

IN THE HIGH COURT OF SINDH, KARACHI

Constitutional Petition No.D-5844 of 2021

[Ahmed Ali Faridi and others versus Federation of Pakistan and others]

Constitutional Petition No.D-7175 of 2021

[Khaliq Islam and others versus National Bank of Pakistan and others]

Constitutional Petition No.D-4163 of 2025

[Shakeel Ahmed and others versus Federation of Pakistan and others]

Before:

Justice Muhammad Karim Khan Agha

Justice Adnan-ul-Karim Memon

Dates of hearing & Judgment: 08.10.2025

Mr. Rafiq Ahmed Kalwar and Muhammad Yasir, advocates for the petitioners in C.P. Nos. 5844/2021 and 4163/2025.

Mr. Muhammad Arshad Khan Tanoli, advocate for the petitioners in C.P. No.D-7175/2021.

Mr. Faisal Mehmood Ghani and Mohsin Ali, advocates for NBP.

Ms. Wajiha Mehdi, Assistant Attorney General.

J U D G M E N T

Muhammad Karim Khan Agha J. Through these petitions, the petitioners seek the following relief(s):-

C.P. Nos.D-5844/2021 and 4163/2025

A. Declare that the Respondent Bank's act of introducing the Impugned Compromise Agreements (Annexure- E) and issuance of subsequent fixation letters on basis of Agreement are coercive, illegal, unlawful, unconstitutional and were aimed to defeat and frustrate the effect of the directions passed through Judgement dated 21.09.2016 passed in Civil Appeal No. 1644 of 2013 by the Supreme Court of Pakistan and Order dated 15.01.2021 passed in Civil Petition Nos. 4337 to 4339 of 2019, hence, the same are illegal, unlawful, and void ab initio;

B. Declare that the Impugned Compromise Agreements executed by the Petitioners are void and of no legal effect, having been obtained by way of undue influence and to frustrate the Judgement dated 21.09.2016 passed in Civil Appeal No. 1644 of 2013 by the Supreme Court of Pakistan and Order dated 15.01.2021 passed in Civil Petition Nos. 4337 to 4339 of 2019 and in violation of the status quo Order dated 13.08.2020 passed in C.P. No. D-3730 of 2020.

C. Declare/Reaffirm that the classification of MTO (Management Trainee Officers) and non-MTO and subsequent discrimination based on such classification in pay, promotion, remuneration, and emoluments of the employees of the Respondent Bank is mala fide, illegal, and unlawful. unconstitutional and thus void ab initio and of no legal effect and consequence;

D. Direct the Respondent Bank to eliminate the difference of pay, promotion, remuneration and emoluments in between the MTO and non-MTO Employees of the Bank and bring the pay, promotion, perks, remuneration and emoluments of non-MTO employees/Petitioners at par with MTO employees with back benefits and pay the same to Petitioners accordingly including

arrears as decided by the Hon'ble Supreme Court in Judgement dated 21.09.2016 passed in Civil Appeal No. 1644 of 2013 and Order dated 15.01.2021 passed in Civil Petition Nos. 4337 to 4339 of 2019.

E. Direct the Respondent No. 2/Bank to treat the Petitioners at par with other MTO employee in matter of basic pay and promotion on eve of promotions from OG-II to AVP along with all privileges, allowances, bonuses and benefits with effect from the date of promotion to OG-II with all back benefits in line with the Judgements of the Hon'ble High Courts and Supreme Court and award at least one promotion to the next higher grade after four years of service in the grade.

