

**ORDER**

No. SO(ESTT.)40-404/2017. WHEREAS, Muhammad Hashim, Junior Special Education Teacher (BS-16 / HI Field), Govt. Secondary School of Special Education for Hearing Impaired (Boys), Multan ('petitioner') filed Writ Petition No. 16807/2021 before the Lahore High Court, Multan Bench, Multan with the following prayer;

"In view of the above submission, it is respectfully prayed that this petition may kindly be accepted and the impugned recovery amount of Rs.6,32,939/- established against the petitioner may kindly be declared as illegal, unlawful, colourful exercise of powers, result of mala fide, contrary to the applicable civil service laws and the same may kindly be set aside in the best interest of justice.

Further the respondent No.6 may kindly be directed to refrain from effecting recovery of amount from the monthly salary of the petitioner meanwhile till the final decision of main writ petition.

Any other relief which this Hon'ble court deems fit and necessary may also be awarded to the petitioner".

The instant Writ Petition was **disposed of** by the Honourable Lahore High Court, Multan Bench, Multan vide order dated 21.10.2024 in following terms:

"xxx. Under the circumstances, the impugned notice of revised pay slip served on the petitioner by the respondent No.6 is declared to be without lawful authority and of no legal effect and in case, the petitioner is sought to be proceeded against for recovery of some alleged arrears then the competent authority has first to withdraw the pay protection awarded in the first place and thereafter the arrears can be recovered. This shall be done if at all by the respondent No.1 and no other authority. Disposed of".

2. **AND WHEREAS**, in compliance with the directions of the Hon'ble Lahore High Court, Multan Bench, Multan, the petitioner was afforded an opportunity of personal hearing on 19.06.2025 prior to the final adjudication of the matter. During the course of hearing, the petitioner reiterated the stance already taken in his Writ Petition and requested that pay protection be granted to him. He further prayed that appropriate directions be issued to the District Accounts Office, Sahiwal, for reimbursement of the amount recovered on account of alleged overpayment due to the earlier grant of pay protection, and that the District Accounts Office, Multan, be restrained from effecting any further recovery in this regard.

3. **AND WHEREAS**, the petitioner has been heard at length and the documents produced by him during course of personal hearing alongwith all relevant record have been perused. The chronological facts which emerge as a result of record

produced before the undersigned are that the petitioner was initially appointed as Steno Typist (BS-12) in the Directorate General of Special Education under the Ministry of Social Welfare and Bait-ul-Maal, Government of Pakistan and posted at Special Education Centre for Mentally Retarded Children, Multan *vide* order dated 20.10.2006. However, in the wake of 18th amendment in the Constitution of Islamic Republic of Pakistan, on 01.04.2011, the services of the employees of Directorate General of Special Education, Government of Pakistan including the petitioner, were transferred to Govt. of the Punjab on deputation under Section 10 of the Punjab Civil Servants Act, 1973. Later on, the petitioner alongwith others were declared as civil servants under Govt. of the Punjab *vide* Notification No. SO(Estt.)3-14/2016 dated 03.06.2016 issued by Special Education Department, Govt. of the Punjab.

4. **AND WHEREAS**, Punjab Public Service Commission announced 115 posts of Junior Special Education Teacher (Deaf Field) (BS-16) in Special Education Department on contract basis for a period of 5 years under the Contract Appointment Policy, 2004 published in daily newspapers "Jang" and "The Nation" *vide* advertisement dated 20.04.2017. The petitioner applied for the said post through proper channel and being a successful candidate, he was appointed as Junior Special Education Teacher (Deaf Field) (BS-16) on contract basis for a period of 5 years under the Contract Appointment Policy, 2004 and posted at Govt. Secondary School of Special Education for HI Girls, Sahiwal *vide* order dated 30.01.2018. He joined his duties there on 06.02.2018.

5. **AND WHEREAS**, as per the available record, the petitioner, after assuming the charge of the post of Junior Special Education Teacher at Government Secondary School of Special Education for HI Girls, Sahiwal on 12.04.2018, submitted an application before the Secretary, Special Education Department, seeking issuance of a pay protection order in his favour. The said request was referred to the District Accounts Officer, Sahiwal, *vide* letter dated 12.11.2018, with directions to proceed in accordance with the applicable law, rules, and policy. Subsequently, in terms of the provisions of the Punjab Regularization of Service Act, 2018 (as amended in 2019), the services of the petitioner were regularized with immediate effect *vide* order dated 31.05.2021. The record further reflects that the Secretary, Special Education Department, did not accord any sanction or approval for the grant of pay protection to the petitioner; rather, the petitioner's application was merely forwarded to the District Accounts Officer, Sahiwal, for consideration and disposal strictly in accordance with the relevant laws, rules, and policy instructions.

6. **AND WHEREAS**, as far as the question of provision of pay protection to the petitioner is concerned, it is not admissible to him as per Clause (2) of Para 3(XVIII) of the Contract Appointment Policy, 2004. The same is reproduced as under:

"Pay and Allowances.

