IN THE HIGH COURT OF SINDH, CIRCUIT COURT, HYDERABAD

C.P No. S-204 of 2025
[M/s International Credit Information Limited and Another v. Abdul Wahad Khan and others]

Counsel for Petitioners:	Mr. Muhammad Nishat Warsi Advocate
Counsels/ Representatives for Respondents:	Miss Aisha, Advocate. Mr. Yousuf Ali Rahupoto, A.A.G. Sindh.
Date of Hearing:	01.12.2025
Date of Judgment:	01.12.2025

JUDGMENT

***RIAZAT ALI SAHAR, J*: -** **The** petitioners, *M/s. International Credit Information Limited* (a company engaged in credit information services) and its Chief Executive, have invoked this Court's constitutional jurisdiction under Article 199 of the Constitution of Pakistan. They assail concurrent orders passed by respondent authorities under the labour laws, whereby Respondent No.1 (Abdul Wahad Khan), a former employee of the petitioner company, was held entitled to certain monetary claims. The impugned orders (by the Authority under the Sindh Payment of Wages Act, 2015 and the appellate forum) directed the petitioners to pay Respondent No.1 arrears of salary and related compensation. The petitioners seek to have those orders declared without lawful authority, contending *inter alia* that Respondent No.1 was not a "workman" under the applicable statutes, that the proceedings suffered from non-joinder of a necessary party and that the forums below lacked jurisdiction in view of the petitioners' trans-provincial operations. Thus, petitioners seek following reliefs:

> ***a)*** *Call for the R & Ps of Case No. 07 of 2025 u/s. 17 of the Payment of Wages Act from the learned respondent No.3 (Labour Court) and Case No.235/2023 u/s. 15 of the Payment of Wages Act from the learned respondent No.2 (Authority under the Payment of Wages Act);*

b) *Set aside the impugned orders dated 05.05.2025 & 11.02.2025 passed by both the forums i.e. respondent Nos. 2 & 3;*

c) *Hold that the establishment of the petitioners is a trans-provincial Establishment;*

d) *Suspend the operation of the impugned orders dated 11.02.2025 and 05.05.2025 passed by both the forums below i.e. respondent Nos. 2 & 3 in the above matter and further direct the learned Authority not to disburse the amount to the respondent No.1 so deposited by the petitioners, till final disposal of this petition;*

e) *Any other relief(s) which may deems fit and proper under the circumstances etc."*

2. The relevant facts, as averred by the parties, are that Respondent No.1 was engaged by the petitioner company in 2019 as a *"Regional Coordinator"* under a written contract. His duties involved coordinating with various bank branches (including National Bank of Pakistan, hereinafter "NBP") for verification of credit information. It appears that his services were availed in connection with an NBP project, and he was stationed at NBP's regional office in Hyderabad. The employment relationship turned sour in 2021. **Respondent No.1** claims that he was forced out of service without due process and without payment of outstanding dues (including salary for several months, leave encashment and other benefits). He invoked the **Sindh Payment of Wages Act, 2015 ("SPWA 2015")** by filing an application under Section 15 thereof before the Authority (Respondent No.2) for recovery of unpaid wages. The petitioners resisted that claim on both factual and legal grounds: they maintain that Respondent No.1 had tendered a voluntary resignation (as evidenced by correspondence and WhatsApp messages) and was paid all dues; that he held a managerial position not covered under labour laws for "workmen"; and that, in any event, the provincial law and forums were not applicable because the petitioner company operates beyond Sindh. The petitioners further objected that NBP, being the principal institution where Respondent No.1 was assigned, was a necessary party to the proceedings but was never impleaded.

3. The Authority under SPWA 2015 (Respondent No.2) after inquiry allowed Respondent No.1's claim, holding that his resignation was coerced and ineffective and that the petitioners had withheld his lawful wages. Relief was granted to him in the form of the due wages plus compensation (apparently equal to the unpaid amount, as permitted by the statute). The petitioners' appeal was dismissed by the appellate forum (Respondent No.3, a Labour Court), which concurred with the Authority on all material findings. Aggrieved, the petitioners have now approached this Court.

4. The learned counsel for the petitioners contends that the impugned orders are **ultra vires** and liable to be set aside on multiple grounds. First, it is argued that **Respondent No.1** did not fall within the definition of *"workman"* or *"worker"* under the **Industrial and Commercial Employment (Standing Orders) Ordinance, 1968** or the **Sindh Terms of Employment (Standing Orders) Act, 2015**, and thus he could not avail remedies under laws meant for workmen. In this regard, counsel emphasizes that Respondent No.1 served in a supervisory/managerial capacity (as a Regional Coordinator liaising with bank management) rather than performing clerical or manual tasks; hence, he was part of management staff, not a workman. Reliance is placed on **Abdul Razzaq v. Ihsan Sons Ltd. (1992 PLC 424)** and **Syed Matloob Hassan v. Brooke Bond (Pakistan) Ltd. (1992 SCMR 227)**, among others, which underscore that the nature of duties – not the job title – is determinative of workman status. It is contended that under these precedents a person mainly entrusted with oversight, coordination and representing the employer cannot be termed a "workman".

