

# THE HIGH COURT OF SINDH, KARACHI

Before:

*Justice Mohammad Karim Khan Agha*  
*Justice Adnan-ul-Karim Memon*

## CP No.D-5236 of 2022

[Toufeeque Ahmed v. Federation of Pakistan and others]

Petitioner : Toufeeque Ahmed through Mr. Ghulam Rasool Korai advocate

Respondent No.1 : Federation of Pakistan through Ms. Wajiha Mehdi Asstt. Attorney General

Respondents No.2&3 : PCB and another through Mr. Furqan Ali advocate

Dates of hearing : 27.08.2025

Date of decision : 27.08.2025

## **JUDGMENT**

**Mohammad Karim Khan Agha, J.** – The petitioner’s case is that he is a qualified Management Professional with expertise in the areas of Corporate Governance, Program Management, Strategic Management, Public Sector Management, and Production Management. He also claims to have been an active cricket player for the past 27 years. In September 2021, the Pakistan Cricket Board (PCB) issued an advertisement for the appointment of a Chief Executive Officer (CEO) for the Sindh Cricket Association. The petitioner applied for the said position and, after a successful selection process, was appointed on 15.02.2022 on a contractual basis for a period of three years, as per the terms and conditions detailed in his appointment letter. The petitioner assumed his duties on 07.03.2022 and successfully completed his probation period on 07.06.2022. It is submitted that performance of the petitioner during this time was satisfactory and beneficial to the institution. Among his achievements, the petitioner claims to have developed a comprehensive Memorandum of Understanding (MoU) with the Sindh Government, secured the release of school sponsorship funding amounting to Rs. 26.6 million for the commencement of tournaments, organized women's cricket matches, conducted all PCB calendar year tournaments, and successfully held trials for senior CCA players etc. However, on 01.09.2022, the petitioner received a termination letter from PCB, without assigning any reason. Hence the petitioner having no other adequate remedy, has approached this Court seeking the following relief(s):

- (i) Declare that the impugned Termination of service letter dated 01.09.2022 of petitioner, issued by the respondent No.2 is illegal & void ab inito,

being in violation of the principle of audi alteram partem as well as negation of due process as enshrined under Article 10-A of the Constitution of Islamic Republic of Pakistan 1973 and set aside the same.

- (ii) Restore the petitioner as CEO of Sindh Cricket Association as was on 31.08.2022.
- (iii) Restrain the respondents from appointing any other person in place of the petitioner.
- (iv) Grant any other relief which this Hon'ble Court deems appropriate in the facts and circumstances of case.

2. Learned counsel for the petitioner vehemently argued that the termination letter issued by the PCB is not in accordance with clause 4 of the appointment letter; that the said letter was issued by the PCB in slipshod manner without assigning any cogent reason, hence, it is not sustainable under the law; that time and again the apex Courts have held that an employee who has assumed charge and performed his duties cannot be terminated without fulfilling the procedure prescribed under the relevant rules. Reliance is placed upon the case reported as **Pakistan Olympic Association through President and others vs. Nadeem Aftab Sindhu and others** (2019 SCMR 221).

3. On the other hand, learned counsel for the respondents argued that the instant petition is not maintainable as service of the petitioner is not governed by any statutory rules and the employment of the petitioner was admittedly contractual and his service was terminated after completing the required procedure. Reliance is placed upon the case reported as **M/O IPC through Secretary and others vs. Arbab Altaf Hussain and others** (2014 SCMR 1573).

4. We have heard learned counsel for the parties and perused the record with their able assistance.

5. The first issue to be resolved is whether this petition is maintainable or not under Article 199 of the Constitution. It is settled by now that a petition will not be maintainable by this Court under Article 199 of the Constitution if the service of the petitioner is not governed by any statutory rules. Service in the PCB (for whom the petitioner worked) is not covered by statutory rules. In this respect reliance is placed on the case of **M/O IPC through Secretary and others** (Supra) where it was held that the PCB's rules were not Statutory in nature;

*“13. As regards the other respondents are concerned, without going into the question whether a collateral attack could be made by them qua the supersession of the Board, when primarily they were aggrieved of their termination orders. Suffice it to say that these petitions were liable to be dismissed for two simple reasons firstly that their services were not governed by any statutory rules and thus their writ petitions were not competent in terms of the law laid down in the judgment reported **Abdul Wahab and others v. HBL and others** (2013 SCMR 1383), secondly, the employment(s) of the said respondents admittedly was contractual in nature and their services were terminated after due notice*

*as per their contractual terms and conditions of service. And even on this account the writ petitions were incompetent and had to fail. It may be added here, that their termination(s) was made by the competent authority in the Board; for example in the case of Arbab Altaf Hussain, as stated earlier, notice was served upon him and ultimately his service was terminated by Director HR & A, who as per the Board's non-statutory rules, was the competent (authority) to do so. Besides to their extent the rule of exercise of de facto jurisdiction was attracted even if the supersession of the Board was assumed to be bad in law. So the writ petitions filed by all other respondents, as mentioned earlier, were liable to be dismissed on these scores.”*

6. We find that the case of **Pakistan Olympic Association through President and others** (Supra) relied upon by the petitioner is of no assistance to the petitioner as this case did not concern the type of rules that governed the Pakistan Olympic Association (POA) but whether or not the POA was a “person” who came under the control of the Federal and/or Provincial Government for the purposes of Article 199 of the Constitution and even in that case the petition was found to be not maintainable and as such the case of **Pakistan Olympic Association through President and others** (Supra) is distinguished. As such the petition is dismissed as not maintainable as the Rules of the PCB are non statutory in nature.

7. **Even otherwise**, the petitioner was a contract employee of the PCB. Clause 4 of the petitioner’s contract dated 25.02.2022 with the PCB provided as under;

*“4. Upon successful completion of such Probationary Period, your contractual appointment will be confirmed for the Term. Thereafter, the instant Contract will become liable to be terminated by providing a one (01) month written notice from either side or one (01) month gross salary in lieu thereof.”*

8. The services of the petitioner were terminated simplicitor with immediate effect vide letter dated 01.02.2022 by the PCB without cause and as such no stigma was attached to the termination of the petitioners services which was within the PCB’s contractual right as per contract signed by the petitioner with the PCB. The fact that the petitioner had only been a contract employee for about 4 years gave him no vested right to continue employment or be regularized by the PCB. In this respect reliance is placed on the case of **Vice Chancellor Agricultural University Peshawar and others Vs. Muhammed Shafiq and others** (2024 SCMR 527), which held as under;

*“6. It is well settled that there is no vested right to seek regularization for employees hired on contractual basis unless there is any legal or statutory basis for the same. The process of regularization requires backing of any law, rules or policy. It should adhere to the relevant statutory provisions and government policies. In the absence of any of the same, a contractual employee cannot claim regularization.”*

9. As such we find that the petition is without merit on this front as well and is also accordingly dismissed due to petitioner’s service being contractual in nature and lawfully terminated by the PCB.

10. It was mentioned by learned counsel for the PCB that despite the petitioner being called to receive/repay any outstanding dues he refused to attend the PCB's office for this purpose. Accordingly we direct the Chairman PCB to pay by way of demand draft the petitioner 4 weeks salary in lieu of 4 weeks notice along with any other outstanding dues owed to him or by subtracting any dues which the petitioner owed to the PCB. The petitioner is also directed to return to the PCB, if he has not done so already any documents and other items as set out in the PCB's termination letter dated 01.09.2022.

11. A copy of this Judgment shall be sent by the office to Chairman PCB for compliance by fax and electronic modes

**HEAD OF CONST. BENCHES**

**JUDGE**