



**OFFICE OF THE FEDERAL OMBUDSPERSON
FOR PROTECTION AGAINST HARASSMENT OF WOMEN
AT THE WORKPLACE, ISLAMABAD**

Complaint No. FOH-HQR-H/0127/2026

Ms. Yusra Batool

V/S

**Mr. Faizan Anwar & others
Date of Institution: 15-06-2026**

Name of Organization: Movingstone Digital, G-7/1, Islamabad.

FINAL ORDER

Date: 04/08/2026

Sr. No: 05

1. This complaint has been filed by Ms. Yusra Batool (hereinafter referred to as the "Complainant") against Mr. Faizan Anwar, Chief Executive Officer (CEO), Movingstone Digital (hereinafter referred to as "Accused No. 1"), Mr. Muhammad Saim Bin Farooq, Chief Technology Officer (CTO), Movingstone Digital (hereinafter referred to as "Accused No. 2"), and Movingstone Digital through its Chief Executive Officer (hereinafter referred to as the "Accused Organization").
2. The Complainant submitted that she joined the Accused Organization as an HR Executive in November 2024. During the course of her employment, she informed the management about her pregnancy and was granted six months paid maternity leave from **13-11-2025 to 13-05-2026**, which was duly approved by the Accused. According to the Complainant, although her maternity leave had been sanctioned until 13-05-2026, she was repeatedly requested by the management to resume her duties before the expiry of the approved leave period. She explained her inability to do so on account of her recovery from childbirth and the absence of suitable childcare arrangements.

3. *It is the Complainant's case that upon declining to re-join before the expiry of her maternity leave, she was informed by Accused No. 2 via WhatsApp on 15-04-2026 that the management had decided that she should resign and that her notice period had commenced. She further alleged that she sought meetings with the senior management to discuss the matter; however, during such meetings she was pressured to submit her resignation and was presented with options either to resign or face termination. She further contended that while she was still on approved maternity leave, her official email account and access to workplace systems were revoked without any formal communication, and no warning, show cause notice, performance evaluation or disciplinary proceedings were ever initiated against her.*
4. *The Complainant has alleged that the actions of the Accused were directly connected with her pregnancy and maternity leave, and amounted to discrimination on the basis of her gender, constituting harassment within the meaning of Section 2(h) of the Protection against Harassment of Women at the Workplace Act, 2010. She has, therefore, prayed that the Accused be held liable under the Act and appropriate penalties and consequential directions be issued against them.*
5. *The Accused were directed to file written reply in response to the complaint.*
6. *The Accused in their consolidated written reply stated that the Complainant had never been discriminated against on account of her sex or pregnancy. It was contended that the company itself had extended six months paid maternity leave to the Complainant and had even revised her employment contract during her service, demonstrating that no discriminatory intent existed. According to the Accused, the Complainant repeatedly committed herself to earlier re-joining dates but subsequently withdrew from those commitments, compelling the organization to make alternative operational arrangements.*
7. *The Accused further submitted that during the meeting held in April 2026, various options regarding the Complainant's future employment were discussed. They denied compelling her to resign and asserted that she was merely informed regarding the company's operational requirements and contractual rights. They further pleaded that her employment ultimately came to an end in accordance with the terms of her employment agreement and*

that one month's salary in lieu of notice had been offered. The Accused also raised ancillary allegations regarding retention of company property and certain communications made by the Complainant after cessation of employment.

8. The Accused also raised a preliminary objection that the complaint was not maintainable on the ground that the dispute merely concerned termination of employment and therefore fell within the jurisdiction of the Labour Court rather than this Forum. It was contended that no allegation constituting harassment within the meaning of Section 2(h) of the Protection Against Harassment of Women at the Workplace Act, 2010 had been made.
9. The Complainant, on the other hand, maintained that the adverse actions taken against her were intrinsically linked with her pregnancy and approved maternity leave. According to her, she was repeatedly asked to resume duties before expiry of her maternity leave; upon her refusal, she was informed that the management had decided to discontinue her employment, was pressured to resign, and was deprived of official workplace access while she was still on maternity leave. She alleged that such treatment constituted discrimination on account of her sex and maternity, thereby attracting Section 2(h) of the Act.
10. Upon consideration of the pleadings, this Forum is of the view that the complaint disclosed specific allegations of discrimination arising from pregnancy and maternity leave. Such allegations could not be rejected at the threshold merely because the Accused characterized the dispute as a service matter. Since the Complainant had pleaded facts which could amount to gender-based discrimination within the meaning of Section 2(h), the complaint is held to be **maintainable**.
11. In light of the above, this Forum has deemed it appropriate to take into consideration the evidence of both the Complainant and the Accused already placed on file to pass this final order.
12. At the outset, there is no dispute regarding the Complainant's employment with the Accused Organization or that she was granted maternity leave from **13-11-2025 to 13-05-2026**. The documentary evidence placed on record, particularly the WhatsApp correspondence, as verified from the original device of the Complainant, exchanged between the Complainant and the management, unequivocally establishes that the Accused approved the