5. Second, the petitioners' counsel submits that the entire proceedings were not maintainable for non-joinder of a necessary party. The work assigned to Respondent No.1 was in furtherance of a contract between the petitioner company and **NBP** (a federally chartered bank) and the claim of wages is effectively linked to

payments that NBP was to make to the petitioner company. Since any adjudication of wage claims would inevitably involve NBP's role (either as the source of funds or as a joint employer in substance), NBP was a necessary party to the dispute. Notwithstanding, neither the Authority nor the appellate forum impleaded NBP, nor did Respondent No.1 make any effort to join NBP under Order I Rule 10 of the **Code of Civil Procedure ("CPC")**. It is urged that in the absence of a necessary party, a valid adjudication cannot be rendered, a defect that goes to the root of jurisdiction. The learned counsel invokes the principle that **non-joinder of a necessary party is fatal** and analogizes that the claim petition ought to have been rejected under Order VII Rule 11, CPC as barred by law due to such defect.

6. Third, the petitioners assail the **appreciation of evidence** by the forums below as perverse and flawed. It is argued that Respondent No.1's evidence was self-serving and riddled with inconsistencies, for instance, bank statements produced by him allegedly did not show any unpaid credited salary; WhatsApp message transcripts were selective and out of context; and certificates or affidavits he relied on were either procured from colleagues long after the fact or otherwise of suspect probative value. The **Authority and Labour Court (respondents 2 and 3)** are said to have **ignored material evidence** favoring the petitioners, such as: (i) the resignation letter dated 05.08.2021 bearing Respondent No.1's signature and its acceptance on 16.08.2021; (ii) record of payment of all salaries up to the resignation date; and (iii) an affidavit from the Regional Manager of NBP affirming that Respondent No.1 had ceased working after tendering resignation. The petitioners contend that, had the evidence been read properly, it would become clear that Respondent No.1 left employment voluntarily and was paid in full, and that his later claim of *constructive dismissal* and wage deprivation was a false afterthought. They allege Respondent No.1 of approaching the labour forum with **unclean hands** and even forging certain documents. On

this premise, the petitioners invoke the maxim *falsus in uno, falsus in omnibus*, submitting that if a part of Respondent No.1's story is found false, his entire claim should be disbelieved. It is pointed out that the Honourable Supreme Court of Pakistan has recently re-emphasized that deliberately false testimony or evidence by a litigant taints the rest of that party's case.

7. Fourth, and importantly, the petitioners assert that they are a trans-provincial establishment (with business offices and clientele in multiple provinces), so the application of provincial labour law, specifically the Sindh Payment of Wages Act, 2015, to their enterprise was misplaced and unlawful. Learned counsel refers to the definition of "trans-provincial" under the federal Industrial Relations Act, 2012 ("IRA 2012"), which includes any establishment having branches in more than one province. It is argued that such establishments fall under the exclusive domain of federal labour laws and fora. In particular, Section 33 of IRA 2012 provides a remedy for individual grievances of workers of trans-provincial organizations, to be adjudicated by the National Industrial Relations Commission ("NIRC"). The petitioners maintain that Respondent No.1, if he were a *worker*, should have approached the NIRC for his claims, rather than a provincial Authority. They cite a recent judgment of the Lahore High Court (June 2022) which involved employees of a trans-provincial bank (Bank of Punjab) who had filed for overtime wages under the (now repealed) Payment of Wages Act, 1936; the High Court set aside the provincial Authority's order on the ground that the claim ought to have been brought before the NIRC. Likewise, reference is made to Pakistan Telecommunication Co. Ltd. v. Member NIRC (2014 SCMR 535) and Sui Southern Gas Co. Ltd. v. Federation of Pakistan (2018 SCMR 802), where the august Supreme Court held that once an employer is established to be trans-provincial, the jurisdiction of the NIRC is overriding and exclusive, superseding provincial labour courts for all labour matters. On the strength of these authorities, the petitioners argue that the proceedings under SPWA 2015 were *coram non judice*. They also

highlight Section 1(4) of the Standing Orders Ordinance 1968, which (by reference) excludes establishments run by the federal government or across provinces from the provincial Standing Orders regime Thus, the petitioners contend that Sindh's labour laws could not validly apply to their establishment or to Respondent No.1's employment, especially given the involvement of a federal entity (NBP) in the work.

8. In rebuttal, the learned counsel for Respondent No.1 (employee) supports the findings of the forums below and submits that no interference is warranted. He argues that the definition of "workman" under the Sindh Standing Orders Act, 2015 (Section 2(1)(n)) is broad enough to cover Respondent No.1. That definition includes *"any person employed in any industrial or commercial establishment to do any skilled or unskilled work for hire or reward"*, and while it excludes those employed mainly in managerial or administrative capacity, Respondent No.1's actual job tasks were *not managerial*. Learned counsel emphasizes that mere nomenclature (such as *"Coordinator"* or *"Manager"*) is not conclusive, and that one must look at the nature of duties actually performed. She points out that Respondent No.1 had no hiring/firing authority, no decision-making power over company policy and essentially acted as a field worker liaising between the petitioner company and bank officials. The fact that he followed the instructions of both the company's directors and the bank's managers demonstrates his subordinate role. Thus, she insists Respondent No.1 was a workman or at least a *"person employed"* within the meaning of SPWA 2015, entitled to invoke that law. The counsel cites Pakistan Engineering Co. Ltd. v. Fazal Begg (1992 SCMR 2166) and Mustehkum Cement Ltd. v. Abdul Rashid (1998 SCMR 1618), where employees with titles like "Assistant Manager" were still treated as workmen since they had no managerial powers in substance. she also relies on the principle that absence of hire-and-fire power is indicative of non-managerial status. According to Respondent No.1's counsel, the petitioners are trying to evade labour laws by giving inflated

designations to a worker who, in truth, was performing operational duties.

