In the Federal Constitutional Court of Pakistan
(Appellate Jurisdiction)

Present:
Justice Aamer Farooq
Justice Rozi Khan Barrech
Justice Syed Arshad Hussain Shah

C.P.L.A. No.2792 of 2024
(On appeal from judgment of the Islamabad High Court, Islamabad dated 30.4.2024 passed in W.P. No.543 of 2024)

Tariq Nadeem

Petitioner

Versus

Pakistan Television Corporation (PTVC) through its Managing Director PTV Headquarters, Islamabad & others

Respondents

For the Petitioner:	Mr. Naeem Bukhari, ASC
For respondents No.1-3:	Mr. M. Nazir Jawwad, ASC
For respondent No.4:	Ch. Aamer Rehman, Additional Attorney General
Date of hearing:	28.10.2026

Judgment

Syed Arshad Hussain Shah, J – Through the instant petition, the petitioner has challenged the judgment dated 30.4.2024 passed by the Islamabad High Court, whereby his writ petition challenging the termination of his service from Pakistan Television Corporation (PTVC) was dismissed.

2. Learned counsel for the petitioner argued with vehemence that the impugned judgment is arbitrary, unlawful, and unsustainable in the eyes of law, having been rendered in violation of the principles of natural justice and without assigning any cogent, plausible or legally tenable reasons. He contended that the impugned judgment suffers from a manifest lack of proper application of mind and fails to disclose any rational basis for the conclusion reached, thereby rendering it violative of

Section 24-A of the General Clauses Act, 1897, which obligates public functionaries to exercise their statutory powers reasonably, fairly, and justly, in furtherance of the purposes of the relevant enactment and to record reasons for their decisions wherever required. In support of his submissions, learned counsel placed reliance upon the judgment reported as *Muhammad Ashraf Tiwana and others v. Pakistan and others* (2013 SCMR 836 & 1159). In order to fortify his arguments that regularization in service is a fundamental right guaranteed under Article 9 of the Constitution of Islamic Republic of Pakistan, 1973, he referred to a judgment of this Court passed in C.P.L.A. No.632-P of 2018, particularly, paragraphs No.7 & 9, which read as under:-

> 7. Adverting to the issue of regularization of contract employees, it may be observed that it is not merely a matter of service jurisprudence but is linked with the enforcement of fundamental rights guaranteed under the Constitution. Article 9 of the Constitution, which guarantees the right to life, has been expansively interpreted by the superior judiciary to include within its fold the right to livelihood and job security. The concept of 'life' under Article 9 is not to be construed narrowly but must be given a broad and purposive interpretation so as to ensure meaningful existence, which necessarily includes the assurance of stable employment where the nature of work is permanent. The continued retention of employees on contract basis for years together, despite the existence of permanent posts and continuous need for their services, reflects an arbitrary exercise of power, which is not sustainable in law.
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> 9. In the light of above, it is held that the continued retention of employees on contract basis for years together, particularly, where the nature of work is permanent and their services are continuously required, constitutes a form of economic exploitation and administrative arbitrariness, which is violative of the Constitution and the law. Therefore, the principle of regularization is grounded not only in considerations of equity and fairness but also in the enforcement of fundamental rights guaranteed under the Constitution.".

3. Crux of the arguments of the learned counsel for respondents No.1 to 3, along with the learned Additional Attorney General appearing on behalf of respondent No.4, was that the contentions raised on behalf of the petitioner for regularization of his services are misconceived and not sustainable in the facts and circumstances of the case. Further, it was contended that, vide Circular dated 17.05.2011, PTVC issued a letter offering its employees the option to opt for the Special Pay Scale (SPS), subject to the condition that those who elected

to avail themselves of the SPS would not be entitled to regularization of their services. The petitioner consciously and voluntarily exercised the said option and opted for the SPS, thereby accepting the terms and conditions attached thereto vide his application dated 26.1.2013. Consequently, he availed himself of the benefits and privileges attached to the SPS with effect from 01.07.2020 until the date of his dismissal. It was, therefore, argued that, having voluntarily opted for the SPS and enjoyed its benefits, the petitioner could not subsequently claim regularization of his services contrary to the terms of the option exercised by him. On this basis, the respondents' counsel urged that the instant petition, being devoid of merit, was liable to be dismissed. In support of their submissions, reliance was placed upon the judgment reported as 2009 PLC (CS) 565 (Islamabad).

