

**ORDER SHEET
IN THE HIGH COURT OF SINDH, CIRCUIT COURT,
HYDERABAD**

C.P. No.D-360 of 2021

DATE	ORDER WITH SIGNATURE OF JUDGE (S)
	1. For hearing of M.A. No.5609/2022.
	2. For hearing of M.A. No.1901/2021.
	3. For hearing of main case.
<u>11.05.2022</u>	

Mr. Javeed Akhtar Rind, Advocate for the petitioner.
Mr. Muhammad Ismail Bhutto, Additional Advocate General, Sindh.
Mr. Muhammad Ali Zardari with focal person of RBOD Zafar Ahmed Khan.
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The petitioner was appointed on contract basis vide contract agreement for consultancy services for detailed engineering design and construction supervision of small/minor structures of RBOD; however, it is claimed that the contract was terminated in violation of Article 7 thereof. He further submits that a cheque for the remuneration of the services rendered was also bounced. He pleaded that the termination could not have been made without providing thirty (30) days period.

We have heard the learned counsel for the petitioner and are of the view that none of these considerations could maintain this petition as the petitioner was only on contract basis, if the contract was allegedly terminated without following the requirements of Article 7, the petitioner may pursue his remedy for such unlawful termination, as claimed before a Court having jurisdiction in this regard. Similarly as far as the recovery of the outstanding dues, if any, is concerned and the proceedings that concerns with the bounced cheque, the petitioner may pursue his remedy available to him under the law; however, the petition for the prayers of an unlawful termination, restoration and the recovery of alleged dues cannot be maintained. The petition being misconceived is dismissed with pending applications.

JUDGE

JUDGE