9. On the non-joinder issue, Respondent No.1's counsel contends that NBP was not a necessary party at all. The wage claim was straightforwardly between the petitioner company (as employer) and Respondent No.1 (as employee). NBP was neither his employer nor directly liable to pay his salary, it only had a contract with the petitioner company. The learned counsel submits that an employer cannot escape liability towards its employee by pointing to a third-party contract. In any case, if the petitioners believed NBP was indispensable for adjudication, they ought to have applied to implead NBP at the initial stage; having failed to do so, they cannot at writ stage seek dismissal on that account. She cites the principle that no suit or proceeding shall fail merely because of misjoinder or non-joinder of parties if, in the absence of such party, the matter can be adjudicated on merits between those already on record (Order I Rule 9, CPC). Here, the Authority and Labour Court were fully able to decide the wage dispute between the petitioners and Respondent No.1 without NBP's presence, as it involved examining the letter of appointment, resignation and salary records, all within the petitioners' own domain. Thus, the non-impleading of NBP did not prejudice the adjudication of the core issues and the petitioners' objection is an afterthought.

10. Respondent No.1's counsel further defends the **findings on evidence** as well-founded. She submits that both forums below assessed the evidence in detail: they found Respondent No.1's testimony credible and supported by documents, whereas the petitioners' version was disbelieved for containing contradictions. For instance, the petitioners alleged that Respondent No.1 resigned voluntarily on 05.08.2021, yet it emerged that after purportedly accepting the resignation on 16.08.2021, the petitioners **themselves revoked** that resignation via letter dated 10.09.2021 (directing Respondent No.1 to continue working during an inquiry). This revocation letter, issued by the petitioners, was produced by

Respondent No.1 and was duly considered by the forums below. It flatly undermines the petitioners' stance that the employment had ended in August 2021. Respondent No.1 continued working into late 2021, but was then stopped from work without formal termination, which is why he sought legal remedy. His bank statements corroborated non-payment of salary for October–December 2021 and half of January 2022. The WhatsApp messages on record, read as a whole, showed Respondent No.1 repeatedly asking the petitioner's management about pending salary and being assured "it will be sorted soon", belying the petitioners' claim that nothing was due. The learned counsel submits that both labour forums applied their judicial mind to the evidence, they did not rely on any single piece in isolation, but on the cumulative effect. Therefore, their findings cannot be termed perverse or grossly mis-reading of evidence warranting writ interference. She reminds that Article 199 is not meant for re-appraising facts unless there is jurisdictional error or **complete misapplication of law**, which is not the case here.

11. As to the **jurisdictional argument** about trans-provincial establishment, Respondent No.1's counsel acknowledges that the petitioner company may have operations beyond Sindh. However, he submits that the relief claimed by Respondent No.1 pertained to work done by him **within Sindh (Hyderabad)** and thus the **provincial law was rightly invoked**. He refers to the **Khyber Pakhtunkhwa Payment of Wages Act, 2013** and a judgment of Peshawar High Court on analogous issue. In **"Zahid Mehmood v. FAST Educational Academy" (PHC judgment 2019 & reaffirmed in 2024)**, it was held that an employee of a trans-provincial organization can approach the provincial Wage Authority where the branch is situated, because the applicable payment-of-wages law in the province is not superseded by industrial relations laws. The High Court noted that neither the provincial Industrial Relations Act nor the IRA 2012 explicitly oust the jurisdiction of the Wage Authority for trans-provincial employments The scheme of labour legislation is such that the NIRC deals

with *industrial disputes* (e.g. wrongful dismissal, CBA matters) for trans-provincial establishments, but does not necessarily bar **statutory wage claims**, which are a distinct cause of action for recovery of dues. The learned counsel argues that SPWA 2015 provides a **complete mechanism** for recovery of wages to "all persons employed in any factory, industry or commercial establishment" in Sindh, without carving out an exception for trans-provincial entities. Thus, according to him, the Authority had jurisdiction to entertain Respondent No.1's claim since the work was performed in Sindh and the non-payment occurred here. In any case, Respondent No.1 notes that the petitioners never raised any objection on this ground before the Authority or Labour Court; by submitting to those forums, the petitioners acquiesced to jurisdiction and cannot approbate and reprobate.

12. Having heard the learned counsel and perused the record, this Court now distills the **key issues** requiring determination:

(i) Whether Respondent No.1 falls within the definition of a *"workman"* (or a person entitled to invoke the Standing Orders and labour protections) under the Standing Orders Ordinance 1968 and the Sindh Terms of Employment (Standing Orders) Act, 2015 – and the legal implications thereof on his entitlement to use the labour forums.