A confirmed civil servant when appointed on contract shall draw pay and allowances as per terms and conditions of contract. During his

contract appointment he shall not be entitled to claim any protection of the pay, last drawn by him against his substantive post."

Moreover, it is further observed that in the Contract Appointment Policy, 2004 provisions regarding grant of pay protection, to a confirmed civil servant, appointed on contract and existing contract employee appointed to another contract, were provided through amendment, vide circular letter dated 02.08.2007 which is reproduced hereunder: -

"A confirmed civil servant, when appointed on contract under the Government of the Punjab or its subordinate offices / organizations / institutions, shall draw pay and allowances as per terms and conditions of the contract. However, he shall be entitled to claim any protection of the basic pay scale, increment and allowances last drawn by him against his substantive post; and

Where an existing contract appointee of the Federal or Provincial Government is appointed on contract against another post under the Government of the Punjab or its subordinate offices / organizations / institutions and there is no gap between his previous contract appointment and fresh contract appointment, he shall be entitled to get his pay and allowances fixed after adding the increments which he may have earned during the preceding contract appointment."

The above said provisions of the Contract Appointment Policy, 2004 were omitted through amendment circular dated 05.04.2013 as under: -

"2(b) in Annexure-B, in para 1(i), sub-para (e) shall be omitted."

So far in the case of confirmed civil servant, appointed on contract basis is concerned, Para 3(XVIII)(2)(5)(6) of Contract Appointment Policy-2004 provides as under: -

"(2) Pay and Allowances

A confirmed civil servant when appointed on contract shall draw pay and allowances as per terms and conditions of contract. During his contract appointment he shall not be entitled to claim any protection of pay, last drawn by him against his substantive post.

(5) Pension for the Period Spent on Contract

Period spent on contract basis shall not be counted towards pension.

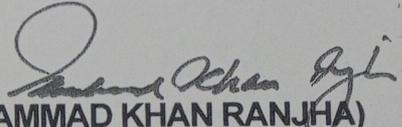
(6) Pay Fixation on Repatriation to Original Substantive Post

On return from contract appointment to his original substantive post, the pay of a civil servant shall be fixed by adding the annual increments for the period spent on contract; provided that no arrear on account of re-fixation of pay or increment shall be admissible.

Furthermore, Section 9 of the Punjab Regularization of Service Act, 2018 provides that a contract employee, on regularization, shall be allowed the initial stage of the

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respective pay scale and the increments earned by him during the contract appointment shall be converted into personal allowance but no other privilege allowed to a contract employee shall be admissible. Hence, the pay protection is not admissible to a contract employee as the same was omitted vide para(2)(ii) above.

7. **NOW THEREFORE**, in light of the foregoing facts and circumstances, it is concluded that the Secretary, Special Education Department, being the Competent Authority, has never granted or sanctioned pay protection in favour of the petitioner. The petitioner's application was merely forwarded to the District Accounts Officer, Sahiwal, with the direction to examine and decide the matter strictly in accordance with the applicable laws, rules, and policies. However, the said referral appears to have been misconstrued by the District Accounts Officer, Sahiwal, as an approval for pay protection. Furthermore, the petitioner's request for grant of pay protection is not tenable under the relevant legal, regulatory, and policy framework, and, therefore, cannot be acceded to. Accordingly, the request is **regretted**. The District Accounts Office, Sahiwal, has determined that an amount of Rs. 6,32,939/- was erroneously drawn by the petitioner on account of unauthorized pay protection, and as per the petitioner's own statement during the course of personal hearing, a sum of Rs. 3,16,000/- has already been recovered. In view of the fact that the petitioner has since been transferred to Multan, the District Accounts Officer, Multan, is hereby directed to ensure recovery of the remaining balance from the petitioner, in accordance with law.


(MUHAMMAD KHAN RANJHA)
SECRETARY
GOVERNMENT OF THE PUNJAB
SPECIAL EDUCATION DEPARTMENT

Dated Lahore, the
July 15 /2025

No. & Date Even:

A copy is forwarded for information and necessary action to the:-

1. Assistant Registrar (Writ) of Additional Registrar (Judicial), Lahore High Court, Multan Bench, Multan in compliance with the order dated 20.10.2024 passed in Writ Petition No. 16807/2021.
2. Director General, Special Education Punjab, Lahore.
3. District Education Officer (Special Education), Multan to ensure delivery of this order to the petitioner under intimation to this department.
4. Govt. Secondary School of Special Education (H.I) Boys, Multan to ensure delivery of this order to the petitioner under intimation to this department.
5. The Petitioner concerned / **Muhammad Hashim**, Junior Special Education Teacher (BS-16), Govt. Secondary School of Special Education (H.I) Boys, Multan.
6. PS to Secretary Special Education Department, Punjab.

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SECTION OFFICER (ESTT.-I)
SPECIAL EDUCATION DEPARTMENT

15/7/25