JUDGMENT SHEET
IN THE ISLAMABAD HIGH COURT, ISLAMABAD
JUDICIAL DEPARTMENT

W.P. No.2468 of 2023
Pakistan International Airlines Corporation
Versus
Sumera Ghaffar and others

Dates of Hearing:	10.10.2023, 03.11.2023 and 10.11.2023.
Petitioner by:	Mr. Mohammad Umer Khan Vardag, Advocate.
Respondents by:	Dr. G.M. Chaudhary, Advocate along with respondent No.1.

MIANGUL HASSAN AURANGZEB, J:- Through the instant writ petition, the petitioner, Pakistan International Airlines Corporation (**"PIAC"**), assails the order dated 01.08.2023 passed by the learned Full Bench, National Industrial Relations Commission (**"NIRC"**), whereby the petitioner's appeal against the order dated 17.02.2023 passed by the learned Member, NIRC, was dismissed. Vide the said order dated 17.02.2023, the learned Member, NIRC allowed the grievance petition filed by respondent No.1 and a direction was issued for her reinstatement in service with all back benefits. She was also declared as a permanent employee of PIAC.

2. The facts essential for the disposal of the instant petition are that vide letter dated 20.01.2017 issued by respondent No.3, Fulcrum (Pvt.) Ltd. (**"Fulcrum"**), respondent No.1 was appointed as a Cook on contract basis. As per clause 2 of her appointment letter, her services were deputed to PIAC for the temporary work assigned to Fulcrum. Respondent No.1's employment was to continue until the agreement between Fulcrum and PIAC remained in force. Respondent No.1 had not been appointed for a specific period. Clause 8.3 of the appointment letter provided that her *"employment contract will be terminated on completion of contract assignment or on the expiry of Fulcrum agreement with the client organization."*

UNCERTIFIED COPY

3. Vide letter dated 02.11.2020 captioned as "Lay off from Service" from respondent No.2, M/s. Skyrooms (Pvt.) Ltd. (**"Skyrooms"**), respondent No.1 was informed that due to the Covid-19 pandemic PIAC had decided to reduce its work force and therefore her services were not required anymore by PIAC. Furthermore, she was informed that Skyrooms' management had decided to lay off her services with immediate effect.

4. On 06.11.2020, respondent No.1 issued a grievance notice to the Chief Executive Officer of PIAC seeking her reinstatement in service as a regular employee of PIAC. Having not received any reply to the said notice, respondent No.1, on 29.12.2020, filed a grievance petition before the NIRC assailing Skyrooms' letter dated 02.11.2020 and seeking her reinstatement in service as a regular employee of PIAC. The said grievance petition was contested by PIAC by filing a written reply.

5. Vide order dated 17.02.2023, the learned Member, NIRC allowed the said grievance petition and directed PIAC to reinstate respondent No.1 in service with all back benefits. She was also declared as a permanent employee of PIAC with effect from the date of her induction in service i.e., 20.01.2017. PIAC preferred an appeal before the learned Full Bench, NIRC against the said order. Vide order dated 01.08.2023, PIAC's appeal was dismissed. The said concurrent orders have been assailed by PIAC in the instant writ petition.

6. Learned counsel for PIAC, after narrating the facts leading to the filing of the instant petition, submitted that PIAC is neither a factory nor a commercial or industrial establishment as defined in Section 2(b) of the West-Pakistan Industrial and Commercial (Standing Orders) Ordinance, 1968 (**"the 1968 Ordinance"**); that the provisions of the 1968 Ordinance are therefore not applicable to PIAC; that Standing Order 1(g) defines a "contract worker" to mean a workman who works on contract basis for a specific period for remuneration to be calculated on piece rate basis; that since respondent No.1's appointment letter clearly

