JUDGMENT SHEET

IN THE ISLAMABAD HIGH COURT, ISLAMABAD

INTRA COURT APPEAL NO. 85 OF 2022

PAKISTAN TELECOMMUNICATION COMPANY LIMITED
VERSUS
MUHAMMAD SAEED, ETC.

Appellant by : Mr. Akhlaq Ahmed Bhatti, Advocate.
Respondents by : Mr. Muhammad Asif Gujjar, Tahir Saleem and Maria Arshad, Advocates for Respondent No.1.
Date of hearing : 15.09.2026

Muhammad Azam Khan, J. This Appeal is directed against the Judgment dated 22.02.2022 **["Impugned Judgment"]** whereby the Writ Petition filed by the Respondent No.1 was allowed, and the termination order passed by the Appellant was set-aside.

2. Learned counsel for the Appellant, PTCL, contended that the learned Single Bench fell in error in entertaining and allowing the Constitutional Petition, notwithstanding the fact that the Respondent No.1, having joined the Appellant-company as a Lineman on 01.06.1990, did not fall within the statutory definition of a civil servant and, being a workman, was governed by the applicable labour laws and possessed an adequate and efficacious alternate remedy before the competent labour forum; therefore, the constitutional jurisdiction of this Court under Article 199 of the Constitution was not attracted. Learned counsel placed particular reliance upon the judgment rendered by a learned Division Bench of this Court in ICA No.82 of 2020, titled "*Pakistan Employees Telecommunication Trust (PTET) v. Muhammad Jaffar Khan and others"*, decided on 02.11.2021, wherein, after examining the relevant provisions of the Pakistan Telecommunication Act, 1991, the Pakistan Telecommunication (Reorganization) Act, 1996, the Civil Servants Act, 1973, the Workmen's Compensation Act, 1923, the Factories Act, 1934 and the applicable precedents of the Hon'ble Supreme Court, including 2012 SCMR 152

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and 2016 SCMR 1362, it was held that not all employees of the erstwhile T&T Department could be treated as civil servants and that employees falling within the statutory definition of a worker or workman, who did not enjoy the protection available under sections 3 to 22 of the Civil Servants Act, 1973 and whose terms and conditions of service were non-statutory, could not invoke the constitutional jurisdiction of the High Court. According to learned counsel, the said binding dictum, having been specifically cited before the learned Single Bench, was neither properly appreciated nor applied. It was further argued that, even on merits, the Respondent's unauthorized absence from duty was admitted by him and was supported by the record; despite repeated notices dated 17.07.2010, 05.09.2010 and 20.10.2010 and a show-cause notice dated 05.11.2010, he neither furnished any satisfactory explanation nor resumed his duties, and thus the Appellant had afforded him adequate opportunity to explain his position and had complied with the requirements of due process and audi alteram partem. Learned counsel submitted that where the fact of absence is admitted and no disputed question of fact remains requiring determination, a regular departmental inquiry is not indispensable, placing reliance upon "*Federation of Pakistan through Secretary, Ministry of Law and Justice Division, Islamabad v. Mammon Ahmed Malik"* (2020 SCMR 1154) and "*National Bank of Pakistan v. Zahoor Ahmed Mengal"* (2021 SCMR 144). He further contended that the learned Single Bench, while setting aside the order of removal, had not assigned any legally sustainable reason for interfering with the disciplinary action and had been unduly influenced by the Respondent's length of service, notwithstanding his admitted unauthorized absence. Learned counsel also argued that the Constitutional Petition was liable to be dismissed on the ground of laches, as the Respondent was removed from service on 25.02.2011 but approached this Court only on 16.06.2012, after an unexplained delay of approximately sixteen months. It was, therefore, urged that the impugned judgment suffered from misreading and non-reading of the record, was inconsistent with the applicable statutory framework and binding judicial precedents, and was consequently liable to be set-aside.

