

ORDER SHEET
IN THE HIGH COURT OF SINDH, BENCH AT SUKKUR

C.P.No. D- 3549 of 2012

(Subhan Ali v. P.O Sindh & others)

Date of hearing	Order with signature of Judge.
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Hearing of Case
For hearing of main case

29-03-2023

Mr. Mushtaque Ahmed Shahani, Advocate for the petitioner.
Mr. Zulfiqar Ali Naich, Assistant A.G along with Syed Athar Hussain,
Secretary Council, Tarai-33 Taluka Salehpat.

Through instant petition, the petitioner Subhan Ali seeks declaration to the effect that not allowing him in service by the respondent No.2 (Taluka Municipal Administration, Salehpat-Sukkur) is illegal so also his termination from the post of Chowkidar in BPS-01 is illegal and thus he be allowed to continue his services in TMA, Salehpat district Sukkur.

2. It is case of the petitioner that vide Resolution No.2 dated 14.11.2005, he was appointed as Office Chowkidar (BPS-01) in the office of Union Council Tarai, Taluka Salehpat-Sukkur on monthly pay plus usual allowances purely on contract basis.

3. In response to claim of the petitioner, the respondent No.3 (Secretary U.C, Tarai-33 Taluka Salehpat) initially filed comments on 30.11.2019, *inter alia*, admitting that the petitioner was appointed on contract basis. Subsequently, on the directions of this Court vide order dated 06.09.2022, detailed comments were filed by the respondent No.3 on 21.09.2022, wherein it has been asserted that no record of the

petitioner is available in respect of his appointment order. From the perusal of his appointment order (Annexure-A, available at page-11 of the memo of petition), it transpires that same does not bear outward number nor any date is mentioned thereon, which creates serious doubt on the genuineness of the aforesaid appointment order. It has, however, been admitted that the name of the petitioner is present in the Attendance Register at serial No.3 for the month of July, 2007.

4. Even if the appointment of the petitioner, despite the fact that the appointment letter bears no outward number and date, is considered genuine, it is an admitted position that the petitioner was appointed on purely contract basis on monthly pay. It is within the mandate of the appointing authority to continue or otherwise discontinue services of a contract employee; however, a contract employee, as per dictum laid down by the Hon'ble Supreme Court of Pakistan reported as *Government of Khyber Pakhtunkhwa v. Sher Aman (2022 SCMR 406)* cannot claim right for regularization of his services nor even to remain continue in service till indefinite period. Suffice it to say, that the authority, who appoints a person on contingent basis, is competent to discontinue his services at any time even without issuing him a formal notice. Hence, this petition being devoid of any merit stands **dismissed** accordingly.

JUDGE

JUDGE