UNCERTIFIED COPY

shows that she was a contract employee, she could not have been declared as a permanent employee of PIAC by NIRC; that PIAC comes within the meaning of "public utility service" as defined in Section 2(xxv) of the Industrial Relations Act, 2012 (**"the 2012 Act"**); that as per Schedule-I to the 2012 Act, public utility services include "railways and airways;" that PIAC is governed by Public Sector Corporate Governance Rules; that as per Section 1(3)(c) of the 2012 Act, the provisions of the 2012 Act are not applicable to any person employed in PIAC and drawing wages in pay group not lower than Group-V; that employees of PIAC in Group-V and above cannot take their grievances pertaining to their service to NIRC; that the grievance petition dated 29.12.2020 filed by respondent No.1 against PIAC was barred under the principle of *res judicata* since she had earlier filed a grievance petition on 03.12.2019 against PIAC which was disposed of as having been rendered infructuous by the learned Member, NIRC vide order dated 26.02.2020; that the concurrent orders passed by the learned Member and the learned Full Bench NIRC are liable to be set-aside as PIAC had been deprived of its right to lead evidence; and that since respondent No.1 was never appointed as a permanent employee of PIAC, she could not have been declared as such by the learned Member and the learned Full Bench, NIRC. Learned counsel for PIAC prayed for the writ petition to be allowed in terms of the relief sought therein. In support of his submissions, learned counsel for PIAC placed reliance on the judgments reported as *1974 PLC 235*, *PLJ 2019 Tribunal Cases (Note) 156*, unreported order dated 16.01.2020 passed by the Hon'ble Supreme Court in Civil Petition No.1159/2018, and unreported order dated 05.07.2023 passed by the Hon'ble Supreme Court in CMA No.9877/2022 and connected matters.

7. On the other hand, learned counsel for respondent No.1 submitted that the impugned concurrent orders passed by the learned Member and the learned Full Bench, NIRC do not suffer

UNCERTIFIED COPY

from any jurisdictional errors so as to warrant interference in the Constitutional jurisdiction of this Court; that respondent No.1 had been working in the flight kitchen of PIAC; that PIAC had its flight kitchen registered under the provisions of the Factories Act, 1934 and this fact is apparent from the judgment of the Hon'ble Supreme Court in the case reported as *2011 SCMR 1102*; that on account of such registration, PIAC comes within the definition of an industrial establishment and is therefore amenable to the jurisdiction of NIRC; that as per the letter dated 02.11.2020 issued by Skyrooms, respondent No.1 was laid off; that the reason stated for laying off respondent No.1 was the Covid-19 pandemic; that PIAC did not adopt the procedure for laying off respondent No.1 as prescribed in Standing Orders 11 and 11A of the 1968 Ordinance; that the principle of laying off is that the last employee appointed has to go first; that presently the operations of PIAC's flight kitchen are in full swing; that there has been an earnest effort by PIAC to keep respondent No.1 out of service; that respondent No.1 has also been a victim of harassment and this fact can be demonstrated through orders dated 28.09.2023 and 30.03.2021 of the Office of the Federal Ombudsman for the Protection against Harassment of Women at the Workplace (**"the Ombudsman"**); and that through the said orders, the Ombudsman directed PIAC to reinstate respondent No.1 in service with all back benefits. Learned counsel for respondent No.1 prayed for the writ petition to be dismissed. In making his submissions, learned counsel for respondent No.1 placed reliance on the judgments reported as *2011 SCMR 1102* and *PLD 1987 SC 477*.

8. I have heard the contentions of the learned counsel for the contesting parties and have perused the record with their able assistance. The facts leading to the filing of the instant petition have been set out in sufficient detail in paragraphs 2 to 5 above and need not be recapitulated.

UNCERTIFIED COPY

9. The dispute between PIAC and respondent No.1 did not start with the issuance of Skyrooms' letter dated 02.11.2020, whereby respondent No.1 was laid off. Earlier, vide grievance notice dated 17.10.2019, respondent No.1 had sought the regularization of her services in the same manner as other contract employees and daily wagers in PIAC had been regularized. Having not received any plausible response from PIAC, respondent No.1 filed a grievance petition on 03.12.2019 before NIRC. In this petition, respondent No.1 had sought the regularization of her services. The grievance petition was disposed of vide order dated 26.02.2020 passed by the learned Member, NIRC as having been rendered infructuous. Perusal of the said order shows that respondent No.1 had been terminated from service on 25.01.2019 and subsequently reinstated in service on 23.08.2019. Respondent No.1 had preferred an appeal against the said order before the learned Full Bench, NIRC. Vide order dated 29.10.2020, the said appeal was dismissed as withdrawn as the position taken by respondent No.1 was that she wanted to file a fresh grievance petition seeking the regularization of her services.