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3. Conversely, learned counsel for Respondent No.1 opposed the appeal and supported the impugned judgment, contending that the learned Single Bench had rightly exercised constitutional jurisdiction after examining the nature of the Respondent's employment, the statutory framework governing the Appellant-company and the manner in which his services were brought to an end. Learned counsel submitted that the Appellant could not seek to oust the constitutional jurisdiction of this Court merely by describing the respondent as a workman, particularly when his terms and conditions of service were governed by the statutory framework applicable to the Appellant and the impugned action of removal was taken in violation of the mandatory requirements of law and the principles of natural justice. It was argued that the judgment in ICA No.82 of 2020 was distinguishable on its facts and could not be read as laying down an absolute proposition that every employee of the erstwhile T&T Department or every employee subsequently serving the Appellant-company was necessarily excluded from the constitutional jurisdiction of the High Court; rather, the question was required to be determined with reference to the legal status, terms and conditions of service and the statutory protections applicable to the particular employee. Learned counsel further submitted that the Respondent had rendered approximately twenty years of service and that his alleged absence could not, by itself, justify the extreme penalty of removal from service without adherence to the prescribed disciplinary procedure. Learned counsel maintained that the Appellant had failed to establish that the Respondent's absence constituted such admitted and unequivocal misconduct as would justify dispensing with the prescribed inquiry and imposing the major penalty of removal, and that the learned Single Bench had therefore rightly examined the legality of the disciplinary action rather than mechanically declining jurisdiction. It was further submitted that the plea of alternate remedy was neither absolute nor a bar where the impugned action was alleged to have been taken in breach of the law, without lawful authority and in violation of fundamental procedural safeguards, and that the existence of a labour remedy did not preclude constitutional intervention in appropriate circumstances. As regards laches, learned counsel contended that the delay could not be examined mechanically

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by counting the period between the date of removal and the filing of the Constitutional Petition, particularly where the Respondent had been pursuing his grievance, and the circumstances surrounding the delay were matters of record; in any event, where an order affecting a person's service rights is alleged to be unlawful, mere passage of time could not validate an otherwise illegal action. Learned counsel therefore argued that the learned Single Bench had exercised its jurisdiction upon proper appreciation of the record and had assigned sufficient reasons for interference with the order of removal, whereas the grounds raised by the Appellant essentially sought reappraisal of factual and legal matters already considered by the learned Single Bench; hence, the appeal was devoid of merit and liable to be dismissed.

4. Arguments advanced by learned counsel for the parties have been heard, and the record examined with their able assistance.

5. At the outset, it would be appropriate to examine the contention of learned counsel for the Respondent founded upon the judgment titled "*Masood Ahmed Bhatti and others v. Federation of Pakistan and others"* (2012 SCMR 152). In that case, while examining the legal status of the employees transferred from the erstwhile T&T Department to the Corporation and thereafter to PTCL, the provisions of the Pakistan Telecommunication Corporation Act, 1991 and the Pakistan Telecommunication (Re-organization) Act, 1996 were considered in detail. It was held that section 9 of the 1991 Act expressly transferred the departmental employees to the Corporation on the same terms and conditions to which they were entitled immediately before such transfer. For reference, the relevant portion of the Judgment *supra* is reproduced as under: -

> ***"7. The learned Division Bench of the Sindh High Court which passed the impugned judgment has not considered the relevant provisions in the PTC Act and the Reorganization Act relating to the service of employees. This exercise, in our view, was necessary for deciding the question as to whether the rules of employment applicable to the three appellants had statutory status and also to see if Tanweer-ur-Rehman's case was distinguishable. It is, as noted above, not in dispute that prior to the establishment of the***

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Pakistan Telecommunication Corporation (the 'Corporation') under the PTC Act in 1991, the appellants were civil servants. It is also not a matter in contention that at that time (prior to 1991) the appellants were governed by the various rules and regulations governing the services of civil servants. The Civil Servants (Efficiency and Discipline) Rules, 1973 and the Civil Servants (Appointment, Promotion and Transfer) Rules, 1973 provide instances of rules which, among others were applicable to the relationship between the appellants and their employer namely, the Federal Government. Such rules undeniably, were statutory, having been framed under rule-making powers granted to the Federal Government, inter alia, under the Civil Servants Act 1973.

8. In 1991, the PTC Act was legislated by Parliament. It was by virtue of section 3 of the PTC Act that the Corporation was established The PTC Act also contained provisions in respect of the employees of the T&T Department such as the present appellants. These employees were referred to as 'Departmental Employees' as defined in section 2(e) of the PTC Act. Section 9 of the PTC Act expressly stipulated that "notwithstanding anything contained in any law, contract or agreement, or in the conditions of service, all departmental employees shall, on the establishment of the Corporation, stand transferred to, and become employees of the Corporation, on the same terms and conditions to which they were entitled immediately before such transfer". The Corporation, however, was authorized to take disciplinary action against such employees.

