

HIGH COURT OF SINDH, CIRCUIT COURT LARKANA

C.P. No. D-1228 of 2025

[Waheed Ahmed & others v. Province of Sindh & others]

C.P. No. D-1231 of 2025

[Shahzad Ahmed & another v. Province of Sindh & others]

C.P. No. D-1236 of 2025

[Aamir Ali & another v. Province of Sindh & others]

C.P. No. D-1244 of 2025

[Salar Khan & others v. Province of Sindh & others]

C.P. No. D-1245 of 2025

[Abid Ali & others v. Province of Sindh & others]

C.P. No. D-1248 of 2025

[Muhammad Bakhsh & others v. Province of Sindh & others]

C.P. No. D-1251 of 2025

[Farukh Khalil & others v. Province of Sindh & others]

Present:

Mr. Justice Adnan Iqbal Chaudhry,

Mr. Justice Abdul Hamid Bhurgri,

Petitioners : Waheed Ahmed & others in C.P. No. D-1228 / 2025, Shahzad Ahmed & others in C.P. No. D-1231 / 2025, Salar Khan & others in C.P. No. D-1244 / 2025 and Abid Ali & others in C.P. No. D-1245 / 2025, through Mr. Rafique Ahmed K. Abro, Advocate.

Aamir Ali & another in C.P. No. D-1236 / 2025 through Mr. Abdul Rehman A. Bhutto, Advocate.

Muhammad Bakhsh & others in C.P. No. D-1248 / 2025, Farukh Khalil & others in C.P. No. D-1251 / 2025, through Mr. Habibullah G. Ghouri, Advocate.

Respondents : Province of Sindh & others through Mr. Liaquat Ali Shar, Additional Advocate General Sindh a/w Dr. Parkash Lal, Focal Person on Court matters on behalf of Secretary Health, Government of Sindh, Dr. Muhammad Qasim

Director, Health Services, Larkana and Dr.Khursheed
Ahmed Bhutto, Focal Person for D.H.O., Jacobabad.

Date of hearing : 26-02-2026

Date of decision : 05-03-2026

JUDGMENT

Adnan Iqbal Chaudhry J. - The Health Department, Government of Sindh, terminated the Petitioners' employment. The Petitioners pray for a writ to reinstate them in service and to regularize their service.

2. During the covid-19 pandemic, the Health Department, Government of Sindh, decided to engage medical students, nursing students, data-entry operators and general public volunteers to perform services at Corona Vaccination Centers [CVCs] in various districts on a stipend of Rs. 600 per day for a period of 89 days. The Petitioners aver that between 30.09.2021 to 22.04.2022 they were so appointed by the respective District Health Officer [DHO] as data-entry operators, nursing students and general public volunteers and posted at CVCs in districts Jacobabad, Kashmore @ Kandhkot, Kamber-Shahdadkot and Shikarpur.

3. As the pandemic subsided, the DHOs withdrew the Petitioners from CVCs and deployed them at other health facilities. By Cabinet decision dated 03.04.2024, the term of Petitioners' employment was extended up to 30.06.2024. However, since the DHOs retained the Petitioners even thereafter, a summary was moved for a further extension in the term of their employment and payment of their wages. The DHOs recommended that Petitioners should be regularized in service considering the shortage of paramedic staff, however, the Health Department did not agree with that suggestion. Therefore, by decision dated 07.08.2025, while the Provincial Cabinet approved payment of wages to the Petitioners up to 30.06.2025, they decided not to extend their services beyond said date. Consequently, in September 2025, the

DHOs of Jacobabad, Kashmore @ Kandhkot, Kamber-Shahdadkot and Shikarpur issued office orders stating that services of the Petitioners stood terminated w.e.f. 30.06.2025.

