

OFFICE OF THE FEDERAL OMBUDSPERSON FOR PROTECTION AGAINST HARASSMENT OF WOMEN AT THE WORKPLACE, REGIONAL OFFICE, SINDH

FORM OF ORDER SHEET

Complaint No. 488/2025

Date of Institution: 24.02.2025

Serial No/ of Order of Proceedings	Date of order of Proceedings	Order of other proceedings with Signature of Federal Ombudsperson			
		TITLE	MARRIUM	VS	NAQASH HAIDER
		DEPARTMENT: HABIB BANK LIMITED (HBL)			
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38	07.11.2025	<u>Subject: Final Order on Merits</u> - The present complaint has been filed by Marrium, IT Officer (Grade II) at Sindh Bank Limited., (hereinafter referred to as “the Complainant”) against Naqash Haider, Cash Officer at Habib Bank Limited (hereinafter referred to as “the Accused”) under the Protection Against Harassment of Women at the Workplace Act, 2010 (hereinafter referred to as “the 2010 Act”). - The brief facts giving rise to the present complaint are that the Complainant and the Accused first met while studying at Shaheed Benazir Bhutto University, Lyari. They were in a relationship for seven years and intended to get married. However, the relationship ended by mutual consent in 2024. After the conclusion of the relationship, the Complainant states that the Accused began harassing her, prompting her to file a complaint on 20.06.2024 with the SSP Office. Subsequently, a duly stamped agreement dated 02.07.2024 was executed between the parties, wherein the Accused undertook that any future act			

		of harassment on his part would render him liable to a penalty of Rs. 5 million. The execution of this agreement reflects that the Accused was fully aware of the seriousness of his conduct and had expressly accepted responsibility for maintaining appropriate behaviour going forward. It also indicates that the parties attempted to resolve the matter through a formal written understanding before resorting to the present proceedings. 3. Despite the agreement, the Complainant alleges that the Accused continued to harass her. She alleges that the Accused made abusive calls, sent offensive emails containing vulgar and degrading language, and accessed her Call Data Records (CDR) and exploited sensitive information concerning the Complainant and her contacts, including office colleagues, family members, and members of her social circle. 4. The Complainant has detailed multiple incidents. For clarity, her allegations are summarized under distinct heads as follows: a. Unauthorized Access of Call Data Records (CDRs) and Misuse of Authority: The Complainant states that on 10.05.2024, around Friday prayers, the Accused came to her office and asked the security staff to let him in. Following protocol, the security personnel refused as no visitor can enter without prior consent. The Accused argued with the staff, causing a commotion. The Complainant had to step out and personally tell him he could not enter. At that point, he forcefully threw an envelope, claiming it contained the CDR, and verbally abused her. According to the Complainant, the Accused subsequently misused the sensitive information contained in the CDR, including contact details of her colleagues, family members, and friends, by reaching out to them and making false and defamatory statements with the intent to harass, intimidate, and malign her reputation. He is
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		also said to have contacted her family friend, Dr. Kazim Butt (CW-4), in an attempt to defame her. When CW-4 confronted him, the Accused was warned to stop. In retaliation, the Complainant alleges that he used his official position at HBL to access personal information of CW-4, including family contacts. Further, after being blocked by the Complainant on other channels, the Accused allegedly used HBL's official phone lines to call her at work. The Complainant filed a complaint with HBL regarding misuse of official resources. The record shows that HBL conducted an internal inquiry, which resulted in a formal reprimand to the Accused on 08.04.2025. b. Threat of Acid Attack: The Complainant has alleged that on 01.12.2024, while she was on her way home from her office, the Accused followed her, verbally abused her, intercepted her path, and threatened to throw acid on her face and kill her. Following this incident, she lodged FIR No. 35/2025 on 06.02.2025, under Sections 506-B/504 PPC at PS Kalri against the Accused. c. Retaliatory Acts: The Complainant states that a few days after the FIR was registered, on 08.02.2025 at around 5:00 PM, the Accused sent two women, one of whom is alleged to be his aunt, to her residence. They verbally abused and threatened the Complainant, using vulgar and degrading language, including terms such as "gashti," with the intention of defaming her and damaging her reputation in the neighbourhood. On 15.02.2025 at 1:40 PM, the Complainant received a call from the Accused's elder brother from PTCL number 021-32565880. During the call, he used abusive language and threatened her to