10. The record also shows that apparently an inquiry was conducted on the complaint of respondent No.1 which culminated in the issuance of an inquiry report, which was adverse to her. Against the inquiry report, respondent No.1 had filed an appeal before the Ombudsman. During the pendency of the proceedings before the Ombudsman, respondent No.1 was terminated from service vide order dated 02.11.2020, which was suspended by the Ombudsman vide order dated 30.03.2021. Vide order dated 28.09.2023, respondent No.1's appeal was disposed of by the Ombudsman with the direction to PIAC to show compliance with the said order dated 30.03.2021 by restoring respondent No.1 to her previous position with all back benefits and thereafter pass an order on the basis of the Inquiry Committee's report.

UNCERTIFIED COPY

11. Admittedly, respondent No.1 was serving in the premises of PIAC with effect from the date of her appointment i.e., 20.01.2017 until the termination of her services on 25.01.2019. She was reinstated in service on 23.08.2019 and again vide letter dated 02.11.2020, she was laid off.

12. Standing Order 1(a) in the Schedule to the 1968 Ordinance classifies workman into (i) permanent, (ii) probationers, (iii) *badlis,* (iv) temporary, (v) apprentice, and (vi) contract worker. "Permanent workman" has been defined in Standing Order 1(b) to mean a workman who has been engaged on work of a permanent nature likely to last more than nine months and has satisfactorily completed a probationary period of three months in the same or another occupation in the industrial or commercial establishment, including breaks due to sickness, accident, leave, lock-out, strike (not being an illegal lock-out or strike) or involuntary closure of the establishment and includes a *badli* who has been employed for a continuous period of three months or for one hundred and eighty-three days during any period of twelve consecutive months. Standing Order 1(e) defines a "temporary workman" as one who has been engaged for work which is of an essentially temporary nature likely to be finished within a period of not exceeding nine months.

13. Section 33(1) of the 2012 Act entitles a worker to bring his grievance in respect of *"any right guaranteed or secured to him by or under any law"* to the notice of his employer in writing, either himself or through his shop steward or collective bargaining agent within ninety days of the day on which the cause of such grievance arises. The grievance with respect to which respondent No.1 had issued notice dated 06.11.2020 was the letter dated 02.11.2020 whereby she had been laid off. In the grievance notice she had also sought the benefits of a permanent workman.

14. In the proceedings before the learned Member, NIRC, respondent No.1 appeared as PW-1 and deposed that she had

UNCERTIFIED COPY

joined her duties in PIAC as a Cook on 20.01.2017 which she performed until her termination from service on 25.01.2019. She also deposed that she had been reinstated in service on 23.08.2019 pursuant to the orders passed by the Ombudsman but was subsequently laid off vide letter dated 02.11.2020. Respondent No.1 was cross-examined by PIAC. Respondent No.1's testimony on the record shows that she had served at PIAC for more than nine months. Therefore, she had acquired the status of a permanent workman and was entitled to all the benefits which the law, including the 1968 Ordinance bestowed on such workman. While the petitioner in order to establish that respondent No.1 was 'contract worker' within the meaning ascribed by Standing Order 1 of the 1968 Ordinance had to prove that she was being paid remuneration on piece rate basis. This, the petitioner did not do.

15. Respondent No.1 had testified that she had worked continuously for a period of more than two years as a worker in PIAC's establishment. After this testimony, it was for PIAC to prove that she had not been employed for worth of a permanent nature which did not last for more than nine months. Given the evidence on the record, I am of the view that PIAC did not discharge its burden of proving that respondent No.1 had not been engaged on work of a permanent nature.

16. In the case of Executive Engineer Vs. Abdul Aziz (PLD 1996 SC 610), the Hon'ble Mr. Justice Ajmal Mian speaking for the Hon'ble Supreme Court held as follows:-

> *"14. The ratio of the above judgment in the case of [Muhammad Yaqoob Vs. The Punjab Labour Court No.1 (1990 SCMR 1539)] seems to be that the period of employment is not the sole determining factor on the question, as to whether a workman is a permanent workman or not but the nature of the work will be the main factor for deciding the above question. In other words, if the nature of work for which a person is employed is of a permanent nature, then he may become permanent upon the expiry of the period of nine months mentioned in terms of clause (b) of paragraph 1 of the Schedule to the Standing Orders Ordinance provided, he is covered by the definition of the term "worker" given in section 2 (i) thereof. But if the work is not of*