F. Permanently restrain the Respondents, till pendency of the instant Petition, from taking any coercive action and initiating any frivolous inquiry/proceedings against the Petitioners;

G Pass ad-interim orders by restraining the Respondents from taking any adverse action against the Petitioners for challenging the execution of coercive and forceful Compromise Agreement and fixation letters till the final disposal of the instant Petition;

C.P. No.D-7175/2021

- i. *Direct the Respondents to Implement the Judgments of Hon'ble Supreme Court of Pakistan dated 21.09.2016, passed in Civil Appeal No.1644/2013 and Order dated 15.01.2021 passed in Civil Petitions No.4337 to 4339 /2019 as well as judgment of this Hon'ble Court passed in CPD.No.3730/2020 and to extend the same treatment to Petitioners as were allowed to similarly placed non-MTOs, in the light of principles of law settled in Hameed Akhter Naizi case reported in 1996 SCMR 1185 and further quashed the settlement offered by the Respondents contrary to their rights in the light of law laid down in the above said Judgments.*
- ii. *Declare the Impugned Undertaking/Agreement, where under Respondents No.1, 2 & 3, compelled the Petitioners to Surrender or waive their fundamental rights of Equal treatment with the Similarly placed employees determined by the Hon'ble Supreme Court of Pakistan in its judgment dated 21.09.2016, passed in Civil Appeal No.1644/2013 and subsequent settlement contrary thereof are to be illegal, unconstitutional and violative to Article 4, 9 & 25 of the Constitution of Pakistan 1973 and as well as Principles of law laid down by the larger bench of Hon'ble Supreme Court reported in PLD 2007 SC 642.*
- iii. *To Direct the Respondents to treat Petitioners in accordance with law in the light of article 4, 9 & 25 of the Constitution of Pakistan 1973 and eliminate the discriminatory treatment meted out to Petitioners being Non-Management Trainee Officers viz-a-viz Management Trainee Officers (MTOs) in the light of law laid down by the larger bench of Apex Court in the case of I.A. Sherwani V/s. Govt. of Pakistan reported in 1991 SCMR 1041 R 1080-0 &1081-P 1086-Q&R 1089-T.*
- iv. *To restrain the Respondents from taking any adverse coercive action against the Petitioners on account of filing the instant Petition except due course of law and to act strictly in accordance with law during pendency of above petition.*

2. All Petitioners are employees of the National Bank of Pakistan ("NBP") and share identical grievances arising from the Bank's discriminatory treatment between Management Trainee Officers ("MTOs") and non-MTO officers. In

1999, NBP introduced an MTO recruitment scheme under which MTOs received significantly higher pay, perks, and benefits than non-MTOs performing the same duties. Aggrieved employees filed C.P. No. D-417/2010 before this Court, Bench at Sukkur, which on 13.03.2013 held NBP's conduct discriminatory and violative of Article 25 of the Constitution, directing equal treatment for similarly placed employees. NBP's Civil Appeal No. 1644/2013 was dismissed by the Supreme Court on 21.09.2016, affirming that MTOs and non-MTOs perform identical duties and that any pay distinction is unconstitutional. The Supreme Court ordered equal salary and benefits from the date of this Court's judgment. Despite the binding nature of this judgment (in rem), NBP extended benefits only to the original litigants and continued the MTO/non-MTO classification, maintaining pay disparities. Numerous employees sought equality through subsequent petitions across various High Courts. The Peshawar High Court in W.P. No. 2228-P/2013 vide judgment dated 30.05.2018 again directed parity in pay and promotions; NBP's challenge in C.P. No. 3435/2018 was dismissed by the Supreme Court on 02.10.2019, leading to compliance for that petitioner. It is urged that to circumvent these rulings, NBP introduced a Compromise Agreement, coercing non-MTO employees to sign under threat of delayed increments and withheld promotions. This Agreement effectively nullified employees' rights recognized by the Supreme Court. This Court, in C.P. No. D-3730/2020, declared the Agreement illegal on 10.03.2021, yet NBP continued pressuring employees to sign it. Employees who signed received lesser pay effective from 2020, while others received arrears from 2013, causing further discrimination. The Supreme Court, in C.P. Nos. 4337–4339/2019 vide Order dated 15.01.2021, reaffirmed that both categories are entitled to identical treatment. It is emphasized that NBP's actions introducing the compromise agreement and differentiating pay, promotions, and benefits violate Articles 4 and 25 of the Constitution, the NBP (Staff) Service Rules, 1973 and 1980, and constitute contempt of the Supreme Court's binding judgments. It is urged that the Petitioners, in a weaker bargaining position, were coerced into signing the illegal and unilateral compromise agreement, amounting to a withdrawal of their constitutional and judicially recognized rights. For convenience sake, an excerpt of the judgment dated 21.9.2016 of the Supreme Court is reproduced as under:-

