OFFICE OF THE SINDH LABOUR COURT NO.IV AT KARACHI
Grievance application No.10/2025
U/S 34 of SIRA, 2013

TALIB HUSSAIN
S/O Rasool Bux
Muslim, Adult, Resident of [redacted]
Karachi.....Applicant

VERSUS

STAR GENERAL HOSPITAL
Through His Administrator/Management
Cm 46 Shamsi Cooperative Society, Wireless Gate, Shah Faisal Colony
Karachi.....Respondent

Appearance:
Mr.Abdul Wahab learned counsel for .....Applicant
Mr. Maula Buksh Khoso & Ms Sana Junjhi learned counsel for .....Respondent

JUDGMENT
Dated 11.02.2026

By this judgment I intend to dispose of application under section 34 of Sindh Industrial Relations Act 2013 (hereinafter referred to as: 'the Act of 2013') filed by Talib Hussain (hereinafter referred to as: 'the applicant') for setting aside verbal termination order dated 18.03.2025, and for his reinstatement with back benefits in the commercial establishment Star General Hospital (hereinafter referred to as: 'the respondent ')

2. The facts outlined in the Grievance Application are that the applicant is a permanent workman of the respondent within the meaning of the Industrial and Commercial Employment (Standing Orders) Act, 2015, the Sindh Industrial Relations Act, 2013, and other applicable labour laws. He was employed as a Driver with the Respondent hospital since 2016, continuously and without break, and was last drawing a salary of Rs.30,000/- basic pay plus Rs.7,500/- allowances, totaling Rs.37,500/- per month (documents annexed). At the time of appointment, no appointment letter was issued in violation of Standing Order 2-A, a practice uniformly adopted by the Respondent to evade statutory obligations. Despite rendering nearly nine (09) years of honest, loyal, and unblemished service, the Applicant was illegally and verbally terminated on 18-03-2025, without issuance of any show-cause notice, inquiry, written termination order, or prior notice, in flagrant violation of mandatory labour laws and principles of natural justice. Throughout his service, the Applicant was unlawfully deprived of statutory benefits including EOBI registration, annual/casual/sick leaves, overtime payments, bonus, and other lawful entitlements, and no complaint or adverse remark was ever recorded against him. That after the illegal termination, the Applicant repeatedly approached the Respondent for reinstatement with full back benefits or, in the

alternative, for settlement of lawful dues including 18 days' salary for March 2025, salary in lieu of notice, gratuity for service from 2016 to March 2025, EOBI registration details, and all statutory benefits, but the Respondent failed to respond and instead subjected the Applicant to intimidation. The Applicant duly served two statutory grievance notices dated 10-04-2025 and 02-05-2025, both received by the Respondent, yet deliberately ignored. The Applicant remains unemployed due to the Respondent's unlawful acts. The cause of action arose on 18-03-2025 upon illegal verbal termination and continued thereafter due to non-response to grievance notices. The Applicant has no alternate efficacious remedy except to invoke the jurisdiction of this Honourable Court, which possesses statutory, pecuniary, and territorial jurisdiction, the Respondent establishment being situated within the limits of P.S. Al-Falah. It is therefore prayed that the verbal termination dated 18-03-2025 be declared illegal and set aside, the Applicant be reinstated with full back benefits, or alternatively, the Respondent be directed to pay all lawful dues and statutory benefits, along with any other relief deemed just and proper in the circumstances.