9. It is clear from this legal provision, that the rules relating to the terms and conditions of employment of the appellants were given statutory status. This status was on a higher plane than the status of regulations framed by way of subordinate legislation under section 20 of the PTC Act. Consequently, whatever rules were in place governing the employment of the appellants in the T&T Department, were adopted by reference in the statute itself and were made applicable to and binding en the Corporation. There can be little doubt that by virtue of section R ibid such rules acquired statutory status having been sanctified by the PTC Act itself. We can, therefore, conclude without difficulty that the rules of employment which were applicable to the appellants during their service with the Corporation were statutory rules."

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6. The aforesaid position was subsequently considered and reaffirmed in "*PTCL v. Imraz Aziz and others"* (C.A. No.1509 of 2021), wherein the legal effect of sections 9 of the 1991 Act and 35 and 36 of the 1996 Act was examined in the context of the status and service rights of the employees transferred from the erstwhile T&T Department. It was observed that the earlier interpretation treating such employees as continuing to be civil servants was no longer sustainable and that, upon their transfer, they became employees of the Corporation and thereafter PTCL. Nevertheless, their existing terms and conditions of service, as they stood at the time of transfer, continued to enjoy statutory protection. The relevant observations are reproduced as under:-

> ***"A fleeting glance at the provisions quoted above would reveal that the departmental employees on their transfer to the Corporation became employees of the Corporation under section 9 of the Act of 1991 and then of the Company under section 35 of the Act of 1996. Their terms and conditions of service were fully protected under section 9(2) of the Act of 1991 and 35(2) of the Act of 1996. None of the terms and conditions could be varied to their disadvantage as is provided by the sections reproduced above. Not only that the legislature also bound the Federal Government to guarantee the existing terms and conditions of service and rights including pensionary benefits of the transferred employees. Since they by virtue of the aforesaid provisions became employees of the Corporation in the first instance and then the Company, they did not remain Civil Servants any more. But the terms and conditions of their service provided by sections 3 to 22 of the Civil Servants Act and protected by section 9(2) of the Act of 1991 and sections 35(2), 36(a) and (b) of the Act of 1996 are essentially statutory. Violation of any of them would thus be amenable to the constitutional jurisdiction of the High Court. Though in the cases of Pakistan Telecommunication Corporation and another v. Riaz Ahmed and 6 others and Divisional Engineer Phones, Phones Division, Sukkur and another v. Muhammad Shahid and others (supra) it was held that the departmental employees on their transfer to the Corporation and then to the Company would continue to be the Civil Servants, but this interpretation does not appear to be correct as they on their transfer became employees of the Corporation under section 9 of the Act of 1991 and then of the Company under section 35 of***

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the Act of 1996. Retention of their status as civil servants is thus not supported by the words used in the aforesaid provisions."

7. Thereafter, the said judgment of Larger Bench was further endorsed by the Hon'ble Supreme Court in case titled "PTCL Vs. Imraz Aziz and others" (C.A.1509 of 2021) as under:-

"In the context of the aforesaid, this five-member bench concluded that the Muhammad Shahid case and the Riaz Ahmad case were incorrect in holding that former employees of the T&T Department retain their status as civil servants. This Court concluded that upon their transfer, these employees of the erstwhile T&T Department became employees of the PTC and then employees of the PTCL and further that the terms and conditions of their service could not be varied to their disadvantage as the federal government had guaranteed by way of the law that they would get the existing terms and conditions of their services as transferred employees. Accordingly, as they were employees of the PTC or the PTCL, they had lost their status of being civil servants yet their existing terms and conditions of service were protected. Furthermore, the employees of PTCL could approach the High Court under Article 199 of the Constitution, hence, the dispute of the employees of PTCL could be decided by the High Court as the principle of master and servant was not applicable to these employees since their terms and conditions of service were governed by the statute and statutory rules. 15. In this context, the Masood Bhatti Review judgment settled the dispute with reference to the status of the former employees of the T&T Department, being employees of the PTCL, and accordingly, they do not retain their status of being civil servants. This judgment being that of a larger bench is now the final authoritative pronouncement on this subject and has effectively overruled the Muhammad Arif judgment. So the basic question before the Court is what is the entitlement of these former employees of the T&T Department whose terms and conditions were given statutory protection with respect to pay and allowances, pension and pensionary benefits. In order to answer this question, while recognizing that the law was settled in the Masood Bhatti Review case with respect to the status of these employees transferred from the erstwhile T&T Department, it will be beneficial to examine the Act of 1991 and the Act of 1996.