(ii) Whether the non-impleading of National Bank of Pakistan (NBP) as a party rendered the proceedings defective for want of a necessary party under Order I Rule 10, CPC.

(iii) Whether the findings of the respondent authorities on the facts and evidence, particularly regarding the circumstances of Respondent No.1's separation from service and the alleged dues, are sustainable in law, or were arrived at by misreading or ignoring material evidence.

(iv) Whether the petitioner company is a trans-provincial establishment, and if so, whether the application of the Sindh Payment of Wages Act, 2015 (and recourse to provincial forums) was lawful or without jurisdiction in view of federal legislation.

13. The first question goes to the competency of Respondent No.1 to invoke the labour/industrial jurisdiction. The Standing Orders Ordinance, 1968 (federal), which remained applicable to commercial establishments until provinces like Sindh enacted their own laws, defines *"workman"* in broad terms as *"any person employed in any industrial or commercial establishment to do any skilled or unskilled, manual or clerical work for hire or reward"*. The Sindh Terms of Employment (Standing Orders) Act, 2015 (hereinafter "Sindh Standing Orders Act 2015") similarly uses the term "worker" or "workman" to cover employees engaged in technical, operational or clerical roles, excluding those employed mainly in a managerial or administrative capacity. The rationale behind this exclusion, consistently reflected in industrial laws, is that *management personnel* are not intended to avail the special protections designed for rank-and-file workers (such as protections against unjust termination under Standing Order 12 or access to labour courts for grievance). Therefore, determining whether an employee is a *workman* or *manager* is pivotal.

14. The test for determining workman status is well-settled in our jurisprudence. It does not hinge on the job title or how the employment contract is styled, but on the substance of the employee's functions. This principle was enunciated as far back as PLD 1986 SC 103 (Bashir A. Malik case) and reiterated in 1992 PLC 424 (Abdul Razzaq case) and a line of later authorities. The Supreme Court of Pakistan in Abdul Razzaq's case approvingly quoted the rule that: *"the nature of the work actually performed by the employee is the essential consideration, not his designation. If the main features of his job are manual or clerical, he is a workman; if*

they are supervisory or managerial, he is not." Minor or incidental supervisory tasks do not strip a person of workman status, but conversely, if the core duties are managerial, the person remains outside the ambit even if he occasionally does clerical work.

15. In the present case, Respondent No.1's appointment letter (available on record) designated him as *"Regional Coordinator"*. The petitioners assert that this title and his responsibilities (liaising with bank branches, coordinating credit data) made him part of management. However, mere use of the term "Coordinator" or even "Manager" is not decisive. As the Supreme Court observed in **Syed Matloob Hassan v. Brooke Bond (Pakistan) Ltd., 1992 SCMR 227**, even a *Senior Sales Representative* or field officer with a fancy title will **not** be deemed managerial if his role is essentially to carry out the employer's business at the operational level. In that case, the Court considered the definitions in both the 1969 Industrial Relations Ordinance and the 1968 Standing Orders Ordinance and concluded that the sales representative, who did not have authority to make policy, hire or fire staff, or make final decisions, **was a "workman"**, despite supervising some sales activities. Likewise, in **Aurangzaib v. Medipak (Pvt) Ltd (2007 SCMR 472)**, an employee titled *Senior Sales Manager* was held to fall under "workman" because the nature of his work was essentially selling and meeting targets, not managing the enterprise. On the other hand, in **MCB Ltd. v. Shahid Mumtaz (2011 SCMR 1475)** and a host of banking sector cases, branch managers and operations managers were held **not** to be workmen because they were entrusted with running the branch, supervising staff and wielding significant discretion in administrative matters.

16. The facts at hand indicate that Respondent No.1 had no staff under his command. He worked largely on his own, reporting to the petitioners' head office and coordinating with bank officers as an intermediary. He neither formulated policies nor supervised other employees of the company. There is also no evidence that he had any

power to sanction leave, initiate disciplinary action, or represent the company in a decision-making capacity. Importantly, the petitioners themselves *entrusted the ultimate decision-making to their other officials*: e.g. when Respondent No.1's resignation was tendered, it had to be accepted by the Regional Business Head and approved by higher management, reflecting that Respondent No.1 was not part of that top management tier. All this strongly suggests that **Respondent No.1 was a *"worker"* in the contemplation of the Standing Orders and labour laws**. The absence of hiring/firing authority, as correctly pointed out by his counsel, is a telling factor (though not the sole test), one noted by this Court in similar contexts **[Sindh Club** *versus* **Syed Muhammad Taqi Naqvi and 2 others**; C. P. No.D-5661 of 2024] .The petitioners argue that Respondent No.1 dealt with NBP's senior management regularly, implying a managerial stature. The Court is not persuaded that this makes him management; rather, it shows he was a conduit performing tasks assigned by his employer in collaboration with the client (NBP). His functions were *operational*, not administrative in the sense of running the company's affairs.

17. That said, the Court is cognizant that the forums below **did not expressly determine Respondent No.1's status as workman** on the record, presumably because the petitioners raised the objection in a general manner. It would have been preferable for the Labour Court to frame an issue on this point. Nonetheless, on this Court's independent evaluation of the uncontroverted facts of employment, the conclusion is that Respondent No.1 **qualifies as a "workman"** under the Standing Orders Ordinance 1968 and the Sindh Standing Orders Act 2015. Consequently, he was not debarred from availing remedies under labour laws on account of his status.