3. The respondent, after being served with the notice, filed a written statement through its representative Salman Tauheed, in which he submitted that Star General Hospital is a privately owned medical facility situated in Malir, Karachi, operational since the year 2000, comprising approximately ten (10) beds and primarily providing maternal and pediatric healthcare as a primary-to-secondary care centre. The hospital offers outpatient services, basic diagnostics, ultrasonography, and minor to intermediate surgical procedures; however, it has no ICU or HDU facilities, does not cater to critically ill or emergency cases, and does not own or operate any ambulance or staff transportation service, nor is any vehicle registered in its name. Ambulance services, when required, are arranged through independent third-party providers such as Chhipa or Aman Foundation. The hospital functions as a professional medical institution and not as an industrial or commercial enterprise. The applicant, Talib Hussain, was never employed by Star General Hospital in any capacity. He was engaged purely in a private and domestic capacity by Dr. Shahid Mehmood, a medical practitioner associated with the hospital, around mid-2018, strictly as a personal chauffeur for non-commercial transportation of Dr. Mehmood's family members. The applicant was never placed on the hospital's payroll, nor any appointment letter or employment documentation was issued to him, nor was he assigned any duties connected with the hospital's operations. The hospital neither owns vehicles nor employs drivers. Any remuneration paid to the Applicant was disbursed privately in cash by Dr. Shahid Mehmood, along with voluntary humanitarian assistance extended from time to time on compassionate grounds, which in law cannot be construed as employment benefits or evidence of an industrial or contractual employment relationship. The applicant voluntarily abandoned his private engagement during Ramzan 2025 by returning the vehicle keys, ceasing communication, and disengaging without notice, and his claim of termination is therefore false and misleading. The subsequent assertion of employment with Star General Hospital is a fabricated afterthought lacking documentary foundation. The Applicant does not qualify as a "workman," nor does the hospital fall within the definition of an "industrial establishment" under the Sindh Industrial Relations Act, 2013 or the Standing Orders law. The dispute, if any, is purely domestic and personal in nature and does not constitute an industrial dispute.

4. Following issues were framed from the pleadings of the parties.

1. Whether the Applicant's job was terminated verbally by the respondent on 18-03-2025.

2. Whether formal employer-employee relationship between the respondent and the applicant respectively was not existing.

3. Whether the applicant is entitled to the relief claimed for.

4. What should the Judgment/order be?

5. In support of his claim,the applicant examined himself at Ex. 4. He produced his Affidavit in Evidence at Ex:4A; original CNIC bearing no [redacted] at EX:4B; original employee I.D card at Ex:4C; original employee I.D Card bearing No:115-6 as Ex:4D; original driving license at Ex:4E; copy of the attendance register for the Month of September, 2024 at Ex:4F; copy of the salary register dated 03.02.2025 at Ex:4G; original legal notice for clearance of outstanding dues dated 10.04.2025 at Ex:4H; computer generated tracking report dated 11.04.2025 at Ex:4(I):original second legal notice for clearance of outstanding dues dated 02.05.2025 at EX:4J; original courier receipt dated 02.05.2025 at Ex:4K; computer generated tracking report dated 02.05.2025 at Ex:4L. The applicant being a deponent of the affidavit in evidence was subjected to cross-examination by the respondent's counsel.

6. In defense, the respondent submitted an affidavit from its authorized representative Salman Tauheed who was examined at Ex 5; and original authorization letter dated 01.07.2025 at Ex:58. The respondent also examined witnesses namely Muhammad Jameel, the Admin Officer and Mansoor Ahmed, Accountant at Ex. 6 and 7 respectively. Muhammad Jameel produced his affidavit in evidence at Ex.6A and original statement of payment made by Dr. Shahid Mahmood to the applicant at Ex:6B. The witness Mansoor Ahmed produced his affidavit in evidence at Ex.7A; original bank payment voucher dated 04.03.2025 amounting Rs:8,57,245/- at Ex:7B; original list of bank letter salary sheet for the month of Feb, 2025 at Ex:7C; original letter of transfer of account against salary Cheque No:00179593 dated 04.03.2025 in 2 pages at Ex:7D; original bank payment voucher dated 04.03.2025 amounting Rs:30,659/- at Ex:7E; original list of bank letter salary sheets for the month of February, 2025 at Ex:7F; original bank payment voucher dated 04.03.2025 amounting Rs:1,62,381/- at Ex:7G; original list of bank letter salary sheet for the month of February, 2025 at Ex:7H; original bank payment voucher dated 03.10.2025 amounting Rs:7,99,373/- at Ex:7(I); original list of bank letter salary sheet for the month of September, 2024 at Ex:7J; original bank letter for the transfer of amount against salary cheque No:00171679 dated 03.10.2024 in 2 pages at Ex: 7K; bank payment voucher dated 03.10.2024 as Ex: 7L; original list of bank letter salary sheet for the month of September, 2024 at Ex:7M; original bank payment voucher dated 03.10.2024 amounting Rs:2,41,911/- at Ex:7N; and original list of bank letter salary sheet for the month of September, 2024 at Ex:7O. The said representative and the 2 witnesses, being deponents of the affidavits in evidence, were cross-examined by the applicant's counsel.