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16. Under Section 9(1) of the Act of 1991 the employees of the T&T Department who stood transferred to the PTC became employees of the PTC on the same terms and conditions to which they were entitled immediately before their transfer. Section 9(2) of the Act of 1991 provides that these terms and conditions of service cannot be varied by the PTC to the disadvantage of a transferred employee. This meant that the transferred employees from the T&T Department became employees of the PTC and that the PTC was bound to offer them terms and conditions of service equal to their existing terms and conditions of service at the time of transfer. Section 9(2) of the Act of 1991 guaranteed that the transfer would not adversely affect the employees of the T&T Department to the extent of their terms and conditions of service. Meaning thereby that their existing terms and conditions of service were guaranteed at the time of transfer. A reading of Section 9 of the Act of 1991 makes clear that it was the existing terms and conditions of service which were protected and guaranteed to the employees of the erstwhile T&T department who were transferred to the PTC. These employees of the PTC were then transferred to the PTCL under Sections 35 and 36 of the Act of 1996. Section 35(2) of the Act of 1996 provides that the transferred employees shall become employees of the PTCL on the date of their transfer. With respect to terms and conditions of service once again a statutory guarantee was provided in the proviso to Section 36(1) of the Act of 1996 that the transferred employees would get their existing terms and conditions of service including pensionary benefits from the PTCL. The guarantee further ensured under Subsection 2 of Section 36 of the Act of 1996 that the terms and conditions could not be altered adversely except with the consent of the transferred employee or in accordance with the laws of Pakistan. Accordingly, the status of the former employees of the T&T Department who were transferred to the PTC and then the PTCL, was confirmed by the Act of 1996 such that they become employees of the PTCL, which meant that they were to be governed by the rules and regulations pertaining to their service, as made and enforced by the PTCL. A bare reading of the Act of 1991 and the Act of 1996 makes it clear that there is no continuous enjoyment of pensionary rights or any other term and condition as civil servants of the transferred employees, who on transfer to PTCL lost their status as civil servants and all benefits related thereto. The laws simply prohibit

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> ***variations to existing terms and conditions and does not provide any statutory guarantee for any of the terms and conditions of civil servants to continue while they are working with PTCL, a public company."***

8. The aforesaid pronouncements, when read conjointly, make the legal position sufficiently clear. The employees transferred from the erstwhile T&T Department ceased to be civil servants upon their statutory transfer to the Corporation and, subsequently, to PTCL. However, the change in their legal status did not render their service conditions purely contractual. Rather, the legislature expressly preserved and protected their existing terms and conditions of service through section 9 of the 1991 Act and sections 35 and 36 of the 1996 Act. The protection, however, was confined to the terms and conditions existing at the time of transfer and cannot be construed as a perpetual continuation of every right, benefit or status attached to a civil servant. Thus, two propositions emerge distinctly: first, the transferred employees are employees of PTCL and not civil servants; and second, the terms and conditions of their service, to the extent statutorily protected, retain a statutory character notwithstanding their changed employment status.

9. Even if the aforesaid aspect is kept aside for the moment, the Respondent cannot, on the basis of the statutory definition, be regarded as a civil servant. Section 2(b) of the Civil Servants Act, 1973 defines a "civil servant" and, while bringing within its ambit persons holding civil posts in connection with the affairs of the Federation, expressly excludes, inter alia, a person who is a "worker" or "workman" as defined in the Factories Act, 1934 or the Workmen's Compensation Act, 1923. The relevant exclusion contained in clause (iii) is therefore of particular significance in the present case. Section 2 of the Civil Servants Act defines "Civil Servant" as under:-

> ***"(b) "civil servant" means a person who is a member of an All-Pakistan Service or of a civil service of the Federation, or who holds a civil post in connection with the affairs of the Federation, including any such post connected with defence, but does not include-***

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> ***(i) a person who is on deputation to the Federation from any Province or other authority;***
>
> ***(ii) a person who is employed or contract, or on work-charged bosis, or who is paid from contingencies; or***
>
> ***(iii) a person who is "worker" or "workmen" as defined in the Factories Act, 1934 (XXV of 1934) or the Workmen's Compensation Act, 1923 (VIII of 1923);"***

10. The expression "workman", as defined in section 2(n) of the Workmen's Compensation Act, 1923, extends to persons employed, subject to the conditions prescribed therein, in any of the capacities specified in Schedule II to the said Act. Section 2(n) ibis is reproduced as under:-