4. Heard the learned counsel for the parties and perused the record. The brief facts, necessary for the just and proper disposal of the instant petition, are that the petitioner initially joined Pakistan Television Corporation Limited (PTVC) on 15.07.1989 as a Resource Person for a weekly programme, against remuneration of Rs.300/- per programme. Subsequently, with effect from 22.05.1998, he was engaged on a contract basis. Services of the petitioner were terminated on various occasions during the course of his engagement; however, on each occasion, he was subsequently reinstated.

5. Services of the petitioner were terminated vide order dated 10.09.2014, which he challenged before the Islamabad High Court, Islamabad, by filing Writ Petition No.4045 of 2014. The High Court, vide order dated 03.06.2019, set aside the termination order and disposed of the writ petition with the direction that the matter be placed before the Board of Directors for decision in accordance with the applicable service regulations and bye-laws of PTVC and that a speaking order be passed on the petitioner's request for regularization. Thereafter, the petitioner's

services were again terminated with effect from 29.03.2018 vide order dated 30.03.2018, on the allegation that he had submitted a bogus B.A. transcript. However, upon acceptance of his departmental appeal, he was reinstated vide Office Order dated 30.09.2022.

6. In the year 2005, he was redesignated as Resource Person (IT). Thereafter, pursuant to his option/request dated 26.01.2013, the petitioner was placed in the Special Pay Scale (SPS) with effect from 25.11.2022, carrying a monthly pay package of Rs.265,000/- along with the entitlement to 250 litres of petrol per month. Subsequently, vide order dated 09.01.2023, the aforesaid pay package was given retrospective effect from 01.07.2020. The petitioner's pay package was further enhanced from Rs.265,000/- to Rs.505,000/- per month, while his petrol entitlement was increased from 250 to 300 litres per month, vide order dated 11.08.2023.

7. Finally, his services were terminated vide Office Order dated 29.12.2023. Aggrieved by the said termination, the petitioner again invoked the constitutional jurisdiction of the Islamabad High Court, Islamabad, by filing Writ Petition No.543 of 2024. The High Court, vide the impugned judgment, dismissed the writ petition, primarily holding that the petitioner had, on his own accord, sought conversion of his employment status from that of a contract employee to one governed by SPS. Operative part of the impugned judgment is reproduced below for ready reference:-

> "In view of the above, law of estoppel comes to the way of petitioner, who could not approbate and reprobate at the same time. Beside the above referred factual aspect this Court is of the view that terms and conditions of services of petitioner are governed under master and servant relationship. This aspect has duly been settled in W.P No.3912 of 2020 titled as "Khawaz Azhar etc. vs. Federation of Pakistan etc." through judgement dated 21.12.2020 and 2009 PLC (CS) 565 [Islamabad] (Sohail Abbas Bokhari vs. Secretary Information and Broadcasting/Chairman, Pakistan Television Corporation Federal T.V. Complex, Islamabad, hence instant writ petition is not maintainable and the same is hereby **DISMISSED".**

The petitioner has now approached this Court by way of the instant petition, seeking leave to appeal against the impugned judgment.

8. There is no cavil with the proposition of law enunciated in the precedents cited by the learned counsel for the petitioner, that a contract employee, subject to the fulfilment of the requisite legal conditions and eligibility criteria, has a fundamental right to be regularized in service. However, the said principle of law cannot be applied to the case of the petitioner in isolation from the subsequent developments concerning his terms and conditions of service. Admittedly, the petitioner, upon opting for the SPS, voluntarily elected to be governed by a different service structure and the terms and conditions attached thereto. By exercising such option on 26.1.2013, he ceased to fall within the category of contract employees to whom the relevant regularization policy or scheme was applicable. Consequently, the petitioner cannot claim the benefit of regularization by relying upon the legal position governing contract employees while simultaneously seeking to retain the benefits and privileges accruing from his subsequent option for SPS. Thus, the precedents relied upon by the learned counsel for the petitioner are distinguishable on facts and do not advance his case. The petitioner cannot be permitted to approbate and reprobate or to blow hot and cold at the same time. However, we cannot endorse the decision of the PTVC granting benefits of SPS w.e.f. 1.7.2020 instead of 26.01.2013 i.e. the date of option of the petitioner. Since the petitioner was/is non-suited on account of his option to adopt SPS, he is entitled to pay and other benefits of SPS with effect from the date of exercising his option i.e. 26.1.2013 instead of 01.07.2020.