6. Learned counsel for the applicant argued that: the applicant was a permanent worker of the respondent as he was appointed by respondent as a driver in 2016. ID card was issued to him. attendance register sheet produced by him reveals his attendance along with other employees. he was removed verbally without paying his dues; the applicant was terminated, without giving any show cause notice or charge sheet, through a verbal order; that the verbal termination was a sheer violation of Standing Orders. He further argued that Grievance Notice was not replied; that Dr Shahid was owner of the respondent hospital, his service card was issued by respondent and it was first time challenged at the stage of evidence. The witnesses examined produced manipulated incomplete records with mala fide. Only defense is that the applicant was an employee of Dr Shahid hence the Grievance Application may be allowed.

. Learned counsel for the respondent conversely argued that: the respondent has, at the outset, ıement denied the very existence of any employer–employee relationship between the plicant and Star General Hospital; the applicant was never borne on the payroll of the hospital. r was he appointed by the establishment in any capacity. rather, the applicant was merely a rsonal driver engaged by Dr. Shahid Mehmood in his individual capacity, and any services ıdered by him were personal and domestic in nature, not institutional; the attendance and salary cords for September 2024 (Ex-7M and Ex-7O), represent the complete staff strength of the spital for that period and conspicuously do not include the name of the applicant; the said ocumentary evidence, being part of the regular payroll and payment system of the hospital, ecisively rebuts the applicant's claim of employment; the grievance application is incompetent for vant of a valid grievance notice; the two notices dated 10.04.2025 and 02.05.2025 (Ex-4H and Ex-4J) are described as mere legal notices for recovery of alleged dues, not grievance notices within the contemplation of the statute; both notices were issued by an Advocate at a time when no valid authorization or vakalatnama existed in his favour, as the vakalatnama having been executed subsequently on 27.05.2025, thereby rendering the notices legally defective; neither notice specifically challenged the alleged verbal termination nor seeks reinstatement into service; rather, they only demand salary, gratuity, EOBI registration, and other financial benefits; issuance of a proper grievance notice challenging termination and seeking reinstatement is a mandatory condition precedent for invoking the jurisdiction of the Labour Court, and in its absence the application is liable to dismissal, for this view learned counsel relied upon the case reported as PLD 1980 SC 80, 2012 PLC 381, 2006 PLC 569, and 2002 PLC 17; the applicant has failed to produce any appointment letter and the burden of proof nevertheless remained upon him to establish the relationship of employment through credible evidence; the service ID cards (Ex-4C and Ex-4D) are unreliable and fabricated, and the administrative officer, Mr. Salman Tauheed, categorically denied his signature on the card and asserted that the signatures were printed/manipulated and forged; the cards appear expired and irregular on their face, therefore, these documents cannot be treated as proof of employment with the hospital; the attendance register (Ex-4F) and salary register (Ex-4G), produced by the applicant, are illegible photocopies, lacking institutional insignia, signature of authorized officers, or clear linkage with the respondent hospital; the administrative witness denied their authenticity, and the applicant failed to summon or produce the original registers allegedly in the custody of the hospital, hence, the documents lack evidentiary sanctity and cannot be relied upon. the accountant witness, Mr. Mansoor Ahmed, produced comprehensive payroll documentation for relevant months (including September 2024 and February 2025), demonstrating that salaries were disbursed through bank transfer, cheque, and cash across serial numbers covering the entire staff strength and the applicant's name does not appear in any of these records; the genuineness of these payroll documents has not been effectively impeached, and they conclusively establish that the applicant was never part of the hospital's workforce; the applicant has failed to prove the existence of an employment relationship, failed to establish illegal termination, and failed to comply with the mandatory statutory preconditions of Section 34 of the Sindh Industrial Relations Act, 2013, hence, the grievance application is liable to be dismissed.