UNCERTIFIED COPY

> *permanent nature and is not likely to last for more than nine months, then he is not covered by the above provision. **It may be observed that once it was proved that the respondents without any interruption remained employees between a period from two years to seven years, the burden of proof was on the appellant-department to have shown that the respondents were employed on the works which were not of permanent nature and which could not have lasted for more than nine months.**"*
> ***(Emphasis added)***

17. Regardless of what was written in respondent No.1's letter of appointment dated 20.01.2017, what is of crucial importance in determining whether a worker seeking benefits to which a permanent worker is entitled to is a permanent worker or not, is whether she had been engaged on work of a permanent nature. For PIAC to say that even though respondent No.1 had served in its flight kitchen for more than two years but had not been engaged on work of a permanent nature is not tenable. In the case of Izhar Ahmed Khan Vs. Punjab Labour Appellate Tribunal (1999 SCMR 2557), although the appointment of a worker was described in his appointment letter as purely temporary, since the period of the worker's continuous employment on a certain post admittedly continued beyond a period of nine months, he was held to be a permanent workman within the meaning given to it in Standing Order 1(b) of the 1968 Ordinance. In the said case, it was also held as follows:-

> *"A careful analysis of the above definition of 'permanent workman' and 'temporary workman' would show that it is the nature of work on which a workman is employed that determines whether the workman is a permanent or a temporary workman. If the work is of a permanent nature and likely to last for a period of more than nine months, the workman employed on such a work, who successfully completes a probationary period of three months, will be deemed to be a 'permanent workman'. On the other hand, if the nature of work is' temporary and is likely to be finished within a period of nine months, then a workman employed on such work will be deemed to be 'temporary workman'. As a corollary, it follows that mere fact that if the work of a temporary nature continues beyond nine months, it would not make a workman employed on such work a 'permanent workman' as the expression "likely to be finished within a period not exceeding nine months" used in the definition clause does admit within its scope that a work of temporary nature may in certain circumstances stretch beyond nine months."*

ATTESTED COPY

18. The mere fact that respondent No.1 has been working in the flight kitchen of PIAC for a period of more than two years implies that she was *"engaged on work of permanent nature likely to last more than nine months."* Therefore, she cannot be held to be a temporary worker but would be entitled to all the benefits provided by law to a permanent workman or worker. In holding so, reliance is placed on the following case law:-

(i) In the case of Government of Punjab Vs. Punjab Appellate Tribunal, Lahore (2002 SCMR 878), the Hon'ble Supreme Court did not interfere with the concurrent findings of the Labour Court, the Labour Appellate Court as well as the High Court to the effect that on expiry of ninety days' period, the private respondents assumed the status of permanent workmen and could not be terminated without conforming with the provisions of the 1968 Ordinance.

(ii) In the case of Board of Intermediate and Secondary Education Vs. Muhammad Sajid (2019 SCMR 233), the employer had been appointing workers for eighty-nine days only and re-hiring them for the next eighty-nine days, and in this way the employer continued to avail the services of workers for a long period. This mode of employment was termed by the Hon'ble Supreme Court as the employer's *"clumsy attempt to break the continuity of their service"* and to create artificial breaks in their service period. It was held that the workers had been performing work of a permanent nature and had not been serving on casual posts. They were also held to be entitled to the regularization of their services. A similar relief was also granted to a workman in the case of Pakistan Telecommunication Co. Ltd. Vs. Azeem Kibria Bhatti (2016 PLC 491).

(iii) In the case of Director General, LDA Vs. Amjad Ali (2004 PLC 224), the Hon'ble Lahore High Court held as follows:-

UNCERTIFIED COPY

> ***"[I]ntention and spirit of law could not be permitted to be offended against, by keeping an employee on the road just for 89 days (a day less than probationary span) which is as mentioned above, mala fide and this illegal device is against the aforesaid Ordinance. It is pertinent to mention here that petitioners have extended/re-employed the respondent after 89 days which clearly envisages that petitioners have exercised their power in a manner which is termed as mala fide to frustrate the mandate of West Pakistan Standing Order, 1968."***

(iv) In the case of Saidan Shah Vs. PTCL (2017 PLC 162), the Division Bench of the Hon'ble Peshawar High Court held that the obvious difference between the two cadres, i.e., permanent and temporary, is that permanent employees / workmen are entitled to different and more financial benefits during and after their retirement whereas temporary employees / workmen are entitled to only wages and that too much lesser. It was also held that an employer always exploits the employee's situation by treating him as a temporary employee so that it does not have to give him the rights secured or guaranteed to a permanent employee under the law.