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		withdraw the case, stating: "You should back off from the case or else we will deal with you our way." During a hearing in Court on 21.03.2025, the Accused followed the Complainant and remarked: "You see, I've made the IO file this as a C-Class report. You won't be able to do anything now." The Complainant further alleges that the Accused filed a false complaint with her workplace HR Department through an email dated 12.03.2025 (Ex C-1/29), claiming that she had been filing frivolous complaints against him and that the FIR registered against him was bogus. He also lodged a complaint before the Inspector General's Office, falsely accusing the Complainant of demanding Rs. 10,00,000/- from him. d. Threats of Leaking the Complainant's Pictures/Videos: The Complainant alleges that the Accused threatened to leak her private pictures and videos, which he had previously shown to her. She states that these threats were made to intimidate, humiliate, and coerce her into maintaining contact with him against her will. e. Stalking and Persistent Harassment: The Complainant states that the Accused persistently stalked and pursued her despite her clear refusal to communicate. He continued to reach out through multiple channels. When she blocked him on WhatsApp, he sent abusive and derogatory emails and called her office landline. She further alleges that he attempted to intimidate her by sending or showing pictures of her taken with colleagues, thereby intruding into both her personal and professional life. 5. The Complainant claims she formally approached various institutions, including: - SSP Office on 20.06.2024 - DIG Women Protection Cell on 03.02.2 - Filed FIR on 06.02.2025
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		d. Habib Bank Limited (HBL) authorities on 13.02.2025 and 17.02.2025 e. FOSPAH on 24.02.2025 f. FIA on 12.03.2025 6. The Accused, on the other hand, in his written statement and subsequent submissions, has denied all allegations levelled against him and contended that the complaint is baseless, fabricated, and motivated by malice. He maintains that after the end of their relationship, he got engaged to his cousin, following which the Complainant began exhibiting animosity towards him. He asserts that this hostility later escalated into false allegations intended to malign and punish him for moving on. According to the Accused, all communication exchanged between the parties thereafter was consensual, and the Complainant herself continued to remain in contact with him despite claiming otherwise. 7. The Accused states that he and the Complainant studied together at university and remained in a relationship for several years. He maintains that the relationship was consensual and cordial throughout, and asserts that he did not engage in any conduct that could amount to harassment under the 2010 Act. 8. The Accused initially denied obtaining the Complainant's CDR. He later stated that he obtained it at her request. He claims she asked for his help to retrieve the record to identify the numbers called from her phone by her sister, who was allegedly using her phone and had eloped to contract a court marriage. He denies throwing or delivering any envelope at her office and states that used to meet her every Friday for lunch, where he personally handed the record to her. He also denies contacting any person listed in the record and, in cross examination, reiterated that he never contacted her colleagues, family, or friends. 9. With respect to FIR No. 35/2025 registered at PS Kalri, the Accused submits that he was granted bail on account of lack of evidence, and the Investigating Officer later submitted a final report under the "C" class category before the Prosecutor. He further alleges that he himself has been subjected to continuous harassment through
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		multiple frivolous and vindictive complaints filed by the Complainant on one pretext or another. 10. The Accused further contends that the agreement dated 02.07.2024, relied upon by the Complainant, was executed under pressure and duress. He submits that he signed it upon the Complainant's assurance that doing so would amicably resolve the matter between them. However, despite this understanding, the Complainant later lodged an FIR against him, which, according to him, demonstrates her mala fide intent and desire to damage his personal and professional reputation. 11. Lastly, through his affidavit-in-evidence, the Accused has maintained that under the settlement agreement dated 02.07.2024, the Complainant had forgiven him for all alleged prior incidents and agreed to put the matter to rest. However, he now believes that the Complainant has initiated the present proceedings with an ulterior motive to extract monetary benefit. In support of this contention, he has produced a voice note allegedly sent by the Complainant to Advocate Malik Muhammad Zeeshan (CW-5), wherein she purportedly demands Rs. 100,000/- from the Accused. 12. During the course of proceedings before this Forum, the Accused challenged the maintainability of the present complaint, asserting that it is barred by the principle of double jeopardy, as he has already been subjected to departmental proceedings by his employer, HBL, resulting in the penalty of "reprimand." However, this contention was examined and found untenable. The maintainability application was accordingly dismissed by this Forum vide its Order dated 19.05.2025, on the ground that the proceedings initiated by HBL were conducted under its Efficiency and Discipline (E&D) Rules, whereas the present proceedings are under the 2010 Act, which are distinct and not affected by any internal disciplinary proceedings. 13. Subsequently, this Forum also passed an Order dated 27.05.2025 on the retaliation application filed by the Complainant on 05.05.2025, wherein she reiterated many of the allegations now raised in the present complaint. Upon examination, it was observed that several of those allegations related to incidents that occurred prior to the execution of the settlement