8. I have gone through the entire material available on the record. My findings on aforementioned issues with reasons are as under:

FINDINGS AND REASONS

ISSUE NO 1 and 2

9. These two issues are appropriately decided together because they go to the jurisdictional root of the present proceedings. A grievance petition under Section 34 of the Sindh Industrial Relations Act, 2013 is not maintainable in the abstract. The Labour Court's jurisdiction is attracted only where the claimant first establishes that he is a "workman/employee" of the respondent establishment and that a legally cognizable employer–employee relationship existed between the parties. Equally, even where such relationship is assumed for the sake of argument, the jurisdiction of the Court still remains conditioned upon compliance with the statutory scheme of Section 34, including the issuance of a valid grievance notice challenging the impugned action. Reliefs such as reinstatement, back benefits, continuity of service, or statutory dues do not arise in vacuo: they are the legal consequences of a proven contract of service unlawfully severed by the employer. It follows that where the claimant fails to prove (i) employment by the establishment, and/or (ii) illegal termination attributable to the establishment, and/or (iii) compliance with the mandatory statutory precondition of grievance notice, the proceedings cannot be sustained.

10. The first point within the scope of these issues concerns the threshold fact of status and relationship. It is settled that absence of a formal appointment order is not, by itself, fatal; however, where the relationship is specifically and categorically denied, the claimant's evidentiary burden becomes more exacting. The applicant must place on record cogent, reliable, and preferably primary evidence, or at minimum a consistent chain of circumstantial documentary proof, showing (a) engagement by the establishment as such (not merely by an individual connected with it); (b) payment of wages by or through the establishment; and (c) integration into the establishment's workforce, as reflected in attendance registers, duty rosters, payrolls, bank transfer lists, or statutory registrations (EOBI/SESSI). Only upon laying such foundational material can any shift in evidentiary onus be contemplated. In a denied-relationship case, mere assertion, even if repeated, cannot displace documentary probability.

11. When the applicant's evidence is tested on these touchstones, it suffers from structural deficiencies which materially diminish its probative force. The applicant asserts appointment as a driver in 2016, claims issuance of service/identity cards, relies upon photocopies of attendance/salary-related documents, and pleads verbal removal without dues. Yet, for an alleged tenure spanning nearly a decade, the record discloses no dependable wage trail: no appointment letter, no wage slips, no signed salary acknowledgments, no bank salary credits in the applicant's account, no leave record, no contemporaneous correspondence, and no statutory employment record from 2016 onwards. In industrial adjudication, long duration of alleged service ordinarily generates at least some consistent documentary footprints; the complete absence of such primary indicia does not merely create a gap, it materially weakens the probability that the alleged institutional employment ever existed. A claim of continuous service may be proved without an appointment letter, but it cannot be proved without any reliable footprint of institutional remuneration, control, or integration.

12. The applicant's reliance on the attendance and salary documents (Ex-4F and Ex-4G) also does not bridge this deficiency. These documents are disputed as photocopies that are illegible or incomplete and lacking clear institutional markers; they do not unambiguously bear the respondent hospital's particulars nor are they authenticated by signatures of responsible officers. Once a document is denied by the purported issuer and is facially deficient in intrinsic indicia of authenticity, judicial prudence does not permit the Court to treat it as reliable primary proof merely because it is produced by a party. The evidentiary principle is not that every produced paper

becomes probative; rather, probative value arises from authenticity, linkage, and reliability. Similarly, the service/ID cards (Ex-4C and Ex-4D) were expressly denied by the respondent's administrative witness as expired/printed/forged, with an assertion that the signatures were manipulated. Upon such denial, the burden necessarily reverted to the applicant to establish authenticity through stronger proof, issuance registers, hospital administrative record, printer/vendor trail, or independent corroboration of issuance. No such supporting proof appears. At the highest, these documents may raise a suspicion of some association or presence; however, suspicion is not proof, and association is not synonymous with institutional employment.

