

**IN THE HIGH COURT OF SINDH, KARACHI**

**C. P. No. D-2275 / 2022**

Date

Order with signature of Judge

**Present: *Mr. Justice Muhammad Junaid Ghaffar*  
*Mr. Justice Agha Faisal***

**Petitioner:** Muhammad Farooq Almas in person.

**Respondents:** Federation of Pakistan & Others,  
Through Mr. Bashir Ahmed, Advocate.

**Mr. Syed Yasir Shah, Assistant  
Attorney General.**

**Date of hearing:** 14.10.2022

**Date of Order:** 14.10.2022.

**ORDER**

**Muhammad Junaid Ghaffar, J:** Through this Petition, the Petitioner has impugned Termination Letter dated 08.04.2022 on the ground that the same is unlawful and in violation of the KPT Act, 1886; whereas, the petitioner had a valid agreement of employment till 2024; hence, liable to be set aside.

2. On the other hand, Respondent's case is that the Petitioner was not a permanent employee rather a contract employee which was subject to satisfactory performance; hence, no case is made out.

3. We have heard the Petitioner in person as well as learned Counsel on behalf of KPT. Admittedly, the Petitioner was employed with KPT by way of a Written Agreement dated 01.02.2021 which was though valid for three years; however, clause 3(c) of the Agreement provided that the work performance, attendance and conduct of the Petitioner will be evaluated every three months and if found to be unsatisfactory, the services will be terminated. It further appears that during evaluation, allegedly, the Petitioner could not render satisfactory performance, whereas, his conduct

and behaviour was also unsatisfactory; rather he was a trouble maker and various complaints were received regarding his conduct. Based on this, the contract was terminated. Once the petitioner had voluntarily entered into in agreement having a performance evaluation clause, which now stands exercised by KPT, whereas, at the time of approaching this Court, the petitioner stood terminated; then, we while exercising discretionary jurisdiction under the Constitution, must not intervene as a matter of routine, barring exceptions and the present case does not fall in such exceptions.

4. In our considered view, besides the fact that an agreement or contract cannot be enforced in writ jurisdiction even otherwise no case for indulgence is otherwise made out as admittedly, the Agreement was conditional and was based and dependent on satisfactory performance; therefore, this Petition being misconceived is hereby dismissed. However, the petitioner is at liberty to seek performance of the Agreement in question, or claim damages, if otherwise permissible in law by way of a Civil remedy.

**J U D G E**

**J U D G E**

Arshad/