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		agreement dated 02.07.2024. Accordingly, those matters were discarded at that stage as being concluded and settled between the parties through the said agreement, and thus not open to re-litigation. The same approach is maintained in this final determination. As for the remaining allegations, no conclusive findings were recorded at that stage, since the evidentiary record had not yet been developed and the parties were still to lead their evidence. 14. Therefore, upon perusal of the pleadings, record, and evidence now available, the following questions arise for determination before this Forum: . Whether the present complaint falls within the 2010 Act, considering the initial acquaintance between the parties arose in an academic institution, yet the alleged acts occurred while both were employed at separate banks. a. Whether, following the conclusion of their relationship and the Halafnama dated 02.07.2024, the Accused's conduct towards the Complainant was consensual or amounted to harassment under Section 2(h) of the 2010 Act . b. Whether the allegations of abusive calls, vulgar language, and threats to the Complainant, particularly after July 2024, are proved through reliable and corroborated evidence. 15. The admitted position is that the Complainant and the Accused first came into contact as students at Benazir Bhutto Shaheed University, Lyari, and entered a consensual relationship that continued for several years. The Complainant later joined Sindh Bank, while the Accused was employed at HBL. It is also not disputed that their acquaintance originated from an educational institution. It is important to note that under Section 2(n) of the 2010 Act, the term "workplace" explicitly includes educational institutions. Therefore, their initial interaction, being within an educational setting, falls within the statutory meaning of a workplace. The essential consideration under the Act is not merely the physical location where the relationship began, but how the perpetrator gained access to the victim. If such access or opportunity to commit harassment arose by virtue of a
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		professional, academic, or institutional association, the conduct falls within the protective scope of the Act. 16. Even if, for the sake of argument, it is accepted that the relationship at university was personal in nature, the issue does not end there. Jurisprudence under the Act makes clear that a single incident or off-site conduct may also amount to workplace harassment where it creates a hostile or intimidating environment at the workplace or otherwise interferes with the victim's work performance or sense of safety. The Complainant is presently an employee of Sindh Bank and has alleged that the Accused repeatedly contacted her at her workplace, sent abusive emails, used his office landline, and reached out to her colleagues and family members to malign her reputation. Such conduct, by nature and impact, clearly affects her sense of security and reputation within her workplace and thus falls within the mischief the Act seeks to remedy. 17. It is further relevant that both Sindh Bank and HBL have branches across Pakistan and operate in multiple provinces. FOSPAH's jurisdiction extends to workplaces with nationwide operations, ensuring that employees in any branch are protected under the 2010 Act. This position is supported by the reasoning in <u>Imran Magbool, President MCB Bank LTD. v. Federation of Pakistan through Secretary Law, Justice and Human Rights Division, Islamabad and Others [2019 PLD Lahore 17]</u> wherein it was held that "12. ... <i>Federal Ombudsman is competent to hear complaints related to trans-provincial organizations, institutions, employers and workplace.</i>" It is now well settled that in the case of trans-provincial organizations, jurisdiction lies with the Federal Ombudsperson. The powers of the Federal Ombudsperson are not confined to the Federal Capital but extend to all employers and institutions of a Federal character, whether established under Federal law, formed pursuant to an international obligation, or operating in more than one province. Thus, where a workplace exists strictly within provincial boundaries, jurisdiction rests with the Provincial Ombudsman, whereas in the case of trans-provincial or Federal organizations, jurisdiction lies with the Federal Ombudsperson throughout Pakistan.