13. The second point within the combined scope concerns the respondent's documentary probability, particularly the payroll or attendance material for September 2024 (Ex-7M and Ex-7O). The respondent examined three witnesses who consistently deposed that the applicant was never an employee of the hospital but was engaged as a personal driver of Dr. Shahid Mehmood. Standing alone, oral denial might not conclude the matter; however, the respondent's oral evidence is reinforced by payroll/attendance records said to represent the complete staff list for a relevant month, paid through bank transfer, cheque, and cash, collectively accounting for the workforce. Significantly, the applicant's name does not appear anywhere in these lists. A comprehensive payroll or attendance record for a relevant period is ordinarily a strong objective indicator of whom the establishment itself recognizes and treats as its employees. Where such records are internally consistent and cover all modes of payment, non-appearance of a claimant's name is a powerful improbability against his assertion of being an institutional employee at that time. The applicant's response is an allegation of manipulation and mala fides; however, such a plea requires demonstrated undermining circumstances, internal contradictions, missing pages, inconsistencies with bank letters, material admissions in cross-examination, or proof of systematic omission. Mere allegation, without evidentiary demonstration, cannot dislodge otherwise coherent documentary material.

14. A third point, equally material to the combined issues, concerns the real-world plausibility of the respondent's explanation: that a proprietor or medical director may maintain personal staff for private needs while the hospital maintains a separate formal payroll. This explanation accords with ordinary commercial experience and is not inherently improbable. A personal driver may have access to premises, may occasionally appear within an institutional setting, and may even possess a card-like identification, yet still remain outside the establishment's employment structure. That plausibility becomes stronger, not weaker, when juxtaposed with payroll records excluding the claimant and the absence of a wage trail through the establishment. Conversely, the applicant's theory, that he was continuously employed by the hospital since 2016, suffers from a key improbability: if such were true, it is highly unlikely that he would leave no reliable institutional wage footprint over years, and that his name would be absent from the hospital's staff payroll sheets of a recent month, unless the applicant could demonstrate credible incompleteness or manipulation of those records, which has not been shown.

15. Having found that the applicant failed to establish the foundational relationship, the second limb embedded in these issues: termination and maintainability is that Section 34 embodies a statutory discipline: issuance of a proper grievance notice is a jurisdictional condition precedent, not a dispensable formality. Its purpose is not cosmetic; it is to provide the employer an opportunity to address the grievance before litigation. A valid grievance notice must therefore emanate from the employee or an authorized agent; must specifically challenge the impugned action complained of (such as termination or removal); and must seek redress, including reinstatement where termination is alleged. Superior courts have repeatedly held that where this statutory precondition is not satisfied, the grievance application is not maintainable and the defect is not curable. This rule is not

technicality-driven; it preserves statutory architecture and prevents the labour forum from being invoked without compliance with the legislatively prescribed gateway.

16. On the factum of termination, the applicant alleges verbal termination on 18-03-2025. Yet, beyond his own assertion, there is no corroborative proof: no termination order, no warning or show-cause, no contemporaneous communication, no prompt complaint to any authority, and no independent witness supporting verbal termination. While verbal termination is not unknown in labour disputes, it is precisely because it is easy to allege and difficult to disprove that courts examine it with heightened caution and look for contemporaneous conduct or documentary trace. Here, the alleged termination date is not reflected in any contemporaneous record, and the applicant's evidentiary posture remains solitary. In contrast, the respondent's case, supported by consistent testimony, is that the applicant was not terminated but voluntarily abandoned duties during Ramzan 2025. The respondent's version coheres with the absence of termination record and with the institutional payroll material excluding the applicant. On the balance of probabilities, the respondent's narrative fits the surrounding circumstances more plausibly than an undocumented verbal termination asserted without independent support. Even more decisive is the maintainability objection. The applicant relies upon two notices dated 10-04-2025 and 02-05-2025 (Ex-4H and Ex-4J) as grievance notices. However, both notices were issued through an Advocate at a time when no vakalatnama or authority existed in his favour; the vakalatnama on record is dated 27-05-2025, i.e., subsequent to both notices. Independently of authority, the contents of both notices are equally fatal: they demand clearance of alleged dues (salary, gratuity, EOBI, etc.) but do not challenge the alleged termination and do not seek reinstatement or redress of removal from service. On their plain reading, they are recovery-oriented legal notices, not grievance notices within the meaning of Section 34. To accept such notices as grievance notices would dilute statutory design and convert every demand notice into a jurisdiction-triggering instrument, an outcome consistently rejected by superior courts. The defect is not curable because the statute requires the grievance notice to precede litigation as a condition precedent.