18. The petitioners' reliance on cases like **Abdul Razzaq (1992 PLC 424)** and **Syed Matloob Hassan (1992 SCMR 227)** is misplaced in the present scenario. Those cases actually reinforce that one must look beyond the designation. In Abdul Razzaq's case, the Supreme Court reiterated the principle from earlier jurisprudence

(e.g. **PLD 1977 SC 237, Hotel Intercontinental case**) that a person performing predominantly *supervisory* duties, where any clerical work is incidental, would not be a workman. But the record here does not establish that Respondent No.1 had any supervisory staff under him or that his role was to *oversee* other workers. Rather, he himself was executing tasks (verifications, data gathering, following up on reports). No doubt, he was an important employee given the sensitivity of credit information work, but importance of role is not synonymous with managerial authority. The **burden of proof** in this regard lay on the petitioners to show that Respondent No.1's duties were managerial, once they took that objection. The petitioners, however, led no evidence apart from the appointment letter and an organogram of their company (which was not produced before the Authority, as per the record). They did not examine any witness to detail what managerial powers Respondent No.1 allegedly exercised. By contrast, Respondent No.1 in his affidavit-in-evidence categorically described his work as *"field level coordination and clerical reporting"* and asserted he had **no** decision-making powers, a statement that went unrebutted in cross-examination. Therefore, the petitioners failed to discharge the *onus probandi* (burden of proof) that lay upon them per the maxim *affirmati, non neganti incumbit probatio* (the burden rests on the party who affirms, not on the one who denies).

19. In view of the foregoing, this Court holds that Respondent No.1 was a "workman/worker" for purposes of the labour statutes. Consequently, he was entitled to invoke the jurisdiction of the Wage Authority and the Labour Court (subject to the other questions of jurisdiction discussed later). His status did not bar the application of Standing Order protections or the wage claim under SPWA 2015. Respondent No.1 squarely falls in the category of a workman/employee protected under the Standing Orders Ordinance 1968 as adopted (or under the Sindh Act 2015), given the nature of his job duties.

20. The next issue concerns the non-joinder of National Bank of Pakistan in the original proceedings. The petitioners argue NBP was a necessary party because of its contractual nexus with the petitioner company in relation to Respondent No.1's work. It is undisputed that Respondent No.1 was not directly employed by NBP; his letter of appointment and salary were obligations of the petitioner company alone. NBP's involvement was that the petitioner company had an outsourcing/service agreement with NBP, under which it placed personnel (like Respondent No.1) at NBP's offices to perform certain verification services. Any payment owed by NBP was to the petitioner company under that contract, not individually to Respondent No.1.

21. The legal standard for a "necessary party" is a party without whom no effective decree or order can be made. Order I Rule 10, CPC allows addition of parties, and Order I Rule 9, CPC provides that no suit shall fail for non-joinder of a party *"unless such party is a necessary party"*. A necessary party is one whose presence is essential for a complete and final decision on the questions involved. If a decree would inevitably affect a third party's rights or if the relief cannot be granted without that party, then it is necessary to implead them. Conversely, if the dispute can be determined among the existing parties, the non-joinder is not fatal.

22. Applying this test, the Court is of the view that NBP was not a necessary party to the wage claim adjudication between Respondent No.1 and his employer. The dispute essentially was: did the petitioners unjustly withhold Respondent No.1's wages for certain months, or not? That question could be resolved by examining the employment contract, attendance and work record, and payment proofs, all of which were within the control of the petitioners (employer) and Respondent No.1 (employee). NBP's role was tangential; whether or not NBP had paid the petitioner company under their inter se contract might explain *why* the petitioners failed to pay wages (for instance, if NBP delayed payments to the company), but it does not change the petitioners' obligation to pay

their employee. The Authority under SPWA 2015 is tasked with deciding if wages were unlawfully withheld by the employer, and to order the employer to pay up, regardless of the employer's upstream arrangements. NBP's presence was therefore not indispensable to adjudicate Respondent No.1's right against his employer.

23. It is noteworthy that throughout the proceedings before Respondent No.2 and 3, the petitioners did not raise any plea to implead NBP. They participated in the merits and led evidence, effectively treating the matter as a bilateral dispute. It is only when adverse decisions came that they have foregrounded the non-joinder issue. This conduct can be seen as waiver or acquiescence; a party cannot sit on an objection and later use it as a safety valve. If the petitioners genuinely believed NBP's presence was critical, they ought to have moved an application under Order I Rule 10 at the earliest stage. Their failure to do so indicates that the matter was indeed capable of determination without NBP.

24. Furthermore, even on a substantive view, NBP would at best be a proper party, not a necessary one. A proper party is one whose presence may help effective adjudication but is not essential. The petitioners might have joined NBP to seek contribution or indemnity if they believed NBP's non-payment to them caused the wage default. But that is a separate inter se dispute, it does not affect Respondent No.1's claim of wages *vis-à-vis* his employer. The labour forums correctly focused on the employer-employee relationship. If the petitioners have any claim against NBP, they remain free to pursue it separately; it cannot deprive the employee of his remedy against his direct employer.

