

**FORM No.HCJD/C-121  
ORDER SHEET**

**IN THE LAHORE HIGH COURT MULTAN BENCH  
MULTAN  
JUDICIAL DEPARTMENT**

**Case No.** W.P. No.15956 of 2014

Ghulam Nazik etc.

**Versus**

ZTBL etc.

S.No. of order/ proceeding	Date of order/ proceeding	Order with signature of Judge, and that of parties of counsel, where necessary
	25.02.2016	Mr. Muhammad Ali Siddiqui, Advocate for the petitioners. Ch. Saleem Akhtar Warraich, Advocate for the respondents.

Through this writ petition, the petitioners have called into question the legality and validity of impugned orders dated 02.01.2003, 26.03.2003, 25.04.2003 and 28.07.2003 passed by the respondents-bank and also sought direction that proceedings taken thereunder may also be quashed and the petitioners be reinstated in service with full back benefits with effect from the date of passing of impugned orders.

2. Briefly stated the facts of the case are that the respondent-bank floated a Voluntary Golden Handshake Scheme wherein the last date for exercising option was given as 05.09.2002, which was subsequently extended to 12.09.2002. Petitioners opted for the said scheme as the Authority was putting pressure on them and they were also subjected to frequent discriminatory behavior of the respondent-bank. However, after passing by considerable time when the respondent bank did not respond to the options

exercised by the petitioners and no intimation to this effect was given, the petitioners opted to withdraw the same by filing applications. Despite the in-time withdrawal of the said applications, respondent-bank accepted the options and directed the petitioners to be relieved without payment of any dues. The petitioners assailed the said impugned orders before Federal Service Tribunal who vide a consolidated judgment dated 15.08.2005 partially accepted the appeal by holding that the petitioners are entitled to be reinstated and would not be relieved till all their dues under the said scheme. Feeling aggrieved by the said consolidated judgment of the Federal Service Tribunal, the petitioners assailed the same before Hon'ble Supreme Court of Pakistan by filing C.Ps. No.2558/2005, 2489/2005, 2491/2005, 2492/2005 and 2493/2005. The said petitions were held to be abated and the decision of Federal Service Tribunal was held to be ineffective vide order dated 09.08.2006. Later on by filing C.M. in the C.Ps. the Hon'ble Supreme Court of Pakistan directed the petitioners to avail remedy against the impugned orders issued by the respondent bank by way of filing writ petitions before the Hon'ble High Court. Hence, this writ petition.

3. It is contended by learned counsel for the petitioners that they opted to avail Voluntary Golden Handshake Scheme by filing option Form No. PD/30/2002 dated 19.08.2002, however, before acceptance by the respondents, same was withdrawn vide letters dated 18.11.2002,

12.12.2002, 07.01.2003 and 08.01.2003, however, the respondents have illegally and unlawfully accepted the options under the said scheme vide impugned letters. He further submits that they be reinstated with full back benefits. Learned counsel for the petitioners further submits that options were given under pressure.

4. On the other hand, learned counsel for the respondents contended that scheme *ibid* was voluntary and without putting any pressure on its employees. He further states that under Sub Para (vii) of Para-4 of the scheme options once exercised within prescribed period cannot be withdrawn, later on.

5. Heard. Record perused.

6. From careful perusal of voluntary Golden Handshake Scheme dated 19.08.2002, it appears that the same is purely voluntary and eligible employees are at liberty to make their decisions, which is also discernable from Sub Para (vii) of Para-4 of the scheme *ibid*, which is reproduced herein below:-

*“The option once exercised within prescribed period shall be irrevocable and cannot be withdrawn.”*

It is an admitted fact that the petitioners opted the scheme vide option Form No.PD/30/2002 dated 19.08.2002 which was accepted by the respondent-authorities on 28.07.2003. The bare perusal of Sub Para (vii) of Para-4 of the scheme *ibid* shows that the option

once exercised within the prescribed period shall be irrevocable and cannot be withdrawn. As the petitioners have submitted the options within the prescribed period voluntarily, therefore, under the said Sub Para (vii) of Para-4 of the Scheme *ibid* it will be irrevocable and the petitioners are debarred to withdraw the same, even if they withdrew their option before its acceptance.