8. *It may be observed that Article 5 of the Constitution of Pakistan, not only obligates the State functionaries but so also the statutory bodies, authorities and functionaries to act fairly and treat all persons similarly placed in like manner, as mandated in terms of Article 4 and 25 of the Constitution of Islamic Republic of Pakistan, 1973 mare so when both the category of officer le. MTO and non-MTO possess contemporary qualification, perform same nature of duties, transferred and posted vice each other and occupy similar grade NBP, a statutory body, cannot be allowed to create artificial distinction or classification between the MTO and non-MTO officers working in same grade merely for the purposes of discriminating them in terms of salary package. NBP Is equally bound to obey the Constitution and law. In this view of the matter learned counsel for the appellants has not been*

able to distinguish and differentiate between the two set of officers working in same grade on the strength of any measurable yard stick or rational criteria or distinction, merely different appointing procedure and or different qualification at the time of Induction, does not provide any Justification to treat them differently in terms of financial emoluments more particularly when at the moment they are on the same level field in terms of qualification and job description.. No exception to the Impugned judgment is called for

9. However the Respondents non-M/O officers would be entitled for same salary, perks and emoluments as are applicable and payable to the NTO officers working in contemporary grades from the date of Judgment of the Sindh High Court effective from 13.3.2013, arrears for the difference in such salary/emoluments be paid by the NBP to the Respondents in six equal installments along with monthly salary from ensuing month

10. In this view of the matter, we do not see any factual or legal infirmity in the impugned order. Accordingly, the appeal is dismissed.

3. Subsequently, the Supreme Court vide order dated 02.10.2019, in the case of National Bank of Pakistan vs Muhammad Naseem, passed the following order:-

The Peshawar High Court vide the impugned judgment dated 30.05.2018 has decided the matter squarely on the basis of the judgment of this Court passed in CA. No. 1644 of 2013 [National Bank of Pakistan through its President v. Ashfaq Ali & others] arising from the order dated 13.03.2013 passed by the High Court of Sindh, Bench at Sukkur in C.P.No.D-417 of 2010, wherein also the same question was involved as to whether there can be disparity or intelligible differentia in making the payment of salary between OG-1/00-2 and MTOs employed by the Bank in the position of OG-1/OG-2 After deliberations of the matter, a three member bench of this Court, has decided the issue and the operative part is as follows.

"8. It may be observed that Article 5 of the Constitution of Pakistan, not only obligates the State functionaries but so also the statutory bodies, authorities and functionaries to act fairly and treat all persons similarly placed in like manner, as mandated in terms of Article 25 of the Constitution of Islamic Republic of Pakistan, 1973 inasmuch as when both the category of officer i.e. MTO and non MTO possess contemporary qualification, perform same nature of duties, transferred and posted vide each other and occupy similar grade NBP, a statutory body, cannot be allowed to create artificial distinction or classification between the MTO and non-MTO officers working in same grade merely for that purposes of discriminating them in terms of salary package, NBP is equally bound to obey the Constitution and law In this view of the matter learned counsel for the appellants has not been able to distinguish and differentiate between the two set of officers working in same grade on the strength of any measurable yard stick or rational criteria or distinction, merely different appointing procedure and or different qualification at the time of indication, does not provide any justification to treat them differently in terms of financial emoluments more particularly when at the moment they are on the same level field in terms of qualification and job description No exception, to the impugned judgment is called for.