25. The petitioners cited the principle that non-joinder of a necessary party can be fatal. That principle is sound, but it presupposes that the party left out was indeed necessary in the sense explained. Here, for reasons given, NBP was not in that category for the purpose of deciding wage entitlement. Therefore, prayer (b) of the petition (to hold the proceedings not maintainable for failure to

implead NBP) is devoid of merit. This Court finds that the non-impleading of NBP did not prejudice the proceedings or render them coram non judice. The Wage Authority and Labour Court were competent to adjudicate the dispute between the actual employer and employee, and their decisions are not vitiated on this account.

26. As an aside, it may be observed that the petitioners' stance almost suggests that NBP was a joint employer or principal employer. If that were the case (which Respondent No.1 never alleged), one might consider whether NBP should share liability. But Respondent No.1's claim was clearly directed only against the petitioners and rightly so, since his contract and salary slips bear only the petitioner company's name. Thus, injecting NBP into the fray appears to be more of a red herring than a genuine jurisdictional necessity.

27. The Court now turns to examine whether the **findings of fact** by Respondent No.2 (Wage Authority) and Respondent No.3 (appellate Labour Court) were arrived at in a lawful manner. In a **constitutional petition**, this Court's role is not to re-try the case but to ensure that the inferior tribunals have acted within the bounds of their jurisdiction and have not *misapprehended evidence in a manner leading to miscarriage of justice*. A finding of fact can only be disturbed in writ jurisdiction if it is shown to be perverse, rooted in no evidence, or blatantly misreading material evidence. With that standard in mind, the evidence on record and the concurrent findings need scrutiny.

28. The crux of the factual dispute was the manner in which Respondent No.1's employment came to an end and whether wages remained unpaid. The petitioners maintain he resigned voluntarily in August 2021 and was settled; Respondent No.1 maintains he was coerced to resign and then effectively kept working until January 2022 without pay. The Wage Authority, in its order, believed the employee's version. Several pieces of evidence support that conclusion:

- **Resignation and its retraction:** It is admitted that Respondent No.1 signed a resignation letter on **5th August 2021**. However, the petitioners themselves issued a letter on **10th September 2021** (on record) stating that his resignation was "kept in abeyance" or "revoked" and directing him to continue reporting for duty pending an inquiry into certain matters. This document, duly signed by the petitioners' Regional Head, fundamentally undermines the claim that the employment ended in August 2021. It implies that Respondent No.1 remained an employee after that date. The Labour Court noted this fact and questioned why the petitioners would rescind a resignation if the employee had truly parted ways. The petitioners had no satisfactory explanation, which casts doubt on their narrative of a clean break in August.
- **Work and attendance in late 2021:** Respondent No.1 produced **office entry logs and emails** showing his presence at the workplace (NBP office) in October and November 2021. There were emails from him to the petitioner company's managers during that period regarding work updates. The petitioners did not rebut these documents. This corroborates Respondent No.1's assertion that he continued working. If he was working, he was obviously entitled to salaries for those months.
- **Non-payment of salary:** Bank account statements of Respondent No.1 for the latter half of 2021 were exhibited. They showed salary credits up to September 2021, but notably **no salary credits for October, November, December 2021 or the first half of January 2022**. The petitioners did not produce any proof of payment for those periods (e.g. bank transfer slips, receipts, etc.). In fact, in their written statement before the Authority, the petitioners vaguely stated that "all dues have been paid" but could not substantiate it for the months in question. The Labour Court treated this as a clear indication of unpaid wages, rightly so, as

the burden to prove payment once non-payment is alleged shifts to the employer (an application of *onus probandi* as well).

- **WhatsApp communications:** The record contains a thread of WhatsApp messages between Respondent No.1 and one of the petitioner company's directors, dated November and December 2021. In these, Respondent No.1 repeatedly inquires about his pending salaries, and the director responds with assurances like "InshaAllah, will clear by next week" and requests patience due to "NBP's delay". These messages, which the petitioners did not refute as fabricated, strongly corroborate that salaries were indeed outstanding and that the petitioners were acknowledging the debt. The Authority gave weight to these contemporaneous communications as evidence of admission of liability by the petitioners. This is a reasonable inference; an employer not owing money would typically refute an employee's demand rather than assure payment shortly.

29. On the other side of the ledger, relied on:

- The initial resignation letter of 05.08.2021 and its acceptance on 16.08.2021. However, as discussed, that chain was overtaken by later events (revocation letter). The forums below did not ignore the resignation; they simply found it had been nullified by the employer's own subsequent conduct.
- An *"Experience Certificate"* supposedly signed by Respondent No.1 in February 2022 (after his termination) stating that he worked with the company from 2019 to August 2021. The Wage Authority suspected and rightly so, that this document was obtained from Respondent No.1 under duress or as a quid pro quo for something (perhaps for processing his final dues, which ironically were not paid). Respondent No.1 testified that he was made to sign a back-dated experience letter in order to get a relieving letter, and that at that time he was still begging for his unpaid salaries.

The forums had to choose whether to believe this explanation or treat the certificate as conclusive proof of leaving in August 2021. They chose the former, considering it more consistent with the overall evidence. Given the power imbalance, it is not uncommon for employers to extract such writings from employees. Hence, reliance on that certificate alone would have been unsafe. The Labour Court acted within its discretion to prefer the oral and circumstantial evidence over that one piece of paper.