19. There is no provision either in the 2012 Act or the 1968 Ordinance for indefinitely laying off a workman. However, Standing Order 13 of the 1968 Ordinance sets out the procedure for retrenchment of a workman. Standing Order 13 provides that the employer shall retrench the workman who is the last person employed in a particular category. Learned counsel for the PIAC could not demonstrate that respondent No.1 had been retrenched in accordance with Standing Order 13.

20. The reasons set out in the letter dated 02.11.2020 for laying off respondent No.1 was that on account of the Covid-19 pandemic, PIAC had reduced the food service and therefore, the work force and operations also had to be reduced. Standing Order 11 of the 1968 Ordinance entitles an employer to stop any section or sections of its establishment, wholly or partially for any period without notice due to *inter alia* epidemics. Standing

UNCERTIFIED COPY

Order 11-A provides *inter alia* that no employer shall terminate the employment of more than 50% of the workmen or close down the whole of the establishment without the prior permission of the Labour Court in this behalf, except in the event of *inter alia* epidemics. There is nothing on the record to show that PIAC had followed the procedure laid down in Standing Orders 11 and 11-A for reducing its food service operations or laying off employees in the flight kitchen.

21. As regards the contention of the learned counsel for PIAC that it is neither a factory nor a commercial or an industrial establishment, the same stands negative by the judgment of the Hon'ble Supreme Court in the case of Pakistan International Airlines Corporation Vs. Board of Trustees, Employees' Old-Age Benefits (2011 SCMR 1102) which records an observation to the effect that the flight kitchen and the engineering department of PIAC had been registered by PIAC itself under the Factories Act, 1934.

22. It was also urged on behalf of PIAC that since respondent No.1 was not PIAC's employee but of Fulcrum which had issued her appointment letter dated 20.01.2017, she could not have instituted the proceedings before NIRC against PIAC. He submitted that at best respondent No.1 would have a grievance against Skyrooms to whom Fulcrum's responsibilities had been transferred.

23. It is not disputed that respondent No.1 performed her duties at the PIAC's premises for more than two years. She had no privity of contract with PIAC. She had a contractual relationship with Fulcrum and later with Skyrooms who are contractors / service providers to PIAC. Regardless of the fact that terms of the agreements executed between PIAC and the service providers and the arrangement between respondent No.1 and the service providers do not show any privity of contract between PIAC and respondent No.1, the Superior Courts have considered such workmen to be the employees of

UNCERTIFIED COPY

the establishment where they work upon satisfaction of prescribed conditions. In the case of Fauji Fertilizer Company Ltd. Vs. National Industrial Relations Commission (2013 SCMR 1253), the Hon'ble Supreme Court, after making reference to a catena of case law on the subject, culled out the following principles therefrom:-

> ***"(a) the word 'employed by the factory' are wide enough to include workmen employed by the contractors of the company;***
>
> ***(b) the employees of the contractor shall be the employees of the company if the contractor engaged the workers for running of the affairs of the company and not for some other independent work which has no concern with the production of the company;***
>
> ***(c) if the employees are working in a department of the company which constituted one of the principle organs of the company, the machines belong to the company, the raw material is supplied by the company and the said department is controlled by the supervisors of the company, the employees of the contractor shall be the employees of the company;***
>
> ***(d) the employees, engaged directly or through a contractor, would be deemed to be the employees of the company for whose benefit they perform functions;***
>
> ***(e) even though 'control' test is an important test, it is not the sole test; a multiple pragmatic approach weighing up all the factors for and against the employment has to be adopted, including an "integration" test; and***
>
> ***(f) if the contract is found to be not genuine and a device to deprive the employees from their legitimate rights/benefits, the so called contract employees will have to be treated as employee of the company."***

24. In the abovementioned case, the Hon'ble Supreme Court held that the workers who performed the work of bagging urea and connected activities at the premises of the company, and whose services were engaged by contractors / service providers who paid their wages / salaries, were in fact the employees of the company. In this regard, the operative part of the said judgment is reproduced herein below:-

> ***"17. Normally, the relationship of employer and employee does not exist between a company and the workers employed by the Contractor; however, in the case where an employer retains or***

assumes control over the means and method by which the work of a Contractor is to be done, it may be said that the relationship of employer and employee exists between him and the employees of the contractor. Further, an employee who is involved in the running of the affairs of the company; under the direct supervision and control of the company; working within the premises of the company, involved directly or indirectly in the manufacturing process, shall be deemed to be employees of the company."

