

IN THE HIGH COURT OF SINDH, KARACHI

Present:

Mr. Justice Muhammad Saleem Jessar
Mr. Justice Nisar Ahmed Bhanbhro

Constitution Petition No. D-2945 of 2025
(Syeda Zareen Naz v. Province of Sindh & Others)

Petitioner : Through Hafiz Danish Iqbal Memon,
Advocate

Respondent No.1 : Through Mr. Hakim Ali Shaikh, Additional
Advocate General, Sindh assisted by
Mr. Sageer Ahmed Abbasi, Additional
Advocate General, Sindh

Respondent No.2 : In person

Date of hearing : 17.02.2026
and judgment

ORDER

Muhammad Saleem Jessar, J:- Through instant petition the petitioner has claimed following relief:-

- a) To set aside the termination letter dated: 11-06-2025 issued by Respondent No.2.
- b) To direct the respondent No.2 to restore the petitioner on her post of Librarian Incharge, as the petitioner is permanent employee.
- c) To grant stay or suspend termination letter till the final disposal of the instant petition.
- d) To grant the damages to the tune of Rupees Five Millions as well as to grant cost of this litigation.
- e) Not to take any coercive action against the petitioner till decision of this petition.

2. Learned counsel for the petitioner contends that the petitioner was appointed as Librarian Incharge in the Sindh Muslim Govt. Law College, Karachi vide orders dated 17.11.2017 and her appointment was done on permanent basis initially for a probation period of three months and thereafter the services of the petitioner were confirmed, as such she continued working in the college till 11.06.2025 when her services were terminated without issuance of show cause notice or any allegation of

misconduct. It is contended that the impugned letter is sheer abuse of process of law, denied the rights of the petitioner as to fair trial and the petitioner was condemned unheard, as such the termination letter is not sustainable under the law. In support of his arguments, learned counsel for the petitioner has placed reliance upon the cases reported as **2002 PLC (C.S) 887** (*Re- Government of Punjab and others v. Punjab Appellate Tribunal, Lahore and others*), **2025 SCMR 1916** and **2025 PLC (C.S) 1477** (*Re- Muhammad Niaz Khan v. R.P.O Sheikhpura Region at Lahore and others*), **2021 PLC (C.S) 544** (*Re- Manzoor Elahi v. President, UBL and others*) and unreported judgment of the Hon'ble Supreme Court of Pakistan dated 23.07.2025 passed in CPLA No.1285-K of 2022.

3. Respondent No.2 so assisted by the learned Additional Advocate General, Sindh contended that the petitioner was appointed on contract basis and her contract was terminated in terms of clause-4 of appointment letter therefore the authority was within its power to terminate services of the petitioner. He further contended that the respondent college was though a Government College, but had no statutory rules of service therefore writ was not maintainable. He prayed for dismissal of the petition. In support of his contentions, he has placed reliance on the following judgments:-

- i. 2019 SCMR 648 (*Re- Qazi Munir Ahmed v. Rawalpindi Medical College and Allied Hospital through Principal and others*).
- ii. 2021 SCMR 977 (*Re- Khushal Khan Khattak University through Vice-Chancellor and others v. Jabran Ali Khan and others*).
- iii. 2021 SCMR 1995 (*Re- Vice-Chancellor, Bacha Khan University Charsada, Khyber Pakhtunkhwa and others v. Tanveer Ahmed and others*).
- iv. 2021 SCMR 1376 (*Re- Government of Khyber Pakhtunkhwa through Secretary Agriculture, Livestock and Cooperative Department Peshawar and others v. Saeed-ul-Hassan and others*).
- v. 2024 SCMR 527 (*Re- Vice-Chancellor, Agriculture University, Peshawar and others v. Muhammad Shafiq and others*).
- vi. Order dated 13.06.2025 passed by this Court in C.P No.D-1638 of 2022 (*Re- Syed Muhammad Jamshed and others v. Province of Sindh and others*)

4. Heard the arguments of learned counsel for the rival parties and perused the available record.

5. To address the issue of maintainability agitated by the Respondent No.2 on the premise that respondent college has no statutory rules of service as such writ did not lie. We have carefully examined the material placed before us and are of the considered view that respondent college is owned by Government of Sindh and its principal including staff is appointed by the Government of Sindh. Respondent No.2 while appointing and terminating the services of petitioner acted in connection with the affairs of province of Sindh, thus, amenable to writ jurisdiction of this Court. Petition is held maintainable.

