ORDER SHEET

THE HIGH COURT OF SINDH, BENCH AT SUKKUR

C. P. No. D – 1788 of 2025
[Mst. Fahmeeda Imdad v. Province of Sindh & others]

Present:
Mr. Justice Adnan Iqbal Chaudhry
Mr. Justice Muhammad Hasan (Akber)

For Petitioner	:	Mr. Qadeer Ahmed Shaikh, Advocate, holding brief for Mr. Sarfraz A. Akhund, Advocate
For Respondents No.3 & 4	:	Mr. Sheeraz Fazal, Advocate
For Respondent No.1 & 2.	:	Syed Israr Ahmed Shah, Assistant Advocate General Sindh
Date of hearing	:	05.11.2026
Date of decision	:	05.11.2026

JUDGMENT

Adnan Iqbal Chaudhry J.– Mr. Qadeer Ahmed Shaikh, Advocate, holding brief for Mr. Sarfraz A. Akhund, counsel for the petitioner, requests for an adjournment as the latter is at Larkana. Similar adjournment was sought on the last date as well. Since this is a date-by-Court matter, we are not inclined to grant the adjournment.

2. The Petitioner is serving in Model School under the aegis of Shah Abdul Latif University, Khairpur Mir's, as Junior School Teacher. She was engaged on contract on 05.06.2013 at a monthly pay of Rs.6,000/-. Her contract was extended periodically. Presently, she seeks a writ to regularize her service. Learned counsel for the University opposes the petition.

3. Admittedly, the petitioner is engaged by the university on contract basis. Assuming that the University is amenable to writ jurisdiction, it is settled law that in the absence of a statute or policy, no writ can issue to regularize a contract employee under Article 199(1)(a) of the Constitution of the Islamic Republic of Pakistan, 1973. 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."

4. Therefore, in the absence of a statute or Government policy applicable to the Respondents requiring or enabling them to regularize the Petitioner, no writ can issue to do so under Article 199(1)(a) of the Constitution. The petition is dismissed as not maintainable.

JUDGE

JUDGE

Naveed Ali