> ***"(n) "workman" means any person (other than a person whose employment is of a casual nature and who is employed otherwise than for the purpose of the employer's trade or business) who is-***
>
> ***(i) a railway servant as defined in Section 3 of the Railways Act, 1890 (IX of 1890), no permanently employed in any administrative, district or sub- divisional office of a railway and not employed in any such capacity as is specified in Schedule Il, or***
>
> ***(ii) employed * *** on monthly wages not exceeding [three thousand] rupees, in any such capacity as is specified in Schedule II.***
>
> ***Whether the contract of employment was made before or after the passing of this Act and whether such contract is expressed or implied, oral or in writing; but does not include any person working in the capacity of a member of [**] naval, military or air forces [***]; and any reference to a workman who has been injured shall, where the workman is dead, include a reference to his dependents or any of them."***

11. Schedule II, in turn, specifically includes a person employed in setting up, repairing or maintaining any telegraph or telephone line, post, overhead electric line or cable, or the post or standard pertaining thereto. The legislative scheme thus expressly recognizes employment involving the installation, repair and

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maintenance of telecommunication lines as falling within the specified category of workmen. Clause (ix) of the Schedule II states that:-

> ***"(ix) employed in setting up, repairing, maintaining, or taking down any telegraph or telephone line or post of any over-head electric line or cable or post or standard for the same; or"***

12. The Respondent admittedly entered the service of the erstwhile T&T Department as a "Lineman". His designation, coupled with the nature of the duties ordinarily attached to such post and the specific inclusion contained in Schedule II of the Workmen's Compensation Act, assumes decisive significance in determining his legal status. The nature of the post, rather than its nomenclature alone, is therefore required to be examined in the light of the statutory definition. Where an employee falls within the category expressly excluded from the definition of "civil servant" under section 2(b)(iii) of the Civil Servants Act, 1973, he cannot claim civil-servant status merely on the basis that he initially entered service in the erstwhile T&T Department.

13. Another aspect of the matter, going to the merits of the impugned action, is equally significant. It is an admitted and undisputed position on the record that Respondent No.1 remained absent from duty with effect from 08.07.2010 and did not resume his duties until the termination of his services. In paragraph 4 of the Constitutional Petition, the Respondent himself stated that, upon aggravation of his ailment in July 2010, he became unable to attend his office. However, even accepting this explanation at its face value, the record discloses no contemporaneous intimation by the Respondent to the department regarding his alleged illness throughout the period of his absence. More importantly, during the personal hearing afforded to him before the competent authority on 30.03.2018, the Respondent admitted that the communications issued by the department concerning his unauthorized absence, as well as the show-cause notice dated 05.11.2010, had duly been received by him at his postal address. Despite having thus been placed on notice, he neither submitted any explanation nor communicated the alleged medical impediment preventing him from attending duty, nor sought leave or any other authorization from the department.

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From July 2010 until the termination of his services in February 2011, there is not even a single demonstrated instance in which the Respondent considered it necessary to inform his employer of the alleged illness or to seek regularization of his absence. Such prolonged silence, despite repeated communications from the employer and a specific show-cause notice, cannot be brushed aside as a mere procedural lapse. An employee who is unable to attend duty on account of illness is ordinarily expected, at the very least, to communicate the circumstances to the employer and seek appropriate leave or authorization; he cannot remain completely unresponsive for months and thereafter rely upon the same un-communicated circumstance as a justification for his continuous absence. The Respondent's own admissions, therefore, establish not merely the fact of his prolonged absence but also his failure to provide any contemporaneous explanation or justification despite repeated opportunities afforded to him. In these circumstances, the subsequent assertion of illness, unsupported by any contemporaneous communication to the department during the relevant period, could not by itself render the disciplinary action unlawful. The Hon'ble Supreme Court in 2021 SCMR 144 clearly states regarding willful absence and states that: -

> ***"5. It is quite evident from the record and also admitted by the learned counsel for the respondent that the respondent had remained absent from 31.10.2014 to 07.04.2016 except for one day i.e. 02.02.2016, when he stated to have reported for duty. It is also apparent from the record that respondent was issued notices by the appellants to join duty but he did not join duty, rather took a plea that on account of tribal feud he is unable to work in the Bank having threat to his life. A Though such ground was taken by him but as stated by the learned counsel for the appellants, the respondent did not provide any material or evidence showing that in fact there was any tribal feud or there was threat to his life and even no instance in this regard whatsoever was pointed out by the respondent. Not even an FIR of any incident showing threat to the life of the respondent was provided to the appellants.***
>
> ***6. From the record it is evident that the respondent has remained absent from duty and that he has filed some applications with the Bank asking for leave but such applications***