9. However the Respondents non-MTO officers would be entitled for same salary, perks and emoluments as are applicable and payable to the MTO officers working in contemporary grades from the date of Judgment of the Sindh High Court effective from 13.3.2013, arrears for the difference in such salary/emoluments

be paid by the NBP to the Respondents in sic equal instalments along with monthly salary from ensuing month."

2. *The impugned judgment having been passed on the basis of judgment of this Court mentioned above, the learned ASC for the petitioner was unable to make any distinction between the instant case and the case which was decided by the High Court of Sindh and upheld by this Court vide judgment dated 21.09.2016. The question of intelligible differentia was also considered by the High Court in its order, so also by this Court in Its judgment and appropriately held that there was no intelligible differentia among the categories of employees already employed by the petitioner in the past of OG-1/00-2 and MTO appointed In 00-1/OG-2 Where the matter stands conclusively decided by this Court, it was unfortunate that the petitioner came to thin Court again raising the same issue and we were mindful of passing some observations against the petitioner-bank in this regard but restrained ourselves from doing so, However, in future the bank officials must be careful in dealing with such matters. The petition in dismissed and has been refused. All pending CMAs are also disposed of."*

4. Learned counsel for the Petitioners contended that the Respondent Bank's classification of officers as *MTO* and *non-MTO* and the resulting discrimination in pay, promotion, and emoluments is illegal, unconstitutional, mala fide, and violative of Articles 4, 8, 9, 14, and 25 of the Constitution, as already declared by the Hon'ble Supreme Court in Civil Appeal No. 1644 of 2013 (Judgment dated 21.09.2016) and reaffirmed in Civil Petitions Nos. 4337–4339 of 2019 (Order dated 15.01.2021). He argued that the impugned compromise agreement was obtained under coercion and duress, as employees were in a weaker bargaining position and compelled to sign under threat of losing increments and promotions. Such conduct amounts to fraud on the statute, as held in **2005 SCMR 100** (*Ikram Bari & Others v. NBP*). The said Agreement was introduced deliberately to defeat and frustrate the directions of the Supreme Court and is therefore illegal, void, and in contempt of the Court's orders, including the status quo order dated 13.08.2020 in C.P. No. D-3730/2020. Counsel further submitted that the *MTO/non-MTO* classification is foreign to both the statutory Service Rules, 1973, and non-statutory Rules, 1980, and its continuation unlawfully alters the Petitioners' regularized service terms. The fixation letters issued pursuant to the Compromise Agreement curtailing lawful pay and benefits are discriminatory and unconstitutional. He relied upon the cases of *Hameed Akhtar Niazi v The Secretary Establishment Division, Government of Pakistan & others* **1996 SCMR 1185**, *Tara Chand & others v Karachi Water and Sewerage Board, Karachi and others* **2005 SCMR 499**, and *Government of Punjab & others v Sameena Parveen and others* **2009 SCMR 1**, wherein it was held that judgments on service matters must benefit all similarly placed employees, even if not parties to the litigation. The learned counsel emphasized that the respondent-bank, abusing its dominant position, coerced employees into signing the Compromise Agreement, thereby curbing their fundamental and judicially recognized rights and causing substantial financial loss. Such acts, being arbitrary, exploitative, and contrary to the

principles of natural justice, render the compromise agreement executed in 2020 and subsequent fixation letters void ab initio and of no legal effect. In support of his contentions, he also relied upon the cases reported as Yousuf Sani and another v Muhammad Khalid and others **2005 SLJ 1486**, *Shahid Nabi Malik & others v Province of Sindh & others* **2014 CLC 1792**, *Habibullah v Government of the Punjab and others* **PLD 1980 Lahore 337**, He lastly prayed for allowing these petitions.

