

**IN THE HIGH COURT OF SINDH,**  
**Bench at Sukkur**

**C. P. No. D – 909 of 2021**

**Zahid Ali Kolachi & others.....Petitioners**  
**Versus**  
**Principal, Ghulam Muhammad Mahar Medical College, Sukkur & others.....Respondents**

**Before:**

Mr. Justice Muhammad Junaid Ghaffar  
Mr. Justice Zulfiqar Ali Sangi

Date of Hearing: **11-01-2022**  
Date of Decision: **11-01-2022**

Mr. Rukhsar Ahmed M. Junejo, Advocate for the Petitioners.  
Mr. Ali Raza Baloch, Assistant A.G-Sindh.

**ORDER**

**Muhammad Junaid Ghaffar, J.** – Through this Petition, the Petitioners have sought the following relief(s):

“a. To declare that the act of the Respondents for not granting the further contract period further of the Petitioners is illegal, improper, ab initio void and against the principles of natural justice, as the Petitioners are serving.

b. To declare that the act of the Respondents for not releasing the salaries since 01.01.2021 to the Petitioners is illegal, improper, ab initio void and against the principles of natural justice.

c. To issue the strict directions to release the salaries of Petitioners without further delay and also continue the same in future, as the Petitioners and their family members are suffering a lot and passing the days of starvation.

d. To direct the respondents to regularize the services of Petitioners on regular basis as they have served in the Unit more than three years.

e. To grant interim injunction restraining the Respondents not to allow any other person to join their duties against the posts of Petitioners and also restrain the Respondents not to take any adverse

action against the Petitioners for filing the instant Petition, through themselves, their agents, till final disposal of main petition.

f. To grant any other equitable relief, which this Honourable Court deems fit and proper in the circumstances of the case”.

**2.** Notice was ordered and comments have been filed.

**3.** Learned Counsel for the Petitioners was confronted as to the grant of prayer clause (a), as apparently contract of the Petitioners stood expired on 31.12.2020 and to this, he submits that the Petitioners are still working; whereas, salaries have not been released after 01.01.2021.

**4.** On the other hand, learned Assistant A.G has referred to the comments and submits that the Petitioners were Project employees and their contract was also subject to termination without notice; whereas, lastly it was extended upto 31.12.2020, hence no case is made out. In support of his contentions, he relied upon cases reported as *Government of Khyber Pakhunkhwa through Secretary Agriculture, Livestock and Cooperative Department Peshawar and others v. Saeed-ul-Hassan and others (2021 SCMR 1376)* and *Vice Chancellor, Bacha Khan University Charsadda, Khyber Pakhunkhwa and others v. Tanveer Ahmad and others (2021 SCMR 1995)*

**5.** We have heard learned Counsel for the Petitioners as well as learned Assistant A.G and perused the record.

**6.** There appears no dispute that the Petitioners were employed for a Project in 2013, which was in respect of construction being carried out by the Works & Services Department, Government of Sindh and thereafter their services were extended from time to time and apparently Project stands completed and their contract has expired on 31.12.2020. To that extent, this factual aspect has gone unchallenged except the contention of the Petitioners’ Counsel that they are still working. While confronted, he is not in a position to refer to any document, whereby it can be inferred that the contract stands extended.

**7.** It is also settled law that even otherwise services of Project employees cannot be regularized nor employees whose contract has

expired can be extended by the Court. Therefore, as to prayer clause (a), there is no case. Similarly, as to claim of the salaries, since contract already stands expired on 31.12.2020 and in the comments, it has been stated that thereafter Petitioners are not entitled for any salary, hence we in this constitutional jurisdiction cannot determine the fact that whether the Petitioners had worked even after expiry of their contract. Learned AAG is justified in relying upon the cases reported as *Government of Khyber Pakhunkhwa through Secretary Agriculture, Livestock and Cooperative Department Peshawar and others and Vice Chancellor, Bacha Khan University Charsadda, Khyber Pakhunkhwa and others (supra)*, wherein the Hon'ble Supreme Court has been pleased to hold that the contractual employees have no vested rights of their regularization; and Project employees also cannot claim any regularization after expiry or completion of the same.

**8.** In view of hereinabove facts and circumstances of the case, no case for indulgence is made out; therefore, this Petition being misconceived is hereby dismissed.

J U D G E

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Ahmad