- An affidavit by an NBP official (the Regional Manager) stating that Respondent No.1 stopped attending after August 2021. However, when that official was called for cross-examination (upon Respondent No.1's request), he did not appear. His affidavit thus remained untested hearsay. Moreover, the petitioners did not produce any independent attendance register of NBP to match against Respondent No.1's claim. In contrast, Respondent No.1's evidence of presence was specific (entry logs, etc.). Therefore, the forums rightly gave the NBP affidavit little weight.

30. The petitioners leveled an accusation of forgery/falsity at Respondent No.1, implying that if any document of his was false, all his evidence should be discarded (*falsus in uno…*). But they have not concretely proven any particular document of Respondent No.1 to be fabricated. The threshold for invoking *falsus in uno* is a conscious and deliberate falsehood. The petitioners' counsel pointed to minor discrepancies (such as a typo in a date on one of the emails, or an ambiguity in the WhatsApp screenshots' timing), but these are not proofs of forgery. Notably, the principle *falsus in uno, falsus in omnibus,* though recently reinvigorated in criminal law, is applied cautiously in civil disputes. Courts will **sift the grain from the chaff**, discarding falsehood but accepting truth if discernibleijdri.com. Here, the preponderance of evidence favors Respondent No.1's narrative. No part of his evidence was

conclusively shown to be false; hence the maxim does not rescue the petitioners.

31. On an appraisal of the entire record, this Court does not find that the respondent forums committed any *gross illegality or perversity* in their fact-finding. To the contrary, their findings appear to be well anchored in evidence. The Wage Authority gave a reasoned order, later affirmed by the Labour Court through a detailed judgment analyzing each piece of evidence. There is no *misdirection or non-reading* of material evidence apparent, the key documents (resignation, revocation, WhatsApp chats, bank statements) were all specifically addressed. It is also important that these were **concurrent findings** of two forums. Interference in such concurrent conclusions is not warranted unless truly manifest injustice is evident, which is not the case here.

32. The petitioners' plea that the evidence was not "properly appreciated" essentially invites this Court to **re-evaluate credibility** and second-guess factual inferences. That is impermissible in writ jurisdiction, absent the extraordinary circumstances discussed. The learned counsel for petitioners could not point out any particular evidence that was *ignored* which, if considered, would have led to a different result. Nor could he show any evidence that was *considered but was inadmissible*. His grievance reduces to a disagreement with how the weight of evidence was assigned, which is not a legal fault per se.

33. In view of the above, the Court answers issue (iii) by holding that the evidence was duly and correctly appreciated by the respondent authorities. Their findings on the facts are affirmed as being based on record and reasonable evaluation. There is no miscarriage of justice on account of misreading of evidence.

34. The final issue raises an important jurisdictional point with possibly wider implications: whether the petitioners, as an establishment operating in multiple provinces, were amenable to

the Sindh Payment of Wages Act, 2015 and provincial labour forums at all. The petitioners contend that being a *trans-provincial* concern, only the federal authorities (like the NIRC under IRA 2012) had jurisdiction, and hence the orders passed under the provincial Act are void.

35. It is undisputed that petitioner No.1 company has its head office in Karachi (Sindh) and also provides services to clients in other provinces. The company's own pleadings admit it undertakes credit information assignments for banks across Pakistan. This fits the definition of a "trans-provincial establishment" under Section 2 (xxxii) of the IRA 2012, i.e., *"an establishment having branches in more than one province"*. Typically, for industrial relations (trade union and industrial dispute) purposes, such an entity is regulated by the federal IRA 2012 and the NIRC, as opposed to provincial industrial relations acts and labour courts. However, we must carefully delineate the scope of what is meant by *"industrial dispute"* and what the Payment of Wages Act covers, to see if a wages claim falls exclusively in NIRC's domain or not.

36. The Payment of Wages Acts (both the erstwhile 1936 Act and Sindh's 2015 Act) are social welfare legislation designed to ensure that employees receive their due wages without unauthorized deductions or delays. The mechanism is a summary one: an employee (or even a group) can apply to the prescribed Authority alleging wrongful deduction or withholding of wages, and the Authority can order payment plus compensation. Historically, the Payment of Wages Act, 1936 was a federal law applicable throughout undivided India (and later Pakistan). After the 18th Constitutional Amendment in 2010, labour matters were largely devolved to the provinces and Sindh enacted its own version in 2015 (which came into force in 2017 as Sindh Act VI of 2017). The Sindh Act repealed the 1936 Act in its application to Sindh. The new Act extends to *"the whole of Sindh Province"* and applies to every *factory, industrial or commercial establishment* in Sindh. Notably, the Act does not expressly exclude establishments controlled by the federal government or

trans-provincial entities, unlike some other provincial labour laws which sometimes have exclusion clauses.

37. The question then: If an employee works in Sindh for an establishment which also operates elsewhere, can he invoke the Sindh PW Act for wages? The petitioners say no, pointing to the exclusivity of NIRC for trans-provincial grievances. They rely on a Lahore High Court ruling (re: Bank of Punjab) where a Payment of Wages claim was diverted to NIRC. On the flip side, the Peshawar High Court's view (as discussed in *Zahid Mehmood's case*) is that provincial wage laws still apply territorially, even for branches of trans-provincial outfits.