9. The petitioner's case is also hit by the well-established principle of estoppel. Having consciously and voluntarily opted for SPS and accepted the terms and conditions attached thereto, the petitioner is estopped from subsequently resiling from his own election and claiming

the benefit of regularization under a service regime applicable to contract employees. The petitioner cannot be permitted to approbate and reprobate by accepting the benefits and privileges flowing from one service structure while simultaneously asserting rights and entitlements arising under another, mutually inconsistent service arrangement. Such a course would amount to taking inconsistent positions to the prejudice of the other party and is impermissible in law. Having exercised his option and availed himself of the benefits attached to SPS the petitioner cannot now turn around and seek the benefit of regularization by relying upon his erstwhile status as a contract employee. In this regard, reference may usefully be made to the judgment reported as Muhammad Rafiullah v. Zarai Taraqiati Bank Limited **(2018 SCMR 598)**, in which it was held as under:-

> "However, where an employee voluntarily accepts and receives benefits under some arrangement with the employer out of his own free will then he cannot turn around and seek benefits that were ordinarily applicable to other employees. This principle has been recognized by this Court in the case of Zarai Taraqiati Bank Limited v. Said Rehman and others (2013 SCMR 642). In paragraph 14 it was held as follows:-
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> > 14. Notwithstanding the legal status of the impugned Circular we concluded that the employees who were protected under section -6 of the Ordinance of 2002 i.e. who were in service prior to conversion of the appellant Bank into an incorporated company and thus were governed under the Regulations of 1981 would not be affected in any manner whatsoever nor the Circular dated 10.8.2002 shall have any relevance to their extent. However, the case of the employees who had voluntarily and out of free will accepted and adopted the Regulations of 2005 or the offer of Golden Handshake Scheme vide Circular dated 19.8.2002 and pursuant thereto had accepted and received the benefits and payments thereunder are not entitled to claim protection either under section 6 of the Ordinance of 2002 nor under section 13 of the Act of 1974. Both the said statutory provisions are a clog or restraint on the employer not to alter or change the terms and conditions to the disadvantage of an employee. The protection under section 6 of the Ordinance of 2002 or section 13 of the Act of 1974 by no stretch of imagination can be extended to such employees who consciously, out of their free will and voluntarily accept or adopt altered or changed terms and conditions of service. If this was not the case then a person tendering his resignation out of free will could also turn around later and seek protection under section 6 of the Ordinance of 2002. When an employee accepts an offer voluntarily and the same is acted upon then he or she is estopped from resiling from the commitment later. The legislative intent behind section 6 of the Ordinance of 2002 or section 13 of the Act of 1974 is to ensure that the terms and conditions of the transferred employees remain protected and

> they are not alleged or varied to their disadvantage unilaterally and without their consent. Consent, conscious decision or acting out of free will would obviously not attract the protection contemplated under section 6 of the Ordinance of 2002 or section 13 of the Act of 1974.".

10. In view of the foregoing discussion and upon an independent appraisal of the material available on the record, we are of the considered opinion that the impugned judgment does not suffer from any illegality, material irregularity, infirmity, perversity, misreading or non-reading of the evidence, warranting interference by this Court. No jurisdictional defect or error of law has been pointed out that would justify the exercise of the jurisdiction of this Court. Consequently, finding no merit in the instant petition, the same is hereby dismissed and leave to appeal is refused.

Judge

Judge

Judge

Islamabad
28th October, 2026
Approved for reporting
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