6. Scanning of the material available on record reveals that the petitioner was appointed as Librarian Incharge vide orders dated 17.11.2017 pursuant to advertisement published in daily Dawn, Karachi and after following a due process of law. Since her services in the respondent college she has performed her duties diligently and to the satisfaction of the college administration, which is demonstrated from certificates issued by the college available at page 15 of the Court file. It appears that the petitioner was appointed as Librarian Incharge against permanent vacancy initially for a period of three months' probation and on completion of the said probation her services were confirmed, as is evident from the appointment letter available at page-33, which is reproduced below for the sake of convenience:-

"SINDH MUSLIM Govt. LAW COLLEG

Karachi, the 17th day of November, 2017.

Syeda Zareen Naz

D/o. Syed Tahir Hussain

3/960, Shah Faisal Colony,

Block-3,

Karachi-25.

T.C.S.

Appointment as "LIBRARIAN INCHARGE"

With reference to your C.V. dated Nil in response to the Advertisement published in the Newspapers for appointment of Librarian and Interview held on 16th November 2017, we are pleased to appoint you as LIBRARIAN INCHARGE against permanent cadre with effect from 01 December 2017 on the following terms and conditions:-

- 1- That you shall be paid monthly consolidated salary of Rs.45,000/= (Pak Rupees Forty Five Thousand) per month.
- 2- That you shall undergo with the probationary period of three months. On successful completion of three months probationary period you shall be confirmed in service.
- 3- That being Librarian Incharge, you are required to manage, supervise and control the affairs of the College Library and

develop the Library according to the latest requirements and need.

4- That either shall have the right to terminate this contract of employment by serving one month notice or pay one month salary in lieu thereof.

5- That you shall observe the College timings and maintain discipline and punctuality in accordance with the set procedure and practice in the College.

6- That you shall stand retired on attaining the age of superannuation i.e. 60 years.

7- That you shall provide an up-to-date correspondence address alongwith evidence of your date of birth for employment record purposes.

Prof. Muhammad Humayun
Principal (Act'g)
S.M. Govt. Law College
Karachi.

Acknowledgment of Acceptance

I have carefully read and understood the terms and conditions of my contract of employment letter and accept the same.

Syeda Zareen Naz"

7. From perusal of the appointment letter it transpired that in terms of clause-4 of the appointment letter the contract was terminable by serving one months' notice or payment of one month salary in lieu thereof, but this clause if read in consonance with other clauses of the appointment letter, it would reveal the option to terminate the contract was available to the either side when the services were initially on probation and that period has elapsed in the year 2017 after the passage of three months in terms of clause-2 of the appointment letter. Furthermore, the termination letter was issued without assigning any reason and the letter itself was self-contradictory, as the services of the petitioner with the passage of three months' time stood regularized, therefore, the petitioner was to be dealt as a regular employee and disciplinary action, if any, intended to be initiated by the authority, ought to have been taken within the provisions of law applicable to the regular employees, which provides for issuance of show cause notice, regular inquiry etc.

8. As evident from the record that right of hearing was not accorded to the petitioner prior to issuance of termination letter, as such the fundamental rights as to fair trial were sabotaged, which offended the

spirit of Article 10A of the Constitution of Islamic Republic of Pakistan, 1973, that provides for a right of fair trial in civil and criminal proceedings and equally applicable in service matters. Since the termination letter has been issued without affording right of defence and issued on wrong premise that the petitioner was contract employee therefore it is fit case to exercise powers of judicial review under Article 199 of the Constitution of Islamic Republic of Pakistan, 1973.

9. The case laws relied upon by Respondent No.2 are not applicable with the matter in hand, as they relate to the regularization of service of contract employees, where there was no statutory backing available for confirmation of such services.

10. In view hereof, this petition is allowed. The impugned termination letter dated 11.06.2025 is hereby *set aside*. The petitioner is restored in service.

**JUDGE
HEAD OF CONST. BENCHES**

JUDGE