

ORDER SHEET
IN THE HIGH COURT OF SINDH, CIRCUIT COURT, LARKANA.
Constt: Petition No.D- 736 of 2024.

(Indra Sindhi and another v. Registrar, The University of Larkana & Ors)

DATE OF HEARING ORDER WITH SIGNATURE OF HON'BLE JUDGE

BEFORE:

Mr. Justice Muhammad Saleem Jessar.

Mr. Justice Adnan-ul-Karim Memon.

Date of hearing and Order :18.3.2025.

Petitioners are present in person.

Mr. Liaquat Ali Shar, A.A.G.

Mr. Safdar Ali Ghouri, advocate for the respondents.

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ORDER

Adnan-ul-Karim Memon, J:- Petitioner seeks the following relief;

- a). *That this Honorable Court may be pleased to declare that the act of the respondents is illegal, null, void, and against the law of natural justice.*
- b). *That, this Honorable Court may be pleased to direct the respondents to continue the petitioners as Lecturers, and also their services may kindly be regularized.*

2. Petitioners who are present in person submit that they are well-qualified (M.Phil, pursuing Ph.D.) and performed well as Teaching Assistants and later as contract Lecturers in the respondent University of Larkano. They claim that they were pressured to resign before their six-month contract ended and that their termination was unfair and based on favoritism. They seek this court's intervention to declare their termination illegal and to secure their continued employment and regularization of their service.

3. Learned counsel for the respondent university submitted that the petitioners' six-month contract as Lecturers ended long; he asserted the appointment of the petitioners on the subject posts lacked proper procedure (no advertising) and the contract simply expired and they were fired from their respective posts. He prayed for the dismissal of the petition.

4. We have heard the learned counsel for the parties and perused the record with their assistance and case law cited at the bar.

5. The petitioners, initially contract Teaching Assistants at the University of Sindh, were later appointed as contract Lecturers at the University of Larkano

for six months from May 1 to November 1, 2024. They claim that after their successful application for the Lecturer positions, based on their qualifications and performance, they were pressured by the Vice-Chancellor to resign. Upon refusal, an investigation into their appointment's legality was launched, and their request for continued employment was denied. They allege their termination was due to malfeasance and favoritism, despite their belief that their appointment followed proper procedure.

6. It is the stance of the respondent university that the petitioners' six-month contract, granted without adherence to proper hiring procedures, has expired. Their appointment letters stipulated a fixed term with no provision for extension or regularization. Consequently, their services concluded on November 1, 2024. Furthermore, the Vice-Chancellor lacked the authority to regularize contractual appointments for positions at BPS-17 and above, rendering the petitioners' request for regularization invalid under university regulations. Had the petitioners been hired through a proper selection process, an extension might have been considered. However, their initial engagement circumvented this process. Therefore, upon contract expiration, their employment ceased.

7. Established legal precedent confirms that neither extended nor satisfactory service guarantees regularization. Employees hired on an ad-hoc basis or under time-limited contracts possess no inherent right to permanent employment. This principle is consistently upheld in cases such as Deputy Commissioner Upper Dir v. Nusrat Begum (2022 SCMR 964) and Government of Khyber Pakhtunkhwa v. Saeed ul Hasan (2021 SCMR 1376). Furthermore, as affirmed in the Province of Punjab v. Prof. Dr. Javed Iqbal (2022 SCMR 897) and Khushal Khan Khattak University v. Jabran Ali Khan (2021 SCMR 977), continuous service is a prerequisite for regularization. High Courts, when exercising their constitutional authority, cannot reinstate expired contracts, alter contract terms, or create new contractual obligations. Crucially, regularization can only occur if authorized by an executive policy or statutory provision, as established in Government of Khyber Pakhtunkhwa v. Saeed ul Hassan (supra), Deputy Director Finance & Administration, FATA v. Dr. Lal Marjan (2022 SCMR 566) and Government of Khyber Pakhtunkhwa v. Sher Aman (2022 SCMR 406). Consequently, in the absence of a relevant executive policy or statute enabling the petitioners' regularization, this Court lacks the jurisdiction to issue a writ for that purpose.

8. The petitioners claim that they deserve the same treatment as their colleagues who have been regularized in service or whose contract has been extended. The Supreme Court has criticized the High Court's reliance on the

"similarly placed employees" principle. This Court highlights that the petitioners' appointment letters explicitly stated they could not claim regularization and were hired for a specific duration. The Supreme Court finally concluded that the High Court's decision was legally flawed, contradicting established regularization policies and principles. The "equal treatment" argument was deemed unsustainable, as it disregarded the fundamental requirement of legal authorization for regularization.

9. This court has reviewed the present case, considering Articles 4, 9, 10-A, and 22(3) (b) of the 1973 Constitution of Pakistan. The petitioners specifically agitate that adverse action was taken against them without affording them a hearing.

10. Based on the preceding analysis, we firmly believe that the right to be heard is a fundamental right. Depriving any individual of this right is unconstitutional.

11. To guarantee due process and respect the petitioners' right to a hearing, we mandate that the respondent university's syndicate review this case. The syndicate must convene a hearing within one month to specifically investigate the petitioners' assertion that they were coerced into resigning from their contractual roles. If the syndicate validates the petitioners' claim, they are authorized to issue directives for the continuation of their service. Alternatively, the syndicate may, based on the petitioners' qualifications and experience, determine and implement a more suitable resolution.

12. This petition stands disposed of in the above terms.

JUDGE
18/11/2025