4. The Petitioners submit that they were in service since 30.09.2021 and performed duties to the satisfaction of the Health Department, therefore, their employment could not be terminated without cogent reasons, especially when the DHOs had opined that service of the Petitioners should be regularized as there was shortage of paramedic staff. Learned counsel for the Petitioners rely on judgment dated 18.11.2025 passed by a learned Division Bench of this Court at Hyderabad in the case of *Mudasir Ali Bhatti v. Province of Sindh* (C.P. No.D-1664/2025), whereby similar staff employed for CVCs at Hyderabad, was ordered to be reinstated until regular recruitment of paramedic staff, with the observation that they shall be given preference at the time of regular recruitment.

5. Heard learned counsel and perused the record.

6. It is to be noted at the outset that reinstatement in service and regularization of service are distinct matters. A prayer for regularization of service by an employee who stands terminated from service, cannot be considered until he makes out a case for reinstatement in service. As observed by the Supreme Court in *Khushal Khan Khattak University v. Jabran Ali Khan* (2021 SCMR 977), followed by a Division Bench of this Court in *Inayatullah Lashari v. Commissioner Larkana*, 2024 PLC (C.S.) 460, continuity in service is a pre-condition to seeking regularization. Even where an employee in service seeks regularization, it is by now settled law that in the absence of a statute or Government policy requiring or enabling the employer to regularize a contract employee, no writ can issue to do so under Article 199(1)(a) of the Constitution of Pakistan. The binding precedents of the Supreme Court holding so, have already been discussed by a Full Bench of this Court in *Muhammad Arif v. Federation of Pakistan*, 2025 PLC (C.S) 93. Therefore, even if the present

Petitioners were to succeed in reinstatement, there is no statute or Government policy under which their service can be regularized. In other words, the prayer for regularization is not maintainable.

7. Adverting now to the main prayer for reinstatement in service, it is elucidated by the Full Bench of this Court in *Muhammad Arif v. Federation of Pakistan*, **2025 PLC (C.S) 93**, that even where an employee is amenable to writ jurisdiction, a writ under Article 199(1)(a)(i) of the Constitution can issue only to do a thing 'required by law to do'. It is in this context of what the 'law' requires to be done, that the test of statutory rules came about in cases where the employee was on contract and not a civil servant. It was thus laid down by the Supreme Court that where terms and conditions of employment are not governed by statutory rules but by contract or by regulations, instructions or directions intended for internal use, the violation thereof cannot be normally enforced through a writ petition. It was categorically held by the Supreme Court in *Province of Punjab v. Prof. Dr. Javed Iqbal* (**2022 SCMR 897**) and *Khushal Khan Khattak University v. Jabran Ali Khan* (**2021 SCMR 977**), that while exercising constitutional jurisdiction the High Court cannot revive or renew expired contracts or alter the terms and conditions of an employee's contract.

8. Apparently, aforesaid decisions of the Supreme Court and by the Full Bench of this Court were not noticed by the learned Division Bench at Hyderabad in the case of *Mudasir Ali Bhatti v. Province of Sindh* (**C.P. No. D-1664/2025**) when it proceeded to reinstate those petitioners despite expiry of their contracts. Therefore, respectfully, we observe that the judgment dated 18.11.2025 relied upon by the Petitioners is not binding precedent in terms of Article 189 of the Constitution of Pakistan.

9. Admittedly, the Petitioners were not regular employees of the Health Department, but were appointed on daily wages for a specific period. Their appointment orders had stipulated that their employment was purely temporary, clearly to cater to the emergency

brought by the covid-19 pandemic. Though the Provincial Cabinet had extended their employment from time to time up to 30.06.2025, it did not see the need to extend it further when the pandemic had gone. Therefore, the impugned office orders issued by the DHOs for terminating the Petitioners' employment had essentially announced that their employment contracts had expired on 30.06.2025. Such termination of employment by expiry was neither a breach of the appointment orders nor violation of any statutory rule. Resultantly, the prayer for reinstatement in service, which is essentially a prayer to revive expired contracts, is also not maintainable.

10. For the foregoing reasons, these petitions are dismissed.

J U D G E

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*Qazi Tahir PA**