

*Order Sheet*  
**IN THE HIGH COURT OF SINDH KARACHI**

Before:

Mr. Justice Adnan-ul-Karim Memon

Mr. Justice Adnan Iqbal Chaudhry

**Constitutional Petition No. D –5124 of 2020**

Mst. Farkhunda Yasmeen

*Versus*

The Secretary Ministry of Interior and 02 others

Date of hearing  
& order : 21.10.2020

Mr. Muhammad Akbar Awan, advocate for the petitioner.

**ORDER**

**ADNAN-UL-KARIM MEMON, J.** – - Through the instant Petition, the Petitioner has impugned her termination of the contract–B dated 09.07.2020 issued by the competent authority of Pakistan Rangers (Sindh).

2. Brief facts of the case are that Petitioner was appointed on 01.01.2017 as Pharmacist in BPS-17, on a contract basis for two years in Pakistan Rangers, which was renewed for one (01) more year. It is averred by the Petitioner that on 09.07.2020 her contract was unilaterally terminated without show cause notice. The petitioner claims that she was not given an opportunity of personal hearing on the issue involved in the matter and the Competent Authority of Respondent-Pakistan Rangers took the ex-parte decision against her.

3. At the outset, we asked learned counsel for the petitioner to satisfy this Court about the maintainability of this petition.

4. Mr. Muhammad Akbar Awan, learned counsel for the Petitioner, has contended that the termination of contract-B dated 09.07.2020 issued by Respondent-Pakistan Rangers is in gross violation of law; that the Petitioner had illegally been removed from service upon false allegations and by stigmatizing her personality; that the Petitioner has been condemned unheard and removed from service without holding proper inquiry into the allegations leveled against the Petitioner, which is unwarranted under the law; that the act of Respondent-Pakistan Rangers is based on malafide intention and personal ego; that the Petitioner though appointed on contract basis, is entitled to a fair opportunity to

clear her position in terms of Article 4, 10-A and 25 of the Constitution of Islamic Republic of Pakistan 1973; that this Court has jurisdiction to interfere in the matters involving denial of such rights of citizens of this Country by the State Functionaries; that if the termination of contract conveys a message of a stigma the employee cannot be ousted from service without resorting to the procedure as provided under the law. He lastly prays for allowing the instant Petition.

5. We have heard learned Counsel for the petitioner on the issue of maintainability of the instant petition under Article 199 of the Constitution.

6. We have perused the termination of contract letter dated 09.07.2020 of Petitioner, which is a contractual appointment for a limited period. The record does not reflect that the service of the Petitioner was regularized by the Respondent-Pakistan Rangers.

7. We are of the view that such an appointment would be terminated on the expiry of the contract period or any extended period on the choice of Employer or Appointing Authority. The case of the Petitioner is governed by the principle of Master and Servant, therefore, the Petitioner does not have any vested right to seek reinstatement in service. It is well-settled law that contract employees cannot claim any vested right for reinstatement in service.

8. Reverting to the claim of the Petitioner that she has been condemned unheard by the Respondent-Pakistan Rangers on the allegations, the record reflects that though the Petitioner was a contract employee and under the law, an opportunity of Show Cause can only be issued to the employee, who is holding a permanent post, whereas the record does not reflect that the Petitioner was a permanent employee of Respondent-Pakistan Rangers, therefore in our view the Petitioner cannot claim vested right to be reinstated in service. It is well-settled law that the service of temporary employees can be terminated on 14 days' notice or pay in lieu thereof, whereas in the present case petitioner claims revival of the contract through reinstatement in service, which factum cannot be thrashed out in writ jurisdiction.

9. Prima-facie, the Respondents have no ostensible reason to put false allegations of irregularities in inventory management, amendment in drug formulary, and purchase of Medicines for Pakistan Rangers Hospital Karachi Pharmacy, against the petitioner.

10. During arguments, the petitioner put certain allegations against the respondents. It is well-settled law that the disputed question of facts cannot be adjudicated upon in the Constitutional jurisdiction of this Court.

11. In the present case, there is no material placed before us by which we can conclude that Impugned termination of the contract has been wrongly issued by Respondent-Pak Rangers.

12. The Petitioner has failed to establish that she has any fundamental / vested right to remain on the temporary / contractual post. Therefore, the argument of the Petitioner that she was not heard before the issuance of the Impugned letter dated 09.07.2020 is not tenable in the eyes of law.

13. In view of the foregoing, the Constitutional Petition in hand is not maintainable, hence, is dismissed in limini with no order as to cost.

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