

ORDERSHEET
IN THE HIGH COURT OF SINDH BENCH AT SUKKUR
 C.P No. D- 1001 of 2021

<u>DATE</u>	ORDER WITH SIGNATURE OF JUDGE
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Fresh case.

1. For orders on CMA 6645/2021 (u/a)
2. For orders on CMA 4528/2021 (Ex)
3. For hearing of main case.
(Matter already fixed on 12.10.2021)

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23-09-2021

Mr. Imam Bakhsh Marri, Advocate for the petitioner.

1. Granted.
2. Granted subject to all just exceptions.
3. Through this petition the petitioner has sought the following reliefs.
 - (a) To declare the act of respondents for not regularizing the services of petitioner as illegal, unlawful, ultra vires, null and void without any lawful authority.
 - (b) To direct the respondents to regularize the service of petitioner as NaibQasid, as the petitioner has served on contingent/contract basis for 09 years from 2009 to 2018, therefore, he is entitled to be regularized in accordance with law.
 - (c) Any other relief may kindly be granted as this Hon'ble Court may deem fit and proper under the circumstances of the case.
 - (d) To award cost of the petition.

We have confronted the petitioner's counsel as to maintainability of this petition in view of the fact that firstly; petitioner was under contract employment which expired in 2018, then how he can seek extension of his contract through this petition; and secondly, how in that case question of regularization arises, and he is not in a position to satisfactorily respond. We may observe that there is a series of case law on the subject that if a contract of an employee has expired, then in constitutional

jurisdiction neither can he be reinstated nor the contract can be extended, whereas, the question of regularization also does not arise. After accepting the terms and conditions for contractual appointment, the contract employee has no locus standi to file a Constitutional Petition seeking writs of prohibition and or mandamus against the authorities from terminating his service and or to retain him on his existing post on regular basis; a contract employee, whose period of contract expires by efflux of time, carry no vested right to remain in employment of the employer and the courts cannot compel the employer to reinstate him or to extend his contract¹. Further reliance in this regard may also be placed on the case reported as Farzand Ali v. Province of West Pakistan PLD 1970 SC 98 Government of Balochistan, Department of Health, through Secretary Civil Secretariat, Quetta v. Dr. ZahidaKakar and 43 others 2005 SCMR 642, Dr. Mubashar Ahmed v. PTCL, through Chairman, Islamabad, and another 2007 PLC (C.S.) 737, Sindh High Court Bar Association v. Federation of Pakistan PLD 2009 SC 879, Abid Iqbal Hafiz v. Secretary, Public Prosecution Department, Government of Punjab, Lahore, and others PLD 2010 SC 841, Suo Motu Case No.15 of 2010 (In re; Sou Motu action regarding regularization of contract employees of Zakat Department and appointment of Chairman of Central Zakat Council) 2013 SCMR 304, QaziMunir Ahmed v. Rawalpindi Medical College and Allied Hospital through Principal and others 2019 SCMR 648, Province of Punjab through Secretary Agriculture Department Lahore and others v. Muhammad Arif and others 2020 SCMR 507, NaureenNaz Butt v. Pakistan International Airlines 2020 SCMR 1625, Government of Khyber Pakhtunkhwa, Workers Welfare Board, through Chairman v. Raheel Ali Gohar and others 2020 SCMR 2068, and judgment dated 18.02.2021 pronounced in Civil Appeals Nos. 936 and 937 of 2020.

In view of such position this petition merits no consideration and the same is hereby dismissed in limine.

JUDGE

JUDGE

Irfan/PA.

¹AnjumBadar v Province of Sindh (PLD 2021 Sindh 328)