5. Learned counsel for the Respondent Bank contended that NBP does not fall within the ambit of Article 199(5) of the Constitution; as such, a constitutional petition against it by its employees before the High Court in its constitutional jurisdiction is not competent. Besides, no statutory service rules govern the Respondent Bank's employees; as such, the earlier statutory rules of NBP stand repealed by the National Bank of Pakistan (Staff) Service Rules, 2021, and therefore, this Court lacks jurisdiction to entertain the constitutional petition under Article 199 of the Constitution. He next argued that all Petitioners, being non-MTO employees, voluntarily executed Compromise Agreements with the Bank and received benefits thereunder, thereby creating valid and binding contracts. Having accepted and utilized such benefits, the Petitioners are estopped by their conduct and cannot now challenge the same as an afterthought; therefore, the Petitioners' plea is barred by the doctrine of approbate and reprobate, which holds that one cannot accept and reject the same instrument. He added that petitioners accepted the benefits under an agreement must also bear its corresponding obligations and cannot later repudiate it unilaterally and challenge it in a constitutional petition. He emphasized that once a party has chosen one of two inconsistent rights, it cannot subsequently claim the other. He next submitted that the Petitioners raised no objection or reservation and produced no evidence that the subject agreements were signed under protest; hence, their conduct shows they voluntarily opted to sign the agreements, and therefore cannot challenge the contents of the agreement in a writ petition. As such, there is no irregularity or perversity in the impugned agreements. He argued that at the time of execution, the Petitioners were fully aware of the Supreme Court's judgments, yet chose to settle matters through out-of-court agreements executed across Pakistan without any coercion, threat, or harassment. Counsel further maintained that no violation of fundamental rights or constitutional provisions has occurred, and allegations of illegality, discrimination, or mala fides are baseless and denied. The terms and conditions of service remain unchanged, and no credible evidence has been produced to establish duress or undue influence. He asserted that the respondent bank has not violated any court orders of the supreme court and the policy is lawful and accepted by all stakeholders, and that the only issue is its implementation, ensuring no employee is treated unfairly while similarly placed

employees have already benefited under the policy. He argued the as per prayer clauses this petition is not maintainable as this court cannot look into the contractual obligation under Article 199 of the constitution. In support of his contentions, he relied upon the cases of Enmay Zed Publications (PVT) through Director General v Sindh Labor Appellate Tribunal and others **2001 SCMR 565**, Pakistan Muslim League and others v Federation of Pakistan & others **PLD 2007 SC 642**, Pakistan Post office v Settlement Commissioner and others **1987 SCMR 1119**, Pakistan International Airline v Tanweer-ur-Rehman and others **PLD 2010 SC 676**, Muhammad Mubeen-ur-Salam and others v Federation of Pakistan & others **PLD 2006 SC 602**, Pakistan Electric Power Company v Syed Salahuddin and others **2022 SCMR 991**, The General Manager Punjab Provincial Cooperative Bank LTD & others v Ghulam Mustafa and others **2024 SCMR 1458**, Chairman Board of Control Canteen Stores HQ Rawalpindi and others v Muhammad Azam Khan, **2024 SCMR 862**, Sui Southern Gas Company LTD v Zeeshan Usmani and others **2021 SCMR**, Sui Southern Gas Company Limited v Saeed Ahmed Khoso and another **2022 SCMR 1256**, Pakistan Telecommunication Company LTD v Muhammad Samiullah **2021 SCMR 998**, Miss Naureen Naz Butt v Pakistan International Airlines and others **2020 SCMR 1625**, Pakistan Telecommunication Co LTD v Iqbal Nasir and others **PLD 2011 SC 132**, Syed Nazir Gillani v Pakistan Red Crescent Society and another **2014 SCMR 982**, Habib Bank LTD v The State **2013 SCMR 840**, Abdul Wahab & others v HBL and others **2013 SCMR 1383**, Salahuddin & others v Frontier Sugar Mills & Distillery Ltd & others **PLD 1975 SC 244**, Nisar Ahmed v Director Chiltan Ghee Mills and another **1987 SCMR 1836**, Printing Corporation of Pakistan v Province of Sindh and others **PLD 1990 SC 452**, Zarai Taraqiat Bank Limited and others v Said Rehman and others **2013 SCMR 642**, Muhammad Zaman & others v Government of Pakistan & others **2017 SCMR 571**, Muhammad Tariq Badr and another v Naional Bank of Pakistan and others **2013 SCMR 314**, Mst. Nawab Bibi and another v Chairman Allotment Committee and others **PLJ 1987 SC 181 609**, Lahore Bachao Tehrik v Dr. Iqbal Muhammad Chauhan and others **2015 SCMR 1520**, SME Bank Limited and others v Izhar-ul-Haq **2019 SCMR 939**, Shameer v Board of Revenue & others **1981 SCMR 604**, The Chandpur Mills Ltd v District Magistrate Tippera and others **PLD 1958 SC 267**, Messers Momin Motor Company v The Regional Transport Authority Dacca and others **PLD 1962 SC 108**, Revenue Employees Cooperative Housing Society Limited and others Mst. Bachoo and others **2001 SCMR 155**, Secretary to the Government of the Punjab Forest Department, Punjab Lahore v Ghulam Nabi and others **PLD 2001 SC 415**, Auranzaib v Medipak PVT Ltd and others **2018 SCMR 2027**, Sardar Ali Khan v State Bank of Pakistan and others **2022 SCMR 1454**, Asrar Ahmed & others v Chairman Pakistan Aeronautical Complex **2023 SCMR 1427**. He lastly prayed for the

