

ORDER SHEET  
IN THE HIGH COURT OF SINDH AT KARACHI  
C.P. No. D-4992 of 2025  
[Mst. Nuzhat v. Government of Sindh and others]

Date	Order with signature of Judge(s)
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Before:  
Mr. Justice Adnan-ul-Karim Memon  
Mr. Justice Zulfiqar Ali Sangi

**Date of hearing and Order: 11.03.2026**

M/s. Sathi M. Ishaque and Ms. Abeeha advocates for the petitioners  
Mr. Wasiq Mirza & Mehwish Ali Khan advocate for the respondent No.2  
Mr. Abdul Jalil Zubedi AAG

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**ORDER**

**Adnan-ul-Karim Memon, J.** – Petitioner has filed this Constitution Petition under Article 199 of the Constitution of the Islamic Republic of Pakistan 1973, seeking the following relief:-

- i) *To direct the Respondent No.1&2 to allow the pension of the petitioner because the petitioner served fifteen years as an officer of 18 grade, Medical Technologist;*
- ii) *To direct the respondent No.2 to calculate the contractual period of service for the petitioner from 16.06.2009 to 14.08.2015 and consider it as an employed tenure.*

2. The case of the petitioner is that she was initially appointed as Medical Technologist on a contract basis on 16-06-2009 in Dow University of Health Sciences and continued to serve the institution with dedication. However, her contract was periodically extended, and she was subsequently regularized on 15-08-2015 in accordance with the institutional policy. It was submitted that the petitioner rendered about six years of contractual service followed by approximately nine years of regular service, and thus her total service comes to nearly fifteen years. As such, she is entitled to a pension.

3. Counsel for the petitioner submitted that the petitioner was retired on 23-09-2024 on attaining the age of superannuation; however, the respondent University refused to grant her pension on the ground that she had not completed ten years of regular service. It was argued that the respondents illegally excluded the contractual period of six years from the calculation of qualifying service, which was/is arbitrary and unjustified. Learned counsel maintained that in similar circumstances the superior courts have held that the contractual period may be counted for pensionary benefits and placed reliance upon the judgments reported as **2024 PLC (C.S.) 382**, and *Chairman/ Dean Sheikh Zayed Hospital Lahore v Amjad Mehmood Khan 2025 SCMR 168*, wherein it has been held that past

service may be considered for pension where the employee subsequently becomes a regular employee. He therefore prayed that the respondents be directed to count the petitioner's contractual service from 16-06-2009 to 14-08-2015 and grant her pension accordingly.

4. Conversely, learned AAG assisted by the counsel for respondent No.2/ Dow University of Health Sciences opposed the petition and submitted that the same is misconceived and not maintainable under Article 199 of the Constitution. He contended that a pension is a statutory right governed strictly by the applicable Pension Statutes of the University and cannot be granted on equitable or sympathetic grounds. It was argued that the petitioner was appointed purely on contractual terms which expressly excluded pensionary benefits and that such contractual service cannot be counted towards pension unless specifically provided by law. Counsel further submitted that the petitioner was regularized only on 15-08-2015, and her regular qualifying service up to the date of retirement on 23-09-2024 comes to 8 years, 11 months, and 19 days, which falls short of the minimum ten years of regular service required under the applicable Pension Statutes. He also referred to Section 4(1)(c) of the DUHS Pension Statutes, which excludes employees engaged on contract or special terms without pension stipulation from pensionary entitlement. It was therefore argued that the petitioner has already been paid gratuity and other admissible retirement benefits in accordance with the rules, and as such, no enforceable right to a monthly pension has accrued in her favour. Learned counsel accordingly prayed for dismissal of the petition.

