

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI
C.P. No.D-7507 of 2021
(Mst. Uzma Amir v Province of Sindh & others)

Date	Order with signature of Judge
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Before:-

Mr. Justice Adnan-ul-Karim Memon

Mr. Justice Zulfiqar Ali Sangi

Date of hearing and order:- 18.02.2026

Dr. Rana Khan for the petitioner.

Mr. Ishrat Zahid Alvi, advocate for Respondent Nos. 3, 4 and 5

Mr. Ali Safdar Depar, AAG

Mr. Allah Dito Khoso, Litigation Officer,

School Education Department.

ORDER

Adnan-ul-Karim Memon, J. – The petitioner has filed the captioned Constitutional Petition under Article 199 of the Constitution of the Islamic Republic of Pakistan, 1973, with the following prayer: -

- a) *Direct the Respondents Nos. 3 to 5 to allow her to extend her services as being regular employee which has been stopped on 01.06.2020 as it is totally illegal and ab-initio and void in nature without any show cause notice, no one can be dismissed or removed from service;*
- b) *Direct the respondents to extend all the increments, which have been stopped by the respondents as she is entitled to get the same from the year 2015 to 2021;*
- c) *Direct the respondents to extend the petitioner's salary since 1st June 2020(the date from which she was stopped to perform her duties.)*

2. The case of the Petitioner is that she was appointed as a permanent employee of Jinnah University for Women on 01.09.1988 and served the institution with an unblemished record for several decades. It was submitted that her status was unlawfully altered from permanent to contractual after 27 years of service, without issuance of any show cause notice or affording her an opportunity of hearing, in violation of the principles of natural justice and the University Act, 1998. She is also seeking directions against Respondent Nos. 3 to 5 for restoration of the Petitioner's services as a regular employee of Jinnah University for Women, which were allegedly discontinued on 01.06.2020 without issuance of any show cause notice and in violation of law. It was submitted that the stoppage of her services is illegal, void ab initio, and contrary to the settled principle that no employee can be dismissed or removed from service without due process of law. She prayed that the Respondents be directed to release all annual increments withheld from 2015 to

2021, and to pay her outstanding salary from 1st June 2020 onward, being the date from which she was prevented from performing her duties.

3. Learned counsel for the Petitioner contended that the Petitioner's premature retirement order dated 30.04.2015 was unlawful, mala fide, and founded upon an erroneous calculation of her length of service, and was therefore liable to be set aside. She further submitted that, in terms of the University Code, retirement could only be effected upon completion of 25 years of qualifying service or upon attaining the age of 60 years, and that too after issuance of due notice and allowing showing cause. It was also argued that similarly placed employees had previously secured relief from this Court in C.P. No. 3683 of 2016, wherein actions of the Respondent University of a similar nature were declared illegal and set aside. Learned counsel further submitted that the Petitioner was permitted to continue in service till May 2020, having rendered 27 years of service as a regular employee up to 2015 when she was shown as a retired employee; however, thereafter, her status was unilaterally changed from regular to contractual, thereby compelling her to continue in service under altered terms with protest. Subsequently, her services were discontinued without lawful authority, her annual increments were withheld, and her salary from June 2020 onwards remained unpaid. It was, therefore, prayed that the Petitioner be reinstated as a regular employee with continuity of service up to the age of superannuation, i.e., 60 years, along with payment of withheld increments and release of outstanding salary.

4. Conversely, learned AAG, assisted by learned counsel for Respondent Nos. 3 to 5, submitted that the Petitioner remained a permanent employee only until 2015 and, upon retirement, was engaged purely on a yearly renewable contractual basis. It was contended that the alleged change of status occurred in April 2015, whereas the present petition was filed in the year 2021, after considerable delay without any satisfactory explanation, and is thus hit by laches, as constitutional jurisdiction under Article 199 of the Constitution is discretionary in nature. It was further argued that having accepted contractual engagement after retirement and continued to serve thereunder without protest, the Petitioner cannot subsequently claim the status of a regular employee, nor does continuation on contract confer any vested right of regularization or renewal. He added that non-renewal of a fixed-term contract upon its expiry does not amount to dismissal or removal, and therefore, the requirement of show cause notice and principles of natural justice are not attracted. He next submitted that upon expiry of the last contract in May 2020, the University, in its discretion, chose not to renew the same, which cannot be equated with removal from service, nor does it entitle the Petitioner to increments or salary thereafter. They also denied the allegations of illegality, mala fide, and violation of statutory provisions, contending that the relevant provisions of the University Act are inapplicable to

contractual employees, while the applications allegedly submitted by the Petitioner were disputed for being unsigned and unsupported by proof of receipt. It was also argued that allegations regarding mismanagement and financial irregularities are extraneous to the present controversy. Accordingly, dismissal of the petition was sought.