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> ***for leave were not allowed, rather through absence notices dated 08.07.2015, 27.07.2015 and 06.08.2015, the respondent was directed to join duty but he chose not to do so.***
>
> ***7. In the face of such absence from duty of the respondent, which being admitted, there was no need to hold a regular enquiry because this Court in the case of Federation of Pakistan through Secretary Ministry of Law and Justice Division, Islamabad v. Mamoon Ahmed Malik (2020 SCMR 1154), has already held that where the fact of absence from, duty being admitted on the record, there was no need for holding of ac regular enquiry for that there was no disputed fact involved to be enquired into."***

14. The ratio of the aforesaid judgment squarely applies to the facts of the present case. Here too, the factum of Respondent No.1's prolonged absence is not a matter requiring any further factual determination; rather, it stands admitted by the Respondent himself. What assumes greater significance is that the Respondent was not proceeded against merely on account of his absence without notice or opportunity. The record demonstrates that the department repeatedly called upon him to resume duty and explain his unauthorized absence, culminating in the issuance of a specific show-cause notice dated 05.11.2010, which, by his own admission, was received by him. Yet, despite being fully aware of the allegations and having been afforded an opportunity to place before the competent authority any explanation or justification for his continued absence, he chose not to respond, did not communicate his alleged illness, did not seek leave or regularization of his absence, and did not resume duty. In such circumstances, the essential fact constituting the misconduct, namely, prolonged unauthorized absence from duty, remained undisputed. The subsequent plea of illness, raised after the event and without any contemporaneous intimation to the employer, could not convert an otherwise admitted fact into a disputed question necessitating a formal inquiry. The requirement of an inquiry is intended to resolve disputed questions of fact and afford an opportunity to controvert an allegation; it cannot be invoked as an empty procedural formality where the material facts stand admitted and the employee, despite notice, has failed to furnish any explanation capable of

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creating a genuine factual controversy. The learned Single Bench, therefore, was required to examine the admitted factual position in the light of the settled principle enunciated in 2021 SCMR 144 and 2020 SCMR 1154, rather than treating the absence of a formal inquiry, in isolation, as sufficient to invalidate the impugned action.

15. It is a settled principle that length of service, however long or otherwise commendable, does not extinguish misconduct, confer immunity from disciplinary action, or create an indefeasible right to disregard the obligations attached to public or private employment. While the period of service may, in an appropriate case, constitute a relevant consideration in determining the quantum of penalty, it cannot be invoked to negate an otherwise established act of misconduct. An employee remains under a continuing obligation to discharge the duties of his office and, where circumstances render attendance impossible, to promptly communicate the impediment to the employer and obtain lawful leave or authorization. A subsequent assertion of illness or any other justification, raised after prolonged silence and unsupported by contemporaneous communication or material evidence, cannot by itself retrospectively legitimize an unauthorized absence. Likewise, where an employee has been duly apprised of the allegation, afforded a reasonable opportunity to explain his conduct, and nevertheless fails to avail such opportunity, the mere absence of a formal inquiry cannot, in every case, be elevated into a ground for nullifying disciplinary action. An inquiry is a means of resolving a genuine factual controversy; it is not an end in itself, nor is it intended to be reduced to an empty ritual where the material facts stand admitted or remain undisputed. To insist upon a formal inquiry notwithstanding the absence of any disputed question requiring determination would be to subordinate substantive justice to procedural technicality and to convert the rules of natural justice into a shield against accountability rather than a safeguard against arbitrary action.

16. For the foregoing reasons, we are of the considered view that the impugned judgment has proceeded on an erroneous appreciation of the legal and

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factual position. The admitted factual position, coupled with the principles enunciated in 2020 SCMR 1154 and 2021 SCMR 144, leaves no disputed factual question warranting a formal regular inquiry merely as an empty procedural formality. The impugned judgment, being contrary to the applicable statutory framework, the admitted facts on record, and the settled principles governing unauthorized absence and disciplinary proceedings, cannot be sustained. Consequently, the instant Intra-Court Appeal is **ACCEPTED**, the impugned judgment dated 22.02.2022 passed by the learned Single Bench is **SET-ASIDE**, and the Constitutional Petition filed by Respondent No.1 is **DISMISSED**. There shall, however, be no order as to costs.

17. The pending miscellaneous application(s), if any, shall stand disposed of accordingly.

(MUHAMMAD ASIF)
JUDGE

(MUHAMMAD AZAM KHAN)
JUDGE

To be announced in the open court on _____ day of September, 2026.

JUDGE

JUDGE

Mehboob

Approved for Reporting
Blue slip added.

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