

THE HIGH COURT OF SINDH, CIRCUIT COURT LARKANA

Present:

Mr. Justice Adnan Iqbal Chaudhry
Mr. Justice Ali Haider 'Ada'

Constitution Petition No. D-13 of 2025

[Asif Ali & Another Versus Vice Chancellor, S.M.B.B.M.U, Larkana and others]

04.02.2026

Mr. Muhammad Afzal Jagirani, Advocate for the Petitioners.

Mr. Sarfaraz Ali M. Abbasi, Advocate for Respondents.

Mr. Liaquat Ali Shar, Addl. Advocate General, Sindh.

ORDER

Adnan Iqbal Chaudhry J.- The petitioners pray for a writ to the Shaheed Mohtarma Benazir Bhutto Medical University to regularize their service on the ground that they have been serving the University for a long time.

2. The petitioners were appointed as Junior Clerks on contract on 11.06.2020 and 01.09.2022 for three and six months respectively. Contract of petitioner No.1 was renewed for six months by office order dated 26.08.2022 although it is contended by the University that the same is forged.

3. Apparently, the Petitioners were employed by the University on contract for limited duration. None of the Petitioners show that their contracts were renewed thereafter.

4. Be that as it may, to quote from the judgment of the Full Bench of this Court in *Muhammad Arif v. Federation of Pakistan*, 2025 PLC (C.S) 93, it is settled law that for a writ to issue under Article 199(1)(a) of the Constitution the petitioner has to establish that he is guaranteed a fundamental or legal right, as the object of the Article is the enforcement of a legal right and not the establishment of a legal right.¹ The precedents binding us categorically hold that in the absence of a specific provision in the contract, or a law providing for regularization, contract employees do not have a vested right for regular appointment solely for long and satisfactory contractual service; and that, while exercising jurisdiction

¹ *Abdullah Mangi v. Pakistan International Airlines Corporation* (2005 SCMR 445).

under Article 199 of the Constitution the High Court cannot extend the scope of a contract or alter the terms and conditions of employment in favour of the employee. These are pronouncements of the Supreme Court in *Muzaffar Khan v. Government of Pakistan* (2013 SCMR 304); *Government of Khyber Pakhtunkhwa, Workers Welfare Board v. Raheel Ali Gohar* (2020 SCMR 2068); *Owais Shams Durrani v. Vice-Chancellor Bacha Khan University* (2020 SCMR 1041); *Sui Southern Gas Company Ltd. v. Zeeshan Usmani* (2021 SCMR 609); *Government of Khyber Pakhtunkhwa v. Saeed ul Hasan* (2021 SCMR 1376); *Khushal Khan Khattak University v. Jabran Ali Khan* (2021 SCMR 977); *Pakistan Telecommunication Company Ltd. v. Muhammad Samiullah* (2021 SCMR 998); *Government of Khyber Pakhtunkhwa v. Sher Aman* (2022 SCMR 406); *Deputy Director Finance & Administration FATA v. Dr. Lal Marjan* (2022 SCMR 566); and *Vice Chancellor Agricultural University, Peshawar v. Muhammad Shafiq*². The *ratio decidendi* of these precedents is that absent a statutory basis for regularization, an employee has no fundamental or vested right to regularization.

5. Learned counsel submits that contract employees were regularized by the University in 2020. But even if that is so, it was prior to the aforesaid precedents.

6. Therefore, when there is no statute or Government policy applicable to the University requiring or enabling it to regularize contract employees, no writ can issue to it to do so under Article 199(1)(a) of the Constitution. In such circumstances, the refusal of the University to regularize the Petitioners does not infringe their fundamental rights in Articles 9 or 25 of the Constitution and does not entitle them to invoke the writ jurisdiction of the High Court. The petition is therefore dismissed.

JUDGE

JUDGE

Zulfiqar

² Judgment dated 17-01-2024 in C.P. No. 2270/2019 and connected petitions.