dismissal of these petitions being not maintainable under Article 199 of the Constitution.

6. In rebuttal, learned counsel for the petitioners argued that the respondent bank is a government-owned statutory corporation performing essential state functions, and thus amenable to writ jurisdiction under Article 199 of the Constitution. He maintained that its employees may seek redress of service grievances through this Court. He argued that a Supreme Court judgment declaring a classification unconstitutional and having in rem effect binds all courts and parties; thus, any compromising agreement contradicting it is void to that extent. He argued that under the Contract Act, agreements procured by coercion, undue influence, or fraud and signed in violation of the decision of the court of law are voidable, and since the petitioners signed these compromise agreements under duress and threat of termination of services, such compromises are challengeable under Article 199 of the Constitution, which protects the fundamental/service laws of the employees. He further contended that no compromise agreement can override or waive constitutional rights, and any clause violating constitutional norms/ judgment of the Supreme Court is void and unenforceable, not binding upon the parties, and liable to be set aside. He submitted that the respondent bank, to circumvent the Supreme Court judgment in *NBP v. Ashfaq Ali & others* (arising from the order dated 13.03.2013 in C.P. No. D-417/2010, Sukkur Bench), coerced the petitioners into signing the compromise agreement under threat of termination, making the agreements unlawful and liable to annulment.

7. The learned Assistant Attorney General partially supported the respondent bank, arguing that compromise agreements cannot be challenged under Article 199 of the Constitution. While this is generally correct, if such agreements contradict the Supreme Court's findings, this Court may examine their legality under Articles 199 and 187(2) of the Constitution.

8. After hearing the parties and examining the record, we hold that NBP, being a statutory corporation, is amenable to this Court's constitutional jurisdiction under Article 199 of the Constitution. As affirmed in the case of *Muhammad Naeem v. Federation of Pakistan and others* **2023 SCMR 301**, the Supreme Court observed that while NBP's employees governed by statutory rules may seek redress under writ jurisdiction, this does not merge NBP with the Federal Government nor render its employees government servants. Therefore, this objection is overruled.

9. The Supreme Court has reaffirmed that the National Bank of Pakistan, being a statutory body, is constitutionally bound under Articles 4, 5, and 25 of the Constitution to act fairly and avoid discrimination among employees who are

similarly placed. It was held that MTOs (Management Trainee Officers) and non-MTO officers working in the same grade (OG-1/OG-2), having similar qualifications, duties, and responsibilities, cannot be treated differently in terms of salary, perks, or emoluments. A difference in recruitment procedure or initial qualification at induction does not justify financial discrimination once both categories hold equivalent posts and perform identical functions. The Supreme Court directed that non-MTO officers be given the same salary and benefits as MTOs from 13 March 2013, with arrears payable in six equal installments. The Supreme Court also dismissed NBP's appeal, noting that the matter had already been conclusively decided in earlier cases (*NBP v. Ashfaq Ali & others*, CA No. 1644/2013) and that the Bank should refrain from repeatedly raising the same issue.

