law or principle of natural justice. Reliance is placed on case reported as “Pakistan Defence Officers’ Housing Authority and others Vs. Lt. Col. Syed Jawaid Ahmed” (2013 SCMR 1707).

9. The stance of the appellant that he should have been provided an opportunity of hearing prior to his removal from service is misconceived inasmuch as the contract

specifically stipulated that services of appellant can be terminated with one month's notice or salary in lieu of notice. The appellant, at best, can sue respondent No.5 for breach of contract.

10. Moreover, a writ petition under Article 199 of the Constitution, is not maintainable against respondent No.5, which is a private limited company, even if it is a wholly owned subsidiary of Employees Old Age Benefits Institution.

11. The order impugned in the instant appeal is well reasoned and duly covers the controversy hence does not call for interference.

13. For the above reasons, instant appeal is without merit and is dismissed in limine.

**(FIAZ AHMAD ANJUM JANDRAN)**  
**JUDGE**

**(AAMER FAROOQ)**  
**JUDGE**

Zawar