5. After hearing learned counsel for the parties and perusing the record, it transpires that the core controversy revolves around the status of the Petitioner after 30.05.2015 and the legal consequences flowing therefrom, an excerpt of the office order dated 30.05.2025 is reproduced as under:-

“ **OFFICE ORDER**

The Vice Chancellor is pleased to appoint Ms. Uzma Shahab on retirement at the completion of 25 years regular service as Assistant Registrar in Registrar's Office, on contract basis for six (6) months on the same pay from 01.06.2015.

**Prof, Maqsood Hussain
REGISTRAR**

**Ms. Uzma Shahab
Assistant Registrar,
Registrar University for Women,
Karachi**

6. In light of the above, the admitted position that the Petitioner had served as a permanent employee of Jinnah University for Women for a period of 27 years assumes material significance. The record does not reflect that any allegation of misconduct, corruption, inefficiency, or any other disciplinary lapse was ever levelled against the Petitioner, nor were any disciplinary proceedings initiated against her at any point before the issuance of the premature retirement order dated 30.04.2015. In this regard chapter VII section 24 of the University statute provides that

“Except as otherwise provided, no officer teacher or other employee of the University holding a permanent post, shall be reduced in rank or removed or compulsorily retired from service, unless he/she has been given a reasonable opportunity of showing cause against the action proposed to be taken against him”

In such circumstances, prima facie the unilateral act of allowing the Petitioner to retire from service, without issuance of a show cause notice or affording an opportunity of hearing and converting it the contractual appointment cannot be sustained in the eyes of the law, as section 23 provides procedure for retirement from service, an excerpt of section 23 is reproduced as under:-

**“23. Retirement from service:-
An employee of the University shall retire from service:**

- i) ***On such date, after he/she has completed twenty five years of service qualifying for pension or other retirement benefits, as the affiliating authority may direct.***
Provided that no employee shall be retired unless he/she has been informed in writing of the grounds of the action proposed to be taken against him/her and has been given reasonable opportunity of showing cause against that action; or,
- ii) ***Where no direction is given under clause (i) above on the completion of sixty years of his/her age.***
- iii) ***Age limit of sixty years shall not be applied to a contractual position.”***

7. Although the Respondent University has sought to justify its action based on the powers conferred upon the competent authority under the University Code to compulsorily retire an employee without recourse to formal disciplinary proceedings, it is by now well settled that even where a statute or service framework provides for compulsory retirement, such power must be exercised in a fair, transparent, and non-arbitrary manner, and cannot be invoked to circumvent due process or to impose a punitive consequence in the absence of any material reflecting inefficiency or misconduct on the part of the employee. The exercise of such authority must satisfy the test of reasonableness and must not be tainted with arbitrariness to attract the prohibition contained in Article 4 and Article 25 of the Constitution.

8. In the present case, the premature retirement of the Petitioner after completion of sufficient years of unblemished service, without any pending inquiry or adverse material placed on record, amounts in effect to compulsory retirement simpliciter, which, though not styled as a punishment, visits the employee with serious civil consequences. The subsequent engagement of the Petitioner on a yearly contractual basis further reflects that the retirement was not based on any bona fide assessment of her utility or conduct, but was rather an administrative device to alter her service status to her detriment.

9. Consequently, the contention of the Respondents that the Petitioner voluntarily accepted contractual engagement loses its force, as the initial action of prematurely retiring her from permanent service, being unlawful, cannot be validated by her subsequent engagement under constrained circumstances. Any contractual arrangement entered into pursuant to such an impugned action would not disentitle the Petitioner from asserting her lawful right to continue as a regular employee until attaining the age of superannuation in accordance with law, and the intervening period shall also be counted into regular service.

10. For the foregoing reasons, it is held that the premature retirement of the Petitioner was passed in violation of the principles of natural justice and is not

sustainable under the relevant provisions of the University Act, 1998, and the University Code. The subsequent change in her status from permanent to contractual employee and the non-renewal of her contract in May 2020 are consequential actions flowing from the said illegal order and are likewise devoid of lawful authority.

11. Accordingly, the petition is allowed. The impugned order dated 30.04.2015 is set aside, and the Petitioner shall be deemed to have continued in service as a regular employee of Jinnah University for Women with continuity of service up to the age of superannuation, i.e., 60 years, until and unless she is subject to any disciplinary proceedings, if any. The Respondents are directed to restore all withheld annual increments and to release the outstanding salary payable to the Petitioner from 01.06.2020 onwards, along with all ancillary benefits, within a period of two months from receipt of this order.

JUDGE

JUDGE

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