10. The core issue for determination is whether the Supreme Court's judgment rendered in the case of *NBP v. Ashfaq Ali & others* applies to all similarly placed employees, and whether the compromise agreements of 2020 and other agreements made from time to time, if any, were obtained through coercion, threat, or undue influence to defeat the supreme Court's ruling on the MTO/non-MTO pay disparity. The crux of the agreement is that the employee irrevocably waives and discharges any claims past, present, or future against the employer (NBP) and related persons, including any claim about employment status or being treated as a non-Management Trainee Officer, etc., which the petitioners claim against the judgment of the Supreme Court. For convenience sake, an excerpt of clause 2 of one of the agreements is reproduced as under:-

"The Employee hereby forever irrevocably and unconditionally discharges NBP and all its directors, shareholders, executives, officers and employees (together, the "Discharged Parties") from and against any and all claims and demands in relation to or arising out of the status of employment or any demand or claims with regards to the status as non-Management Trainee Officer, and/or any other claim or demands of whatsoever nature against the Discharged Parties, all of which fully and wholly stand waived by the Employee."

11. In **PLJ 2021 SC 161** (*Mirza Abid Baig / Zahida Sabir*), the Supreme Court held that a compromise agreement may be set aside if obtained through undue influence or coercion. Courts have consistently ruled that estoppel cannot override statutory or constitutional mandates, and any agreement inconsistent therewith is unenforceable. In **PLJ 2008 SC 137** (*Muhammad Afzal Khan v. Mian Ashfaq Ahmad*), the Supreme Court reaffirmed that agreements contrary to law or fairness cannot be enforced. A Supreme Court judgment with in rem effect binds all courts and parties; thus, agreements that contradict it are void to that extent. Under the Contract Act, contracts obtained by coercion or undue influence are voidable, and since the Petitioners have shown duress, such compromise agreements are challengeable under Article 199 of the Constitution. No agreement can waive non-derogable constitutional rights, and any clause violating them is void. The objection is therefore answered accordingly.

12. The Supreme Court in CA No.1644/2013 declared the MTO/non-MTO pay distinction arbitrary, discriminatory, and unlawful, directing equalization of pay and benefits. This ruling was reaffirmed in later proceedings. This judgment operates in rem, extending to all similarly placed employees; thus, NBP cannot lawfully evade its implementation through selective or coercive compromise agreements. However, NBP's defence of estoppel or approbation and reprobation can only succeed if it is shown that each Petitioner voluntarily and with full knowledge executed the compromise and received substantial benefits without coercion. It is well settled that any agreement obtained through coercion, undue influence, or fraud is voidable under the Contract Act, and courts may set aside such compromises when they result from economic duress or abuse of dominant position.

13. In view of the above, since the Supreme Court of Pakistan has held the distinction between MTO and non-MTO officers to be arbitrary, discriminatory, and unlawful, directing equalization of pay, promotions, and benefits with retrospective effect, applicable to all similarly placed employees. The Respondent Bank's impugned compromise agreements, aimed at circumventing these judgments, are not binding in nature and cannot be acted upon, as prima facie, this defeats the judgment of the Supreme Court. NBP's claim of estoppel cannot succeed, at this stage, as the Petitioners' acceptance of the terms of agreement was/is contrary to the aforesaid decision. Accordingly, the Petitioners are entitled to immediate equalization of pay, promotions, perks, and allowances, in terms of the judgment rendered by the Supreme Court in the case of NBP v. Ashfaq Ali & others, and the order dated 2.10.2019; the compromise agreements and subsequent steps are of no legal effect.

14. These petitions are allowed in the above terms with pending application(s).

HEAD OF CONST. BENCHES

JUDGE

Shafi