

HIGH COURT OF SINDH, CIRCUIT COURT, HYDERABAD

C.P No.D-1605 of 2014

[Ayaz Hussain Junejo and 29 others vs. Vice-Chancellor University of Sindh & others]

Date	Order with signature of the Judge
------	-----------------------------------

11.02.2025

Mr. S.M Imran Ahmed Alvi, Advocate for the Petitioners

Mr.Kamaluddin, Advocate for Respondents

Mr. Rafiq Ahmed Dahri, Asst. Advocate General

ORDER

The present writ petition has been filed by the Petitioners under Article 199 of the Constitution of Pakistan, 1973, seeking directives for the respondents/University to regularize their services based on a letter dated 03.5.2013, issued by the then Director of the Institute of Sindhology, University of Sindh, Jamshoro. The Petitioners challenge their termination and non-regularization, asserting their entitlement to regularization based on the service rendered under a contract.

2. The learned counsel representing the Petitioners, learned counsel representing the Respondents, and the learned Assistant Advocate General have been duly heard. The contents of the petitions have been meticulously examined.

3. The record evinces that the Petitioners were engaged/appointed on a contractual basis, receiving fixed remuneration/daily wages. This categorically indicates that their employment was temporary and not of a permanent nature. By its very nature, contractual employment does not confer any vested right to regularization unless explicitly articulated in the terms and conditions of the contract. The Petitioners have failed to annex their appointment orders to substantiate their terms and conditions of contractual engagement. The absence of these pivotal documents renders it arduous to establish any entitlement to regularization. Appointment orders serve as definitive evidence of the agreed-upon terms between both parties. In the absence of these orders, the Petitioners' claims are devoid of substantial support.

4. As per the Certificate dated 03.12.2014, annexed by the Respondents with the Para-wise comments, it is evident that the Petitioners' services were up to 31st July 2014, subsequent to which they were no longer engaged by the Institute of Sindhology. This unequivocally indicates that their contractual term had lapsed, with no further engagements or extensions. Therefore, any

assertions for regularization predicated on continuous service are untenable, as their engagement ceased in accordance with the contractual terms.

5. The Petitioners relied upon a recommendation letter dated 03.05.2013, addressed to the Registrar, University of Sindh, Jamshoro. This letter, issued by the then Director, Institute of Sindhology, recommended the Petitioners for regularization. However, it is imperative to clarify that such a recommendation letter lacks legal sanctity and cannot be relied upon for regularization. Regularization necessitates adhering to statutory provisions and policy guidelines, not administrative recommendations. In the case of *Province of Punjab*¹, the Supreme Court of Pakistan held that regularization is the prerogative of the Executive and cannot be arbitrarily interfered with by the Court. Similarly, in the case of *Government of Khyber Pakhtunkhwa*², the Supreme Court of Pakistan held that contractual employees possess no vested right to regularization. Regularization cannot transpire without statutory backing. In the absence of any law, policy, or rules, an employee cannot seek regularization through the Court. This case further reinforces the principle that regularization requires a legal framework and cannot be claimed based on mere administrative recommendations. Moreover, in the case of the *Vice-Chancellor, Bacha Khan University*³, the Supreme Court of Pakistan held that contractual employees possess no vested right to regularization. By mere efflux of time, an employee cannot claim regularization and seek it through the Court. This ruling emphasizes that contractual employees cannot demand regularization solely based on the duration of their service.

6. In light of the foregoing exposition and exegesis, it is unequivocally discerned that the regularization of services is a prerogative exclusively vested in the Executive, contingent upon adherence to statutory stipulations and policy directives. This Court is precluded from arbitrary interference in such matters absent a cogent legal foundation. The Petitioners' assertions for the regularization of contractual service are untenable and devoid of merit. Consequently, the writ petition is hereby **dismissed**.

JUDGE

JUDGE

Sajjad Ali Jessar

¹ Province of Punjab vs. Prof. Dr. Javed Iqbal (2022 SCMR 897)

² Government of Khyber Pakhtunkhwa vs. Sher Aman (2022 SCMR 406)

³ Vice-Chancellor, Bacha Khan University vs. Tanveer Ahmad (2021 SCMR 1995)