7. The petitioners availed remedy before the learned Federal Service Tribunal alongwith others by assailing the impugned orders which was dismissed vide judgment dated 15.08.2005. The respondent-authorities assailed the judgment dated 15.08.2005 handed down by the learned Federal Service Tribunal, Islamabad by filing civil petitions No.2810 to 2827 of 2005, which were dismissed and the Hon'ble Supreme Court of Pakistan held as under:-

*“We have heard the learned counsel and have perused the record of the case. There is no cavil to the proposition that the option once exercised of Golden Handshake Scheme within the prescribed period would be irrevocable and could not be withdrawn. The learned Federal Service Tribunal has held so and dismissed the appeals of the respondents through para-18 of the impugned judgment.*

The Hon'ble Supreme Court of Pakistan further held as under:-

*“As far as directions in para 19 of the impugned judgment are concerned, these are based on equity and fair play, without infringing any rule or statute.*

*These directions have been passed in the interest of justice and do not cause prejudice either to the petitioner or to the respondent. The case law cited by the learned counsel is distinguishable. It is paramount duty of this Court to do complete justice. As*

*already noted above, in our opinion the directions given in para 19 of the impugned judgment were given to ensure fair play between the parties and need no interference.”*

Reference may further be made to a case titled “National Bank of Pakistan through Chairman v. Nasim Arif Abbasi and others” (2011 SCMR 446), the relevant portion of which is reproduced herein below:-

*“13. In the above background, writ petitions were filed in the High Court of Sindh and the Lahore High Court, which were allowed by the impugned judgments. But the fact of the matter is that the respondents, having exercised the option to retire under the GHS, were deemed to be retired from service on and from the cut-off date. On that score, they could not be treated at par with those employees who had not exercised such an option and were still continuing in service. A reasonable classification in terms of the law laid down by this Court in I.A. Sharwani v. Government of Pakistan (1991 SCMR 1041) did exist between the two categories of employees, i.e. those who had exercised the option and those who had not exercised the option. As such, the learned counsel for the respondents failed to point out discrimination prohibited under Article 25 of the Constitution. The learned counsel for the appellant-Bank has rightly contended that at the time of receiving the pensionary benefits worked out under the GHS, none of the respondents had raised the issue of admissibility of the ad hoc relief granted subsequently. Rather, all of them had received the said dues without any objection on that score. Thus, they could not have competently resorted to legal proceedings, either before the Service Tribunal or before the High Court, that too after efflux of a long time in many of the cases, for the purpose of getting such ad hoc relief or other emoluments, such as annual increments etc., taken into consideration and getting the retirement benefits recalculated. In this view of the matter, no valid grievance could be made on account of the fact that they were actually relieved from service on a subsequent date. The fact remains that they were paid*

*emoluments in full for the period they worked after they had opted for retirement under the GHS and had received the retirement benefits accordingly. Thus, on merits no case is made out in favour of the respondents.”*

Further reference may be made to case titled *“State Bank of Pakistan v. Khyber Zaman and others”* (2005 AC 479). The relevant portion of judgment is reproduced herein below:-

*“A careful perusal of the GHSS as reproduced herein above would reveal that it was totally “voluntary” in nature and it was optional for the employees of the State Bank of Pakistan to accept it or otherwise. It was, however, made clear in the GHSS that option once exercised would be irrevocable. There was no element of inducement or compulsion and by no stretch of imagination it can be said that they were trapped to opt GHSS which was to be opted or otherwise by an employee “freely” and “voluntary”.*

8. The contention of the petitioners that the options were exercised by them under coercion and pressure has been vehemently denied by the respondent-authorities which brings the case of the petitioners within the area of disputed question of fact which does not fall within the domain of this Court while exercising the constitutional jurisdiction under Article 199 of Constitution of the Islamic Republic of Pakistan, 1973, as the same requires evidence..

9. This petition is also liable to be failed on the principle enshrined in Article 114 of Qanun-e-Shahadat Order, 1984, which is reproduced herein below:-

*114. **Estoppel:** When one person has by his declaration, act or omission, intentionally caused or permitted another person to believe a thing to be true and to act upon such belief, neither he nor*

*his representative shall be allowed, in any suit or proceeding between himself and such person or his representative, to deny the truth of that thing.*

**Illustration**

*A intentionally and falsely leads B to believe that certain land belongs to A, and thereby induces B to buy and pay for it.*

*The land afterwards becomes the property of A, and A seeks to set aside the sale on the ground that, at the time of the sale, he had no title. He must not be allowed to prove his want of title.*

10. Sequel to the above, this writ petition is **dismissed**, however, the respondent-authorities are directed to proceed with the case of the petitioners under Para-19 of the judgment of the learned Federal Service Tribunal which was upheld by the Hon'ble Supreme Court of Pakistan. No order as to cost.

**(SHAHID MUBEEN)**  
**JUDGE**

“Maqsood/Waseem”

**APPROVED FOR REPORTING**

**JUDGE**