

ORDER SHEET
IN THE HIGH COURT OF SINDH, CIRCUIT COURT, LARKANA

Present:

Mr. Justice Adnan Iqbal Chaudhry
Mr. Justice Abdul Hamid Bhurgri

Constitution Petition No. D-703 of 2019

[Zahoor Ahmed Buriro and others Versus Province of Sindh and others]

Petitioners : Mr. Muhammad Ali Pirzada, Advocate, holding brief for Mr. Shakeel Ahmed G. Ansari, Advocate for the Petitioners.

Respondents : Through Mr. Liaquat Ali Shar, Addl. Advocate General, Sindh.
Mr. Abdul Qadir Abro, Advocate

Date of hearing : 10-03-2026

Date of decision : 10-03-2026

JUDGMENT

Adnan Iqbal Chaudhry J. - Mr. Muhammad Ali Pirzada Advocate holding brief for Mr. Shakeel Ahmed Ansari, Advocate for Petitioners, requests for an adjournment. However, since we have already decided similar petitions, we are not inclined to adjourn this petition which has been pending for quite some time.

2. The Petitioners pray for resumption of salary and regularization of their service. The Petitioners submit that they were appointed by the Municipal Committee Shikarpur on daily wages; that having served the municipality for 12 to 13 years, they moved applications for regularization of service, which were not considered; instead, their salary was stopped; therefore, they filed petition apprehending termination of employment.

3. Most of the Petitioners have not filed their appointment orders. From the ones who have, it appears that they were serving the Municipal Committee Shikarpur on daily wages as pump

operators, drain cleaners, drainage khalasi, chowkidar etc.; whereas some of them were hired by the Municipal Committee Shikarpur as menial staff on daily wages to provide manpower to the “NSUSC”, the North Sindh Urban Service Corporation, a contractor engaged by the Government of Sindh for providing municipal services. As per the comments of the Municipal Committee Shikarpur, the Petitioners who were posted to NSUSC, were on contract for 1 year, whereafter they reverted to the Municipal Committee who resumed their salary; but, during that 1 year, their salary was payable by NSUSC for which the Municipal Committee is not liable.

4. The petition does not specify which of the Petitioners were hired for the NSUSC and which ones remained with the Municipal Committee Shikarpur. As noted above, most of the Petitioners have not even produced their appointment orders. There is also nothing to show that all the Petitioners are still serving the Municipal Committee Shikarpur. In such circumstances, we are not inclined to pass any order with regards to the Petitioners’ salary.

5. As regards the prayer for regularization of service, the case of the Petitioners seems to be that the tenure served by them entitles them to such regularization. However, it was reiterated by the Supreme Court in *Deputy Commissioner Upper Dir v. Nusrat Begum* (2022 SCMR 964) and *Government of Khyber Pakhtunkhwa v. Saeed ul Hasan* (2021 SCMR 1376) that long and satisfactory service is no ground for regularization, and that an employee engaged adhoc or under a time-bound contract has no vested right to regularization

6. More fundamentally, it is settled law that in the absence of a statute or Government policy requiring or enabling the employer to regularize a contract employee, no writ can issue to do so under Article 199(1)(a) of the Constitution of Pakistan. The binding precedents of the Supreme Court holding so, have already been discussed by the Full Bench of this Court in *Muhammad Arif v. Federation of Pakistan*, 2025 PLC (C.S) 93 as follows:

“26. It is settled law that for a writ to issue under Article 199(1)(a) of the Constitution the petitioner has to establish that he is guaranteed a fundamental or legal right, as the object of the Article is the enforcement of a legal right and not the establishment of a legal right. The precedents binding us categorically hold that in the absence of a specific provision in the contract, or a law providing for regularization, contract employees do not have a vested right for regular appointment solely for long and satisfactory contractual service; and that, while exercising jurisdiction under Article 199 of the Constitution the High Court cannot extend the scope of a contract or alter the terms and conditions of employment in favour of the employee. These are pronouncements of the Supreme Court in *Muzaffar Khan v. Government of Pakistan* (2013 SCMR 304); *Government of Khyber Pakhtunkhwa, Workers Welfare Board v. Raheel Ali Gohar* (2020 SCMR 2068); *Owais Shams Durrani v. Vice-Chancellor Bacha Khan University* (2020 SCMR 1041); *Sui Southern Gas Company Ltd. v. Zeeshan Usmani* (2021 SCMR 609); *Government of Khyber Pakhtunkhwa v. Saeed ul Hasan* (2021 SCMR 1376); *Khushal Khan Khattak University v. Jabran Ali Khan* (2021 SCMR 977); *Pakistan Telecommunication Company Ltd. v. Muhammad Samiullah* (2021 SCMR 998); *Government of Khyber Pakhtunkhwa v. Sher Aman* (2022 SCMR 406); *Deputy Director Finance & Administration FATA v. Dr. Lal Marjan* (2022 SCMR 566); and *Vice Chancellor Agricultural University, Peshawar v. Muhammad Shafiq*. The ratio decidendi of these precedents is that absent a statutory basis for regularization, an employee has no fundamental or vested right to regularization.”

7. In view of the forgoing, since there is no statute or Government policy applicable to the Respondents requiring or enabling them to regularize the Petitioners, no writ can issue to do so under Article 199(1)(a) of the Constitution. Resultantly, the petition is dismissed, however, with the observation that if any of the Petitioners are still employed by the Municipal Committee Shikarpur or its successor and are not being paid salary, they will be free to file a fresh petition to that extent only.

JUDGE

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