5. Learned counsel for the petitioner, in rebuttal to the submissions of the learned AAG and counsel for respondent No.2, contended that the objections raised by the respondents are misconceived. He submitted that the petition is maintainable under Article 199 of the Constitution, as the petitioner has been denied a lawful service benefit by a public sector university performing statutory functions. Counsel argued that the respondents have wrongly excluded the petitioner's contractual service from the calculation of qualifying service. Although the petitioner was initially appointed on contract basis, she served the same institution continuously and was subsequently regularized on 15-08-2015, after which she continued in service until her retirement on 23-09-2024. Therefore, the earlier service rendered by her cannot be ignored merely because the initial appointment was contractual. It was further contended that reliance on Section 4(1)(c) of the DUHS Pension Statutes is misplaced, as the said provision applies to employees who remain on contract throughout their tenure, whereas the petitioner was later regularized and became part of the regular establishment. Counsel submitted that pension rules should be interpreted in a fair and beneficial manner, particularly where an employee has rendered long and continuous

service. He therefore prayed that the petitioner's contractual service from 16-06-2009 to 14-08-2015 be counted towards qualifying service and the respondents be directed to grant her pension in accordance with law.

6. We have heard the learned counsel for the parties and have carefully examined the material available on record as well as the case law cited at the bar.

7. The controversy in the present matter revolves around a narrow question, i.e., whether the contractual service rendered by the petitioner from 16-06-2009 to 14-08-2015 can be counted towards qualifying service for the purpose of pension after her subsequent regularization on 15-08-2015.

8. It is an admitted position on record that the petitioner initially joined the respondent-University as Medical Technologist on contract basis and continuously served the institution until her services were regularized on 15-08-2015. It is further undisputed that the petitioner continued to serve the respondent institution thereafter as a regular employee until her retirement on 23-09-2024 on attaining the age of superannuation. Thus, the petitioner rendered approximately six years of contractual service followed by nearly nine years of regular service, making her total service close to fifteen years with the same institution without any break.

9. The sole ground on which the respondents have denied pensionary benefits to the petitioner is that she did not complete the minimum qualifying service of ten years as a regular employee, as her regular service comes to 8 years, 11 months and 19 days. However, the respondents have refused to take into account the period during which the petitioner served the institution on contractual basis prior to her regularization.

10. The question whether past service rendered on contract or ad-hoc basis can be considered for pension after regularization is no longer *res integra*. The august Supreme Court of Pakistan in the case reported as **2025 SCMR 168** has held that where an employee continues to serve the same institution without break and is subsequently regularized, the earlier service cannot be ignored for the purposes of determining pensionary benefits, particularly when such service was rendered against a post and the employee ultimately becomes part of the regular establishment. The Supreme Court emphasized that pension is not a bounty but a right earned by an employee for long and faithful service, and beneficial service laws should be interpreted in a manner that advances the cause of justice rather than defeats it.

11. In the present case, the petitioner continuously served the respondent institution from 2009 until her retirement in 2024, and her contractual service was followed by regularization without any interruption. The respondents have not

disputed the fact that the petitioner performed the same duties and continued to serve the same department even during the contractual period. In such circumstances, exclusion of the entire contractual period merely on technical grounds would amount to denying the petitioner the benefit of her long and continuous service.

12. While the respondents have placed reliance upon Section 4(1)(c) of the DUHS Pension Statutes, which excludes contractual employees from pensionary entitlement, such provision cannot be interpreted in isolation to defeat the legitimate rights of an employee who subsequently becomes a regular employee and continues to serve the institution until retirement. Once the petitioner was regularized and became part of the regular establishment, the earlier service rendered by her cannot be rendered wholly irrelevant, particularly when the same was continuous and without break.

13. In view of the law laid down by the Supreme Court in **2025 SCMR 168**, and keeping in view the undisputed fact that the petitioner has rendered about fifteen years of continuous service with the respondent institution, this Court is of the considered view that the respondents were not justified in excluding the contractual period from the computation of qualifying service for pensionary purposes.

14. Consequently, the petition is allowed. The respondents are directed to count the petitioner's contractual service from 16-06-2009 to 14-08-2015 along with her regular service for the purpose of determining qualifying service for pension and thereafter calculate and release the petitioner's pensionary benefits in accordance with law, within a period of three months from the date of receipt of this order.

15. With these observations and directions, the petition stands disposed of. However, no order as to costs.

JUDGE

JUDGE