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		18. Furthermore, the definition of “Complainant” [Section 2(e)] encompasses <i>“any person aggrieved by an act of harassment,”</i> and the definition of “Accused” [Section 2(a)] includes <i>“any employee or employer against whom a complaint has been made.”</i> The Act does not condition its applicability only upon a shared or common organization between the parties. Nor does it exclude complaints filed by an employee of one organization against another individual employed elsewhere. This interpretation finds support in <u>Asif Saleem vs Chairman Board of Governors, University of Lahore (PLD 2019 Lahore 407)</u>, wherein the Honourable Lahore High Court held: <i>“This Act is not confined only to the relationship of an employer and employee; it extends to all acts of sexual harassment committed by an employer or employee with any woman (at the workplace) by misusing or exploiting his/her official position or capacity.”</i> 19. In the present case, both parties qualify as “employee” and a “person aggrieved” respectively, within the meaning of the Act. Accordingly, the first issue is answered in the affirmative. 20. The second issue relates to the determinative question regarding whether any subsequent contact or conduct by the Accused after the Halafnama/settlement agreement dated 02.07.2024 was consensual or constituted harassment under Section 2(h) of the 2010 Act. At the outset, it is reiterated that this Forum is not re-examining events or interactions that occurred prior to the settlement, as those matters were acknowledged by both parties to have been settled through the said settlement. The same principle was applied in this Forum’s earlier order dated 27.05.2025 on the Complainant’s retaliation application, where incidents predating the settlement were treated as “done and dusted.” The present findings are therefore confined exclusively to the post-settlement period and allegations arising thereafter. However, prior conduct of the Accused may be noted only insofar as it assists in understanding the nature and intent of his post-settlement actions. 21. The record reflects that the parties had mutually decided to part ways and formalized this understanding through the settlement agreement dated 02.07.2024, wherein the Accused undertook that any future act of
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		harassment would render him liable to a monetary penalty of Rs. 50,00,000/-. Despite this, the Complainant alleges that the Accused continued to contact, intimidate, and humiliate her through abusive calls, emails, and other means. The Complainant's version is that such contact was unsolicited, unwanted, and caused her distress and reputational harm. 22. Conversely, the Accused's stance is that all communication that took place even after the settlement agreement was consensual, and that the Complainant remained in contact with him. He further asserts that she would at times initiate or respond to messages and calls, which, according to him, negates the element of non-consent or unwelcome necessary to establish harassment. 23. Under Section 2(h) of the 2010 Act, harassment includes "any unwelcome sexual advance, request for sexual favour, or other verbal or written communication or physical conduct of a sexual nature" that interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment. The essential element of this definition is the absence of consent, that the behaviour was unwelcome and had the effect of humiliating, intimidating, or offending the complainant. 24. A clearer understanding of consent requires an examination of its legal and constitutional foundations. Consent lies at the core of the right to dignity enshrined in Article 9 of the Constitution of Pakistan, 1973. [Ref: Muhammad Imran v The State and Another (SC) CMA No. 374/2024 in Criminal Petition No. 725/2023, (Ayesha A Malik J) paragraph 15]. In Muhammad Ashraf v. The State (1997 PCr.LJ 1351), the Federal Shariat Court defined consent as being of the same mind, to agree, to yield, and to comply. The judgment emphasized that consent requires a free and willing agreement, with a clear mind and free will. 25. Under Section 375 of the Pakistan Penal Code, which defines the offence of rape, consent is described as an unequivocal, voluntary agreement, where a person communicates their willingness to participate in a specific sexual act through words, gestures, or any form of verbal or non-verbal communication. While this definition has