Complainant's request to avail her complete maternity leave in accordance with the company's policy. The correspondence further reflects that the Complainant communicated her intended date of rejoining as 13-05-2026, which was acknowledged by the management without any reservation. Thus, the approval of the Complainant's maternity leave and her scheduled date of rejoining are admitted facts requiring no further proof.

- 13. The Accused have attempted to justify the subsequent events by contending that the Complainant repeatedly altered her commitments regarding early rejoining, thereby causing operational difficulties to the organization. It has further been pleaded that owing to business requirements and the Complainant's inability to honour her commitments, the management was compelled to explore alternative arrangements and ultimately exercise its contractual right to discontinue her employment. The Accused have also asserted that the Complainant was never discriminated against on account of her pregnancy or gender and have emphasized that it was, in fact, the organization which voluntarily granted her six months paid maternity leave despite there being no contractual obligation to do so.*
- 14. While these submissions have been given due consideration, the documentary evidence produced before this Forum does not fully support the defence advanced by the Accused.*
- 15. The record demonstrates that although the Complainant had initially expressed a willingness to explore the possibility of rejoining earlier, she subsequently informed the management that owing to medical recovery following a C-section, the tender age of her child, and the absence of suitable childcare arrangements, she was unable to resume duties before the completion of her approved maternity leave. Instead of disputing her entitlement to remain on leave until 13-05-2026, the management expressly acknowledged that she could avail her full maternity leave and requested only that she confirm her exact date of rejoining upon completion of such leave. The Complainant accordingly confirmed 13-05-2026 as her rejoining date, which was accepted by the management.*
- 16. The sequence of events thereafter assumes considerable importance. Before the expiry of the approved maternity leave, the Complainant was informed through WhatsApp that the management had already taken its decision and*

that her notice period would commence from that day. This communication preceded her scheduled date of rejoining and was followed by meetings wherein, according to the contemporaneous email correspondence placed on record, the Complainant was presented with options either to resign, accept termination after a thirty-day notice period, or face termination upon completion of her maternity leave. The Complainant consistently sought written clarification regarding her employment status and repeatedly requested the senior management to explain the basis of the decision. Instead of receiving any written explanation relating to misconduct, unsatisfactory performance, or disciplinary proceedings, she was merely informed that the decision had already been finalized.

17. Equally significant is the documentary evidence demonstrating that while the Complainant was still on duly approved maternity leave, her official email account and access to various organizational platforms were withdrawn. The Complainant immediately sought clarification through email; however, no satisfactory explanation was furnished. The subsequent reply from Accused No. 1 merely acknowledged her email and informed her that a meeting would be held on 13-05-2026 to discuss future steps. Such correspondence is inconsistent with the Accused's subsequent plea that the Complainant's services had already become liable to termination owing to misconduct or non-performance.
18. The Accused have also sought to rely upon the revised employment agreement and alleged performance-related deficiencies to justify the discontinuation of the Complainant's employment. However, significantly, no contemporaneous warning letter, performance appraisal, show-cause notice, inquiry proceedings, or disciplinary record predating the decision to terminate the Complainant's employment has been produced before this Forum. The allegations relating to unsatisfactory performance and misconduct surfaced only in the written reply filed before this Forum and do not find support in any contemporaneous documentary record created during the subsistence of the employment relationship. Such subsequent explanations cannot outweigh the concurrent and related communications exchanged between the parties.
19. The documentary evidence further reveals that even after informing the Complainant that the management had already taken its decision, the

Accused continued corresponding with her regarding meetings and future steps. This conduct lends support to the Complainant's assertion that the decision to discontinue her employment had effectively been taken while she was still availing her approved maternity leave and before any lawful process based upon misconduct or poor performance had been initiated.