17. Viewed holistically, therefore, the combined findings are compelled. On the first axis (relationship) the applicant has failed to discharge the initial burden of proving that he was an employee/workman of the respondent hospital, as distinct from a personal employee of Dr. Shahid Mehmood. On the second axis (termination and maintainability) even, for the sake of arguments, the applicant has failed to establish that termination occurred at the hands of the respondent, and, in any case, he failed to comply with the mandatory statutory requirement of issuing a valid grievance notice challenging termination and seeking reinstatement. Each of these defects is independently fatal; collectively, they foreclose jurisdiction.

18. Accordingly, Issues Nos. 1 and 2 are decided against the applicant and in favour of the respondent. The employer–employee relationship between the applicant and the respondent establishment is not proved on the record to the standard of balance of probabilities. The alleged illegal termination is not proved; and, furthermore, the grievance application is not maintainable in law for non-compliance with the mandatory statutory precondition of a valid grievance notice under Section 34 of the Sindh Industrial Relations Act, 2013.

ISSUE NO. 3

19. Issue No. 3 relates to the consequential entitlement to relief, if any, flowing from the adjudication of the preceding issues. The scope of this issue is purely derivative and cannot be examined in isolation. The jurisprudence governing labour relief is both settled and exacting. Reinstatement is not an automatic or discretionary indulgence; it is a consequential remedy that follows only upon proof of unlawful severance of a contract of employment by a legally recognized

employer. Similarly, claims for back benefits, gratuity, wages in lieu of notice, or statutory entitlements such as EOBI or other social security benefits presuppose the existence of a subsisting or terminated contract of service with the respondent establishment, evidenced by payroll inclusion, wage payment, or statutory registration. Courts exercising labour jurisdiction are not empowered to create employment relationships where none exist, nor to confer statutory benefits in the absence of the statutory relationship itself. In the present case, the applicant predicates his claim for relief on the assertion that he was a permanent driver of the respondent hospital and that he was verbally terminated in violation of labour law. The respondent, on the other hand, has categorically denied any entitlement, maintaining that the applicant was never its employee, that he voluntarily abandoned a private engagement, and that no statutory or contractual relationship ever existed so as to attract labour protections. The respondent has further asserted that the grievance application itself is not maintainable, thereby barring the Court from entering the arena of relief altogether. It is legally inconceivable to order reinstatement where the Court has already found that the applicant was not an employee of the respondent establishment. To do so would amount to judicial creation of an employment relationship, a course impermissible under labour jurisprudence. Likewise, claims of gratuity, notice pay, or statutory benefits cannot be entertained in the absence of proof that the applicant was borne on the respondent's payroll, subject to its control, or covered by its statutory registrations. Granting monetary relief in such circumstances would not only be contrary to law but would also undermine the integrity of the statutory framework governing industrial relations, hence on the basis of findings on issues no 1 and 2 the applicant is not entitled to the relief claimed, therefore issue no 3 is answered in negative.

ISSUE NO 4

20. On the strength of my findings on issues no 1 to 3 I have come to the conclusion that the Grievance Application in hand is not maintainable, hence it is dismissed.

"Announced in open Court"

Given under my hand & seal of this court, this 11th day of February 2026.

(INTISAR ALI TUNIO)
Presiding Officer
Sindh Labour Court-IV
Karachi

SEAL OF THE SINDH LABOUR COURT NO. IV KARACHI

Order Passed on 11/2/26
Copy prepared on 11/2/26
Copy applied on 11/2/26
Copy delivered on 11/2/26

CERTIFIED TO BE TRUE COPY
ADMINISTRATIVE OFFICER
SINDH LABOUR COURT No. IV
KARACHI