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		been developed primarily for rape offences, it holds interpretive value in the context of workplace harassment under the 2010 Act. Both rape and harassment involve acts that violate a person's bodily integrity, autonomy, and dignity, particularly where consent is absent, coerced, or invalid. Though the degree and nature of the acts may differ, the legal focus in both offences is the presence (or absence) of free and voluntary consent, especially when power dynamics are involved. Crucially, in the harassment context, the inquiry extends beyond acts causing bodily harm to also encompass non-physical manifestations, such as cyberstalking, sexually demeaning behavior, and other verbal or psychological conduct, that similarly erode a person's autonomy and dignity in the absence of genuine consent. 26. In the present case, the Forum must therefore determine two interrelated questions: first, when and under what circumstances did the element of consent between the parties cease to exist; and second, whether the nature of the communication and conduct of the Accused after that point was unwelcome, intimidating, or otherwise capable of constituting harassment within the meaning of Section 2(h) of the 2010 Act. 27. This Forum notes that the prior consent to a relationship or particular acts does not authorize indefinite or subsequent conduct. Consent must be specific, informed and voluntary for the act complained of and may be withdrawn at any time. Consent cannot be implied by conduct or silence, and there is no "implied consent" defence to sexual assault [Ref: R v Ewanchuk [1999] 1 SCR 330, 1999 CanLII 711 (SCC), per Major J, paras 26–29, 48–49]. It is an established fact that the parties formally acknowledged the termination of their personal relationship and agreed to refrain from any further contact once the settlement agreement dated 02.07.2024 was executed. The said document, by its terms, serves as a clear demarcation point signalling that any subsequent interaction was no longer within the bounds of mutual consent. 28. The key issue is whether, after the withdrawal of consent, the Accused continued to engage in conduct that was intimidating, offensive, or humiliating for the
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		Complainant, thereby constituting harassment as defined under the Act. 29. Having clarified the legal threshold, the Forum now turns to the evidentiary record to assess whether the Complainant has discharged the burden of proof under the 2010 Act. For this purpose, the emails exchanged between the parties, call logs and corroborating witness statements are examined in chronological sequence to determine the nature, tone, and voluntariness of the interaction after 02.07.2024. 30. The Complainant, in her cross-examination, has stated that after the settlement agreement, she was not in contact with the Accused. To refute this, the Accused has placed on record an email dated 08.09.2024 (Ex. D-1/11) sent by the Complainant to him, stating: <i>“Mujhy acha nahi lagta tumhy zalil keron per dobara sab ke samne Jo herqat ki mujhe bhuth afsos howa.”</i> This email reflects that the Complainant communicated primarily to express discomfort and objection to his behaviour, rather than to maintain any voluntary relationship with him. This email indicates that the Complainant expressed displeasure and regret over being compelled to humiliate or reprimand the Accused. This demonstrates that the Complainant repeatedly communicated her discomfort and objection to his behaviour. It therefore reflects that her communication was centred on objecting to his conduct rather than willingly engaging with him. Despite this, the Accused continued his actions, suggesting a disregard for her expressed boundaries. 31. The next day, on 09.09.2024, the Accused emailed: <i>“Happy birthday meri jan,”</i> to which the Complainant responded: <i>“Thank you so much.”</i> This exchange, while inconsistent with her blanket claim of no contact, still fits within the broader pattern of the Complainant intermittently replying when prompted by the Accused, without any indication that she was seeking or encouraging continued communication. 32. The Accused has also placed on record another email sent to him on the same day, i.e., 09.09.2024 (Ex. D-1/13), where the Complainant informed him that she would be travelling to Punjab the next day. Similarly, Ex. D-1/15 shows the Accused asking, <i>“Kitne baje jao ge tm jwb to diya kro yr,”</i> to which the Complainant responded,
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		<i>“3 bajye.”</i> While this may appear to show routine conversation, it must be viewed in context. The evidence shows not a voluntary and ongoing exchange by the Complainant, but intermittent responses given when the Accused reached out, whereas in other communications she repeatedly expressed objection, discomfort, and a desire to disengage. 33. Furthermore, Ex. D-1/25, an email dated 15.10.2024 sent by the Accused, contains <i>“Ak baat kaho jo kal saman mangya tm ne wo tmhara apna nhi kisi or k lye tha or aj tm usy k lye ja rhe ho rhe kutty k bachy ki baat to waqt btaye ga sb kuch tmhein kahi br galiya de chuki ho tm mjhy. Intiha ki begwrat nikli tm meri es condition me bhu srf taklf or dard he dya tm ne mjhy”</i> This indicates that Complainant has asked for some things from the Accused. 34. The Accused has also produced screenshots of undated messages marked as Ex. D-1/35, which appear to show the Complainant replying to his messages with phrases such as <i>“Tum time se a jana”</i> and <i>“9 tak chalyn ge,”</i> as well as call logs marked as Ex. D-1/37 indicating both incoming and outgoing calls between them during September and October 2024, ranging from 4 to 12 minutes in duration. 