20. The reliance placed by the Accused upon alleged operational inconvenience likewise does not advance their case. Once the Accused themselves had sanctioned maternity leave up to 13-05-2026 and repeatedly acknowledged the Complainant's entitlement to remain absent until that date, they cannot subsequently treat her decision to avail the entirety of that approved leave as a legitimate basis for adverse employment action. Any inconvenience arising from the Complainant's lawful exercise of maternity leave was an incident of the statutory protection afforded to women employees and could not lawfully be converted into a ground for terminating her employment.
21. The Hon'ble Supreme Court of Pakistan, in **Nadia Naz v. President of the Islamic Republic of Pakistan (PLD 2023 SC 588)**, has authoritatively held that the expression "harassment" under Section 2(h) of the Protection against Harassment of Women at the Workplace Act, 2010 extends beyond conduct of a sexual nature and encompasses discrimination on account of sex or gender. Pregnancy and maternity are biological conditions inseparably connected with a woman's sex. Consequently, where an employee is subjected to adverse treatment substantially because she is pregnant or because she avails a maternity leave to which she is lawfully entitled, such conduct constitutes discrimination on the basis of gender/sex and falls squarely within the ambit of Section 2(h) of the Act.
22. Viewed cumulatively, the evidence establishes a consistent and credible chain of circumstances: the Complainant's maternity leave was duly sanctioned; she was encouraged to resume duties before expiry of such leave; upon declining to do so for genuine medical and childcare reasons, she was informed that the management had already decided to discontinue her employment; she was repeatedly asked to discuss resignation; her official access was withdrawn while she remained on approved maternity leave; and no contemporaneous disciplinary material has been produced to substantiate the subsequent allegations of misconduct or poor performance. The defence

advanced by the Accused, when tested against the contemporaneous documentary record, fails to satisfactorily explain this sequence of events. On the contrary, the evidence overwhelmingly indicates that the adverse employment action taken against the Complainant was inextricably linked with her pregnancy and her decision to avail the full period of approved maternity leave. Such treatment constitutes discrimination on the basis of sex within the meaning of Section 2(h) of the Protection against Harassment of Women at the Workplace Act, 2010.

23. For the foregoing reasons, this Forum holds that the Complainant has succeeded in establishing, on the balance of probabilities, that she was subjected to discrimination on account of her pregnancy and maternity leave, amounting to harassment within the meaning of Section 2(h)(ii) of the Protection Against Harassment of Women at the Workplace Act, 2010.
24. The defence advanced by the all the Accused that the matter constituted merely a contractual or service dispute is not borne out by the evidence. Rather, the contemporaneous documentary record demonstrates that adverse employment action commenced while the Complainant was still enjoying duly approved maternity leave and before any lawful disciplinary process had been initiated.
25. In exercise of powers conferred under Section 4 of the Protection Against Harassment of Women at the Workplace Act, 2010, the Accused are held liable for discriminatory treatment of the Complainant on the basis of sex/gender.
26. Having regard to the nature and gravity of the misconduct established on the record, the prejudice and hardship suffered by the Complainant, and the imperative of ensuring effective enforcement of statutory safeguards relating to pregnancy and maternity in the workplace, this Forum considers it just and appropriate to impose the following directions upon the Accused Organization, placing reliance on this Forum's decision in **Zainab Zahrah Awan vs. Embrace IT (FOH-HQR/00297/2024)**:

- i. In exercise of powers conferred under Section 4(4)(i)(d) of the Protection Against Harassment of Women at the Workplace Act, 2010, the Accused Organization, Movingstone Digital, is directed to pay

compensation in the sum of **PKR 500,000/- (Rupees Five Hundred Thousand only)** to the Complainant for the loss, humiliation, and hardship occasioned by its unlawful conduct.

- ii. The Complainant's termination during active maternity leave is held illegal, and she is reinstated to her former position, with the same terms and conditions as before, when she went on the maternity leave.
- iii. In case the Complainant chooses to resign from the Accused Organization, The Accused shall issue to the Complainant a proper service/experience certificate, accurately reflecting the period and nature of her employment, without incorporating any adverse, stigmatic, or prejudicial remarks..
- iv. The Accused shall ensure strict compliance with the provisions of the Protection Against Harassment of Women at the Workplace Act, 2010, and shall adopt and implement appropriate internal policies and institutional safeguards to prevent discrimination, retaliation, or any adverse treatment on the basis of pregnancy, maternity, or the exercise of maternity-related rights.
- v. The Accused Organization is further directed to furnish a compliance report, supported by relevant documentary evidence, to the Registrar Office of this Forum within fifteen (15) days from the date of this Order, evidencing full compliance with the directions contained herein.

The complaint is accordingly disposed of in the above terms.

FAUZIA VIQAR
FEDERAL OMBUDSPERSON