

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI

Constitutional Petition No. D-4576 of 2026
(Saleem Shahzad Khan & others versus Federation of Pakistan & others)

Date	Order with signature of Judge
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Mr. Justice Adnan-ul-Karim Memon
Mr. Justice Muhammad Jaffer Raza

Date of hearing and decision: 12.8.2026

Sardar Mushtaq Ahmed, Advocate for the petitioners

ORDER

Adnan-ul-Karim Memon, J. Petitioners have filed this Constitutional Petition under Article 199 of the Constitution of the Islamic Republic of Pakistan, 1973, seeking the following relief: -

- i) *Declare that the petitioners are eligible and entitled to the benefits, including monthly salary along with allowances as per the contract in the field from June 2024 to date.*
- ii) *That the contract may please be revised in accordance with law/rules.*
- iii) *That the suspended basic amenities, i.e., electricity, water and gas, may please be resumed in the service accommodation of the petitioners.*
- iv) *That the quarters/houses of the petitioners may not be vacated until and unless the contract is in force.*

2. We asked learned counsel how the instant petition is maintainable in the absence of any impugned order, observing that a mere verbal assertion is insufficient to invoke the writ jurisdiction of this Court or seek a writ of mandamus.

3. Learned counsel for the petitioners submitted that the petitioners were appointed on contract against the posts/seats of Drivers in the offices of respondent Nos. 2 and 3, and their contractual engagements were renewed from time to time. Copies of their appointment/contractual documents have been placed on record. Counsel further submitted that some of the petitioners had earlier approached this Court through C.P. Nos. D-769/2018, D-770/2018 and D-4471/2018 seeking regularization of their services. The petitions were clubbed and dismissed vide order dated 17.06.2025. It was, however, contended that the present petition concerns subsequent and distinct grievances, particularly non-renewal of the contracts, stoppage of salaries and allowances, and disconnection of basic amenities. It was argued that although the petitioners' contracts had not been formally terminated or cancelled and had previously been renewed from time to time, their contracts were not renewed after they approached the Court.

Respondent No.3 submitted a memorandum dated 26.02.2024, while another letter dated 28.06.2024 was submitted by the Manager Incharge (A&P) to respondent No.2; however, the matter remained undecided. Meanwhile, the respondents stopped payment of the petitioners' salaries and allowances without passing any lawful order terminating their contractual engagements. Learned counsel also submitted that some petitioners continue to occupy service accommodation/quarters at Steel Town, Karachi, but the respondents, allegedly without following due process of law, caused electricity and other allied services to be disconnected in collusion with K-Electric and other concerned departments. Despite repeated representations to the Chief Executive Officer/respondent No.2 and other authorities, no effective relief was provided. Counsel maintained that the petitioners have no other adequate and efficacious remedy and that the respondents' actions are arbitrary, unlawful and violative of their fundamental and legal rights. It was therefore prayed that the petitioners be granted their contractual salary and allowances from June 2024 onwards, their contracts be dealt with/revised in accordance with law, essential utilities in their service accommodation be restored, and they not be dispossessed from the quarters so long as their contractual entitlement remains in force. It was further clarified that although the earlier constitutional petitions had been dismissed, the relief sought in the present petition is based on subsequent events and distinct grievances arising from stoppage of salary, non-renewal/non-termination of contracts and disconnection of basic amenities.

4. We have considered the submissions of learned counsel and examined the record. It is an admitted position that no order has been placed on record whereby the petitioners' contractual appointments were terminated, cancelled or otherwise brought to an end.

5. Equally, no specific order has been produced showing stoppage of salary and allowances, denial of renewal, or disconnection of utilities. Mere assertions that the respondents have verbally declined to renew the contracts or have caused the salaries and facilities to be stopped, without identifying and challenging a definite order, decision or legally cognizable omission, are not sufficient to invoke the extraordinary constitutional jurisdiction of this Court under Article 199 of the Constitution.

6. A writ of mandamus can ordinarily issue only where the petitioner establishes an enforceable legal right and a corresponding public duty on the part of the authority, coupled with a failure or refusal to perform that duty. The constitutional jurisdiction cannot be invoked merely on the basis of apprehension, verbal assertions or disputed factual allegations.

7. The fact that the petitioners' contracts were previously renewed from time to time does not, by itself, create an indefeasible or vested right to further renewal. Contractual employment ordinarily remains subject to the terms and conditions of the contract and the applicable law, and continuation or renewal cannot be claimed as a matter of right merely because earlier contracts had been renewed.

8. Similarly, the earlier constitutional petitions filed by some of the petitioners seeking regularization were dismissed vide order dated 17.06.2025. The petitioners cannot, under the guise of the present proceedings, indirectly seek reconsideration or revival of the same claim. However, to the extent that the present petition is founded upon genuinely subsequent events, such as non-payment of salary allegedly accruing under an existing contract or subsequent administrative action concerning service accommodation and utilities, the dismissal of the earlier petitions would not, by itself, constitute a complete bar. Such subsequent grievances, however, must still be supported by cogent documentary material establishing the existence of a subsisting contractual right and a corresponding unlawful act or omission attributable to the respondents.

9. As regards the representations/memoranda dated 26.02.2024 and 28.06.2024, their mere submission does not confer upon the petitioners a right to the substantive relief claimed. At the most, if the competent authority is under a statutory or lawful obligation to consider such representations in accordance with law, after affording the concerned parties an opportunity of hearing.

10. This Court, in exercise of writ jurisdiction, would not ordinarily substitute itself for the competent authority or direct renewal of contractual engagements, payment of disputed dues, or restoration of facilities in the absence of a clear legal entitlement established on the record. Therefore, in the absence of any specific impugned order, termination order, or other demonstrable administrative action giving rise to an enforceable cause of action, the petition, insofar as it seeks substantive relief for renewal/continuation of contractual employment, payment of salary and allowances, and restoration of allied facilities, is not presently maintainable in its existing form. The petitioners may, however, be at liberty to approach the competent authority with a properly supported representation setting out their subsequent grievances and contractual claims. If such representation is pending and the competent authority is legally required to decide the same, the authority may be directed to consider and decide it through a speaking order strictly in accordance with law, without treating the present proceedings as creating any vested right in favour of the petitioners.

11. Accordingly, the petition cannot be allowed merely on the basis of the assertions made by learned counsel. In the absence of a specific impugned action and a clearly established enforceable legal right, the extraordinary jurisdiction of this Court cannot be invoked for issuance of a writ of mandamus. Therefore this petition is disposed of alongwith pending application(s) in the above terms.

JUDGE

JUDGE

Zahid/*