35. Taken together, these early interactions show that while the Complainant did respond at certain points, her replies were limited, situational, and did not signal renewed consent. The broader trajectory of the correspondence reflects the Accused’s persistence and the Complainant’s repeated attempts to distance herself, creating a contradiction in her statement of no contact without undermining the clear pattern of boundary violations by the Accused. 36. However, the same record filed by the Accused includes an email dated 13.12.2024 (Ex. D-1/27), in which the Complainant explicitly warned him, <i>“...khaberdar jo ab kisi kisam ki email ki warna apne anjam ke zemedar tum khud ho.”</i> This communication clearly draws a boundary, demonstrating that by December 2024 the Complainant had unequivocally withdrawn any prior willingness to communicate. 37. The Complainant has placed on record copies of emails dated 24.10.2024 (Ex C-1/40) sent by the
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		Accused to her official email address. The exchange between the parties is partly reproduced below for reference, with initials “A” representing the Accused and “C” representing the Complainant. The reproduction is limited to the extent necessary for evidentiary appreciation, as the content contains explicit and abusive language. A: <i>“kash k tm kisi geratmand baap ki beti hoti”</i> C: <i>“kutty ke bachy ab bakwas nahi”</i> A: <i>“Jo kutty ka bacha hai wo apne amal se dekha rha hai jaga jaga chudwa kr samjhi begarat nasal ki kutty”</i> C: <i>“bharwe ke bachy tumhy kis ne kaha ke mesag kero jab tumse wasta nahi me jo bhe keton”</i> A: <i>“Kisi naik or halal tukhm ki hoti to hr ak k nechy na latti tm to zeeshan tk k sath so chuki lanat begarat nassl or ye jo saman mnagywa tha ye kamran k lye us ki mardana kamzori door krne k lye untiha ki begarat nikli tm to”</i> A: <i>“Bhrwaye bhai hein jo sb dekh k tmhari kamaye kha rhe hein mjh se btamezi mt kro randi or rakhel ho jin ki un he ki rakhel ban k rho usy qabil thi tm tm to gashti se bhi gye gyzri nikli jis k sath tmhari nangli videos thi wo baloch mjhy videos dekha chuka lanat hai tjh or”</i> A: <i>“Mein to itna bara chutiya hu tjhy ab bhi buwi banane ka soch rha tha tu to sirf chudwane laiq hai sirf kameeni”</i> 38. It is evident from the tone and substance of these emails that the language used by the Accused was abusive, derogatory, and sexually explicit, amounting to verbal harassment as envisaged under Section 2(h) of the 2010 Act. The Complainant’s replies, though confrontational, do not reflect any form of encouragement or consent. Rather, they underscore that the communication was unwelcome and that she was reacting to persistent and offensive contact initiated by the Accused. 39. The pattern becomes even clearer in the weeks that follow. Multiple call logs have been exhibited on record (Ex. C-1/5, Ex. C-1/7–13) covering the period from December 2024 to late January 2025, showing repeated
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		calls made by the Accused to the Complainant during and after office hours. 40. An email dated 24.12.2024 (Ex. C-1/16) sent by the Accused to the Complainant reads as follows: <i>“Waqai tm gashti he ho prem ne tmhein dekha apne ghr k pas jis k sath thi wohe wo baloch larka bhi rehta hai jis ne tmhari pics and video rakhi thi lanat hai tm pr begwrat nasal to thi he tm or gashti ka certificatw khud de dya logo ko aj tm ne”</i> To which the Complainant responded: <i>“Apni had me kuty bagerat”</i> This exchange again shows that the Complainant was not welcoming any communication and was responding only to push back against highly abusive and inflammatory language. Her replies carry anger and rejection, not willingness to continue any interaction. 41. Similarly, an email dated 27.12.2024 (Ex C-1/21) sent by the Accused to the Complainant reads: <i>“Sunu kya ak moqa nhi de sakti mjhy ab to bht badal bhi gya hu chahe to ana jana na kro mere sath sirf baat ki had tk agr nhi milna na milo but atleast thore time k lye baat kr lo mein tmhari life me interfere nhi kro ga na he kabhi haq jatao ga plzzzz maan jao ak meri baat and dinner krne chalain ge 1 jan ki sham jaldi wapis ajain ge plzzz es br aisa na kro bht yaadain hein tm se joori.”</i> This message is a clear attempt by the Accused to reinitiate contact, despite the Complainant’s repeated objections and the abusive tone he had used only days earlier. The shift in tone does not negate the earlier harassment; instead, it reflects a pattern of alternating aggression and emotional pressure. 42. Further, an email dated 29.12.2024 (Ex. C-1/19) sent by the Accused to the Complainant states: <i>“Tm ne living relation me rehna hai mein wada krta hu mein kabhi shadi nhi kro ga hm living relation me hmesha sath rhe ge kahi to agree kro.”</i> This communication shows the Accused pressing for a live-in relationship, despite having been met with refusal and with full knowledge that his proposals were unwelcome. The plea “kahi to agree kro” underscores his awareness that the Complainant was not consenting.