25. Additionally, in the case of State Oil Company Limited Vs. Bakht Siddique (2018 SCMR 1181), a petition filed by the respondents for the regularization of their services was contested by the company primarily on the ground that the respondents were not the company's employees, and that their services had been engaged by a third party service provider / contractor. This contention did not find favour with the Hon'ble Supreme Court which directed that the respondents' services be regularized with effect from the date when they had approached the Hon'ble High Court for the regularization of their services. The operative part of the said report is reproduced herein below:-

"As regards the question that the respondents were not the employees of the petitioner but the contractor, suffice it to say that it is a normal practice on behalf of such industries to create a pretence and on that pretence to outsource the employment of the posts which are permanent in nature and it is on the record that the respondents have been in service starting from as far back as 1984. This all seems to be a sham or pretence and therefore, it being not a case of any disputed fact and no evidence was required to be recorded."

26. It ought to be borne in mind that the Hon'ble Supreme Court in the case of State Oil Company Limited Vs. Bakht Siddique (*supra*), made the following observations:-

"As regards the question that the respondents were not the employees of the petitioner but the contractor, suffice it to say that it is a normal practice on behalf of such industries to create a pretence and on that pretence to outsource the employment of the posts which are permanent in nature ..."

27. The documents on the record show that respondent No.1 had been working at PIAC's premises for more than two years. Given this fact, it cannot be held that the works performed by respondent No.1 at PIAC's premises were not of a permanent

UNATTESTED COPY

nature. Furthermore, if the duties performed by respondent No.1 were not related to running the affairs of PIAC, it does not appeal to reason as to why she had been kept engaged to work at PIAC's premises for such a long period of time. The agreements between PIAC and the service providers may well provide for respondent No.1 to work under the supervision and control of the service providers, but the fact remains that there was nothing brought on the record to show that it was the service provider's representative at PIAC's premises under whose orders or dictation respondent No.1 performed her duties. Since respondent No.1 had been working at PIAC's premises for the purposes of labour laws, she was a worker in the establishment of PIAC and entitled to the benefits and entitlements of a permanent worker.

28. There is no provision in either the 2012 Act or the 1968 Ordinance providing for the regularization of a workman's services. In the case of Pakistan State Oil Company Ltd. Vs. Ghulam Ali (SBLR 2015 SC 233), the Hon'ble Supreme Court held in no uncertain terms that NIRC could not determine nor could it order the regularization of employees as it had a limited scope. For the purposes of clarity, the operative part of the said order passed by the Hon'ble Supreme Court is reproduced herein below:-

> *"3. We have perused the record, which shows that the respondents were employed by the petitioner and working there since years. Respondents were issued security cards by the Civil Aviation Authority on the recommendation of the petitioner company. The entire material was placed before the High Court and the High Court by the impugned judgment has recorded correct findings. It is contended that the issue ought to have been raised before the National Industrial Relations Commission ("NIRC"). We are not persuaded by the contention of the learned counsel on this score as well. NIRC cannot determine nor can order regularization of the respondents as it has limited scope."*
> **(Emphasis added)**

29. Learned counsel for respondent No.1 clarified that the said respondent was not seeking "the regularization" of her services but since she had been engaged on work of a permanent nature

UNCERTIFIED COPY

with PIAC for a period of more than two years when she issued the grievance notice, she had acquired the status of a permanent workman and was entitled to be given all the rights and privileges of a permanent workman guaranteed or secured to her under the law.

30. Since I have been given no reason to interfere with the concurrent orders passed by the learned Member and the learned Full Bench, NIRC, the instant petition is dismissed with no order as to costs.

(MIANGUL HASSAN AURANGZEB)
JUDGE

ANNOUNCED IN AN OPEN COURT ON 17.11.2023.

(JUDGE)

*Ahtesham**

UNCERTIFIED COPY