38. This Court is inclined to agree with the reasoning of the Peshawar High Court on this point. The IRA 2012 indeed covers *"individual grievances"* of workers of trans-provincial establishments (Section 33). An employee who is a "worker" can file a grievance petition in NIRC for matters like unjust dismissal or any right guaranteed under law. Unpaid wages could arguably be pursued as a "right guaranteed by law" (since the right to timely payment is guaranteed by the Payment of Wages law). However, the IRA does not establish a *procedure* or *authority* for computing and recovering wage arrears; it addresses disputes through adjudication. In contrast, the Payment of Wages Act provides a specialized forum and remedy (with power to impose additional compensation). It would be overly rigid to conclude that the existence of IRA 2012 ousts the Payment of Wages Act remedy, absent a clear legislative intent. The statutes operate in somewhat different fields: one is a broader industrial relations law, the other a specific monetary claims law.

39. Moreover, consider the practical aspect: NIRC benches are limited (often one in each province or region) and primarily deal with collective disputes and unfair labour practices. Requiring every unpaid wage claim from a trans-provincial company's employee to be taken to Islamabad (for NIRC) would undermine access to justice. It seems more sensible that the employee can choose the expeditious

route of the local Wage Authority, whose jurisdiction is territorially confined to the province. The Peshawar High Court in the 2024 judgment reasoned that there is no conflict or overlapbetween the provincial Payment of Wages Act and the federal IRA that necessitates implying any repeal or exclusion. This Court finds that reasoning persuasive.

40. The petitioners' cited case from LHC (BOP overtime claim) is, with respect, not binding on this Court. It might have turned on specific facts or perhaps on the 1936 Act's wording. Even if a contrary view exists, this Court must interpret the Sindh Act as per its own text and purpose. Since the Sindh Payment of Wages Act, 2015 contains no exclusion for trans-provincial entities and explicitly extends to "the whole of Sindh", any establishment, whether Lahore-based or nationwide, when operating in Sindh territory, falls under its purview for the workers employed at that establishment. Indeed, Section 1(3) of the Act makes it applicable to all persons employed in factories or establishments in Sindh Thus, Respondent No.1, who was employed and worked in Sindh, was entitled to invoke it.

41. Another facet is that Respondent No.1 was not pursuing an industrial dispute (like reinstatement) which squarely would go to NIRC. He was simply claiming past wages. The scope of "industrial dispute" under labour law generally involves conflicts that may affect industrial peace (e.g. termination, disciplinary action, collective issues). A wage claim post-termination is more in the nature of a debt recovery specific to the individual. The Payment of Wages Act is tailor-made for that.

42. That said, one must be cautious that dual proceedings are not taken (one in NIRC, one in Wage Authority). In this case, Respondent No.1 only proceeded under SPWA 2015. There was no parallel grievance in NIRC. Therefore, no conflict arose. The forums below did not discuss trans-provincial status at all, likely it wasn't raised before them cogently. The petitioners in their memo of appeal

had alluded to being beyond provincial law, but the Labour Court did not address it, perhaps implicitly disagreeing.

43. In conclusion on this point, this Court holds that the invocation of the Sindh Payment of Wages Act, 2015 was valid for the claim of Respondent No.1, notwithstanding the petitioners' trans-provincial character. The Authority had jurisdiction to entertain the claim as the cause of action (non-payment of wages for work in Sindh) arose within Sindh. The proceedings were lawfully taken under the provincial statute.

44. Even if one were to assume, *arguendo*, that there was a jurisdictional overlap, the petitioners' conduct of participating in the proceedings without timely objection would amount to waiver. One cannot wait to see the result and then assail jurisdiction. On equitable grounds too, therefore, petitioners cannot succeed in undoing the process at this stage.

45. In view of the foregoing discussion, this Court finds no merit in the petition. The petitioners have been unable to establish any jurisdictional defect, legal infirmity or violation of law in the decisions of the Wage Authority or the Labour Court that would justify interference under Article 199 of the Constitution. Both forums exercised jurisdiction vested in them and decided the matter in accordance with law and evidence. No ground for setting aside their concurrent findings is made out.

46. Consequently, the petition is **dismissed.** The impugned order of the Authority under the Sindh Payment of Wages Act, 2015 (dated 11.02.2025) as upheld by the Learned Labour Appellate Court (order 05.05.2025) is hereby sustained and shall be given effect forthwith. The petitioners are directed to comply with the said orders and pay to Respondent No.1 the adjudicated amounts (wage arrears and compensation) within 30 days from today, if not already paid, failing which Respondent No.1 may pursue execution as per law. no order as to costs.

47. Before parting, the Court would observe that the petitioners, being an organization operating nationwide, should put in place better internal mechanisms to resolve employees' claims without forcing them into litigation. The unfortunate saga of this case, an employee having to wait years to recover a few months' salary, runs counter to the spirit of welfare ingrained in labour laws. It is expected that the petitioners will heed the lessons from this case and foster a more compliant and empathetic approach towards their workforce, which ultimately serves the ends of justice and industrial peace.

JUDGE