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		43. Another email dated 29.12.2024 (Ex. C-1/27) sent by the Accused to the Complainant states: <i>“I knw raat se emials perh rhe ho but jwb nhi dena tm ne to tmhari marzi hai”</i>. His own acknowledgment that she was not responding reinforces that the communication was one sided and unwelcome. It directly contradicts the Accused’s claim that the interactions were mutual or consensual. 44. The escalation continues into January 2025. An email dated 16.01.2025 (Ex. C-1/17) sent by the Accused contains the following text: <i>“Tm jitna marzi kuch kr lo rehna tm ne puri zindagi rakhel he hai kabhi ak ki to kabhi dusre ki kabhi ak dost ki rakhel kabhi dusre dost ki tmhein bs shoq hai lora lena ka chahe wo chota ho ya bara us se tmhein farq nhu parta haram ki paidash aiss he hoti hai jesi tmhari tmhari waja se branch banking se nikal back offuce ane ki ki k 9 to 5 job kr tjhy waqt do fa salary 1 lac plus ho gye car le li sirf ghr he reh gya tha but tujhy izat kabhi ras thi he nhi begerat ki bachi.”</i> Emails such as this undermine the Accused’s own stance that he had disengaged from the Complainant and that she had initiated false proceedings out of animosity following his engagement to another woman. 45. Even more telling is the subsequent email dated 26.01.2025 (Ex. C-1/14) from the Accused to the Complainant, where the Accused shifts tone once again and writes: <i>“Suno kya hm phr se ak nhi ho sakte 14 feb qareeb hai tm ne jis k sath rehna hai jo krna hai mein interfere nhu kro ga bs mjh se frnd ki had tk rehna plzzzzzz i miss u marrium.”</i> After sending a series of abusive and sexually explicit messages, the Accused shifts tone, proposing intimacy (“kya hum phir se ek nahi ho sakte”). This inconsistency in tone is aligned with the broader pattern seen throughout the record: the Complainant distancing herself and the Accused repeatedly attempting to draw her back, alternating between aggression and emotional pressure. 46. From the evidence discussed above, it is apparent that the communication was clearly unwelcome to the
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		Complainant. Having been subjected to persistent and offensive messages, the Complainant eventually filed a formal complaint with the employer of the Accused (HBL) on 13.02.2025. Acting upon it, HBL initiated an inquiry by issuing a Show Cause Notice (“SCN”) dated 10.03.2025 to the Accused and, upon conclusion, imposed the punishment of reprimand. 47. It is noteworthy that on the day the Accused received the SCN (10.03.2025), just after two days (12.03.2025), he sent an email to the employer of the Complainant, Sindh Bank Limited., alleging that she had been filing frivolous complaints against him. This communication resulted in the Complainant being asked for an explanation by her employer (Ex. C-1/28–29). Such conduct constitutes a clear act of retaliation and an attempt by the Accused to interfere with the Complainant’s professional standing and work environment. 48. Taken together, the record shows a consistent pattern: while the Complainant occasionally responded when the Accused contacted her, her replies were limited, reactive, and often expressed displeasure, anger, or refusal. At no point does the evidence demonstrate any renewed willingness on her part to engage. In contrast, the Accused persisted in contacting her through emails, calls, shifting emotional appeals, and repeated abusive outbursts, despite her clear objections and eventual withdrawal of communication. The cumulative effect of these messages and calls meets the legal threshold of unwelcome, intimidating, and offensive conduct. The evidence therefore establishes that the Accused continued to harass the Complainant after the withdrawal of consent. 49. Having appraised the documentary record comprising emails, call logs, and message exchanges, the Forum also turns to the oral testimony of the Court Witness to further understand the nature of interaction between the parties. 50. From the collective appraisal of the oral depositions, a consistent pattern emerges that supports the Complainant’s allegations of stalking, intimidation, and continued harassment by the Accused even after the termination of their relationship. Mohsin Banarus (CW-
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		1), an independent witness from the workplace, confirmed having seen the Accused waiting outside the bank premises on multiple occasions, sometimes attempting to approach the Complainant despite her clear refusal, substantiating her claim of being followed and harassed outside the workplace. Kamran Niazi (CW-2) deposed that the Accused had contacted him after unlawfully obtaining the Complainant's CDR and questioned him about his interactions with her. He further testified that the Complainant had informed him that the Accused had threatened to throw acid on her face. However, it is worth noting that the date mentioned in the Complainant's statement i.e., 01.12.2024 falls on a Sunday, a public holiday, which makes it difficult to justify why she would have gone to the bank on that day. The Complainant was unable to provide a satisfactory explanation for this inconsistency, which weakens the precision of that particular claim. Nonetheless, this discrepancy does not negate the seriousness of the alleged action or the overall pattern established through corroborated evidence by multiple witnesses, which consistently indicates that the Accused had been monitoring, contacting, and following the Complainant despite her repeated refusals, and that he had unlawfully accessed her personal data