

THE HIGH COURT OF SINDH, KARACHI

Before:

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

CP No.D-4014 of 2022

[Ms. Umaira Ayub v. Province of Sindh and others]

Petitioner : M/s Abdul Samad and Riaz Ali advocates
Respondent No.1-4 : Mr. Sandeep Malani, Asstt. Advocate General
Respondents No.5&6 : Mr. Ovais Ali Shah advocate
Dates of hearing : 28.08.2025
Date of decision : 28.08.2025

JUDGMENT

Mohammad Karim Khan Agha, J. – The petitioner has filed instant petition wherein it is stated that she is well-educated, holding both Master's and Bachelor's degrees, as well as a diploma from (AIOU). Respondent No.6 invited applications for various posts, including the position of Assistant (BS-16). The petitioner applied for the said post and, after successfully completing the requisite test and interview, was ultimately selected. On 05.03.2020, Respondent No.6 offered her an appointment on an adhoc/contract basis, accompanied by an office order indicating that she was appointed by Respondent No.5 for the period from 03.03.2020 to 31.08.2020, on a consolidated salary package. The petitioner joined her duties after completing all formalities and was posted in the Examination Department. Her employment was extended vide letter dated 01.09.2020 for a further period from 01.09.2020 to 01.03.2021. However, instead of regularizing her services, she was again reappointed by Respondent No.6 on 21.05.2021 to the same post for a further period of six months. Subsequently, on 24.11.2021, her employment was extended once again for another six months, along with instructions to submit a progress report regarding her work. However, abruptly and without assigning any reason, Respondent No.6, vide letter dated 10.06.2022, discontinued the petitioner's employment contract. The petitioner thereafter submitted an application and an appeal, both dated 13.06.2022, to the respondents/university, seeking consideration for regularization of her services. These representations are still pending and instead of passing orders on it, the petitioner was not permitted to continue her duties after 01.07.2022. Hence the petitioner has approached this Court and prayed for the following reliefs:

- (i) Set aside the impugned discontinuation letter dated 10.06.2022 and declare the same to be ultra vires, illegal, void ab initio, coram non judice as the same has been issued without providing any opportunity of hearing to the petitioner as well as against the maxim of audi alteram partem;
- (ii) Restrain and prohibit the respondent No.6 from acting upon the impugned discontinuation letter dated 10.06.2022 and allow the petitioner to continue her services w.e.f 01.07.2022 and
- (iii) Grant any other relief(s) which under the circumstances of the case the Hon'ble Court may deem fit and proper may kindly be granted.

2. We have heard the parties and minutely perused the record.

3. The first issue to be resolved is whether this petition is maintainable or not under Article 199 of the Constitution. It appears that the petitioner is a contractual employee working for a statutory organization. In such like cases the Supreme Court has held that such petitions are not maintainable under Article 199 of the Constitution. In this respect reliance is placed on the case of **Chairman NADRA Islamabad V Muhammed Ali Shah** (2017 SCMR 1979) which held as under in material part;

“Therefore, till such time that the employees were regularized they would continue to be governed by the terms and conditions of the contract which they had with NADRA. The writ or constitutional jurisdiction of the High Court under Article 199 of the Constitution could not be invoked by a contractual employee of a statutory organization, such as NADRA (see Pakistan Defence Officers’ Housing Authority v. Jawaid Ahmed reported as 2013 SCMR 1707, Pakistan Telecommunication Co. Ltd. v. Iqbal Nasir reported as PLD 2011 Supreme Court 132 and P.T.C.L. v. Masood Ahmed Bhatti reported as 2016 SCMR 1362.)”

4. Hence this petition is dismissed as being not maintainable.

5. **Even otherwise**, the petitioner was a contract employee of the Shaheed Zulfiqar Ali Bhutto Institute of law and Clause 2.2 of the petitioner’s contract dated 05.03.2020 with Shaheed Zulfiqar Ali Bhutto Institute of law **provided** as under;

“2.2. TERMINATION/EXTENSION OF CONTRACT: Appointment on contract shall be liable to termination on one month notice or payment of one months’ pay in lieu thereof **on either side without assigning any reason.**”

6. The services of the petitioner were discontinued/terminated simplicitor with effect from 01.07.2022 vide letter dated 10.06.2022 by Shaheed Zulfiqar Ali Bhutto Institute of law without cause and as such no stigma was attached to the termination of the petitioners services which was within Shaheed Zulfiqar Ali Bhutto Institute of law’s contractual right as per contract signed by the petitioner with the Shaheed Zulfiqar Ali Bhutto Institute of law. 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 Shaheed Zulfiqar Ali Bhutto Institute of law. 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.”
7. 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 Shaheed Zulfiquar Ali Bhutto Institute of law.
8. Shaheed Zulfiquar Ali Bhutto Institute of law shall pay any back benefits or other dues which are owed to the petitioner on account of his contractual employment with them, if it has not already done so, within 2 months of receiving such claim, if any, from the petitioner.
9. A copy of this Judgment shall be sent to the Registrar of the Shaheed Zulfiquar Ali Bhutto Institute of law for information and compliance by fax and electronic modes.
10. This petition is disposed of in the above terms.

HEAD OF CONST. BENCHES

JUDGE

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