and involved third parties in his pursuit of her. Syed Khurram Waheed (CW-3) corroborated the Complainant's account of persistent pursuit and disrespectful behavior, testifying that even after the relationship ended, the Accused continued to pursue her. When she stopped responding, he would send her repeated emails, many of them explicit and aggressive, and further confirmed that the Accused had shown him the Complainant's CDR at her workplace, which he later found placed on her desk. This directly contradicts the Accused's denial regarding the CDR and confirms his possession and misuse of the same. Kazim Ahmed (CW-4) also stated that the Accused had obtained the Complainant's CDR, through which he identified CW-4's number and began calling him repeatedly, accusing him of being an obstacle in his relationship. CW-4's statement reinforces the established pattern of surveillance and intrusion into the Complainant's personal and professional associations. Shahzaib (DW-2) stated that the Accused and Complainant's relationship continued until early 2024, after which it became strained. He said both parties
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		expressed doubts about each other's fidelity. While acknowledging that their exchanges could be heated, he maintained that he never witnessed any incident amounting to harassment by the Accused and believed their relationship was consensual. However, he also confirmed receiving screenshots from the Complainant containing abusive messages sent by the Accused and recalled an instance where, after a fight, the Accused used his phone to call the Complainant in an attempt to reconcile. Advocate Malik Muhammad Zeeshan (CW-5), who represented the Accused during the settlement agreement, added that the Accused himself admitted certain matters before the ASI. After the settlement, the Complainant later informed CW-5 that the Accused had resumed sending her messages and offers. CW-5 told her not to contact him again, as the Accused had already misled his parents, causing him to swear on the Holy Quran before them that he had no personal connection with her. <u>CW-5 also testified that the Accused had sent him compromising pictures of the Complainant, which he said were obtained during their relationship. After the settlement, Accused asked CW-5 to keep those pictures safe "in case they were needed," but CW-5 made sure they were deleted using the "delete for everyone" option.</u> CW 5 stated that he had informed the Accused's brother of the matter and advised him to stop the Accused from such conduct. He further stated that individuals named Parvez and Saleem were now pressuring his father to ensure that CW 5 did not give evidence before this Forum that could result in the Accused being found guilty. These individuals also approached his colleague Sardar Mushtaq, Advocate Supreme Court, who in turn, advised CW 5 not to appear. CW 5 added that he continued to receive indirect messages and pressure. Taken together, these testimonies not only disprove the Accused's stance but also demonstrate an ongoing course of conduct consistent with stalking and harassment, both physical and digital, perpetrated despite the Complainant's clear refusal and repeated attempts to disengage. 51. In light of the above discussion, the following allegations stand proved against the Accused: persistent harassment, retaliatory acts, threats of leaking the Complainant's pictures and videos and, stalking. However, the allegation regarding the threat of acid attack does not stand proven. The Forum therefore finds
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		the Accused guilty of harassment under Section 2(h)(i) of the Protection Against Harassment of Women at the Workplace Act, 2010, and accordingly imposes a major penalty of fine of PKR 500,000 on the Accused under Section 4 (4)(ii) of the Protection Against Harassment of Women at the Workplace Act, 2010. 52. Consent, once withdrawn, is not a negotiation; it is the boundary that restores autonomy. Consent once given can be withdrawn at any time, beyond which any unwelcome act constitutes harassment. No prior intimacy, affection, or shared history entitles anyone to disregard another's will. The moment a person says no, any further conduct without consent becomes a violation, not a misunderstanding. This case reflects a pattern we see too often: after a relationship ends, one party refuses to respect boundaries and begins to weaponize personal information, emotional history, and access to institutional systems against the other. Such conduct can intrude into a person's professional and personal life, causing distress, reputational harm, and a pervasive sense of insecurity. 53. All workplaces and institutions have a responsibility to respond promptly when personal disputes spill into professional settings or are used to intimidate, harass, or retaliate. Management should ensure robust monitoring of communication channels, reinforce awareness on digital misconduct, and handle complaints arising from former relationships with sensitivity and urgency. Staff must understand that past personal history does not excuse harassment, and boundaries must be respected without exception. Proactive awareness measures should centre on dignity, consent, and safety. When someone reports harassment, they should encounter a system that is responsive, informed, and ready to act, not one that waits for escalation. This approach is essential for fostering a professional culture where autonomy is respected and intimidation finds no foothold. FEDERAL OMBUDSPERSON
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