

**IN THE HIGH COURT OF SINDH, KARACHI**

**Constitutional Petition No.D-1132 of 2024**

*[Muhammad Anwar Jellani versus Administrator, Defence Housing Authority & another]*

Before:

**Justice Muhammad Karim Khan Agha**

**Justice Nisar Ahmed Bhanbhro**

**Date of hearing & Judgment: 12.11.2025**

Mr. Muhammad Anwar Jellani, Petitioner in person.

Ms. Wajiha Mehdi, Assistant Attorney General.

Mr. Talha Abbasi, advocate for DHA.

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**ORDER**

**Nisar Ahmed Bhanbhro, J.** Through the instant petition, the petitioner seeks following relief:-

*"a) The impugned termination order dated 30.01.2024 may be set-aside and petitioner may be reinstated into service with back benefits.*

*b) The respondents be also directed to release pay package as agreed by them and petitioner may be kindly be ordered to be given all fringe benefits and facilities.*

*c) Till pendency of this petition operation of impugned letter dated 30.01.2024 may kindly be suspended and petitioner may kindly be ordered to be taken on duty."*

2. Petitioner argued in person that he was appointed as Chief Town Planner in DHA Karachi on 28.11.2022 for a period of three years on contract basis; that petitioner remained on probation for six months; that Petitioner served DHA for 14 months thus his service was confirmed; that Petitioner's service was terminated on 30.01.2024 without issuing any show cause notice or conducting any regular inquiry; that the impugned termination letter was illegal without any lawful authority and infringed Article 10-A of the Constitution of Islamic Republic of Pakistan 1973, which guaranteed the rights of fair trial. Petitioner prayed for allowing this petition and his reinstatement with back benefits. He relied upon the case of Pakistan Defence Officers Housing Authority v. Mrs. Itrat Sajjad Khan and others (2017 SCMR 2010) and unreported Judgment dated 22.01.2020 passed by this Court in C.P No.D-838 of 2014.

3. Mr. Talha Abbasi, Learned Counsel for DHA argued that DHA was statutory organization created under President's Order 7 of 1980; that DHA regulated its business through governing body; that DHA hires services of employees under service regulation and policy of 2008; that service regulation and policy were framed through internal arrangement and are non-statutory in nature; that writ cannot be issued against DHA in the matters relating to the terms and conditions of service of its employees; that the relationship between employee/petitioner and DHA /employees was governed under the principle of master and servant. He further argued that the petitioner was appointed on contract basis, on probation of six months, and confirmation in service was subject to satisfactory performance, which petitioner failed to do, therefore, his contract was withdrawn / terminated. He placed reliance upon the case of Mrs. Abida Parveen Channer v. High Court of Sindh (2011 PLC (CS) 836), Qaiser Masud v. Secretary Law and Parliamentary Affairs, Government of Punjab, Lahore and another (2012 PLC (CS) 669) and Rizwan Altaf v. Chief Justice High Court of Sindh through Registrar ( 2020 SCMR 1401).

4. Learned Assistant Attorney General adopted the arguments as advanced by learned counsel for the DHA.

5. We have heard the arguments of learned counsel for the parties and perused the material available on record.

6. Admittedly, the petitioner was appointed on contract basis in DHA, which is a statutory organization created under President's Order 7 of 1980 and regulates its business through an internal mechanism. The employment in DHA service is regulated through the rules framed by its governing body in the year 2008, which were non- statutory, therefore, the relationship of the employee with the employer was governed under the principal of master and servant.

7. The contention of the petitioner that he served DHA for 14 months therefore by operation of law and rules he became its regular employee is not supported by the DHA employees' policy. The petitioner was appointed on contract basis for a probation period of Three years under DHA services

employment policy on six-month probation. The probation under DHA service is extendable for two consecutive periods and the confirmation of the service was subject to the satisfactory performance, the Petitioner's contract was never regularized, per clause (f) of the appointment letter his service contract could have been terminated without assigning any reason. Rule 4 (m) of the employment policy governs the probation and confirmation of service of an employee, which reads as under:

*"m. If an employee fails to show satisfactory progress, the Administrator may either extend the probationary period or terminate his / her services. Maximum of two extensions will be allowed for confirmation.*

*(1) Whether a probationer's services are to be terminated or the period of probation is to be extended or his/her employment is to be confirmed, he / she shall be examined by respective Heads of Branches and Directors and finally approved by the Administrator or the officer authorized by him. This process will be so initiated that it is completed prior to the start of the last month of the probationary period. No-employee will assume to be confirmed unless he / she is given a letter of confirmation.*

*(2) Confirmation of an employee will be effective from the date of joining."*

8. Under the service laws of the country, an employee is taken into service initially on probation for watching his conduct and performance. The confirmation in service of the probationer employee is subject to the satisfactory performance, which per the employer, petitioner could not manifest during his probation period which was extended twice, therefore, his services were terminated without adopting a course of inquiry provided under Rule 13(2) & 13-B(4) of DHA employees service policy.

9. The service of an employee on probation can be dispensed without holding regular inquiry. The procedure of inquiry is adopted when major penalty of removal or dismissal from the service is imposed. The termination of contract will not operate as embargo or stigma to the future career of Petitioner, as termination of contract or dispensing with the service at probation stage did not amount to imposing of major penalty of dismissal or termination from service. Honorable Supreme Court of Pakistan has dealt the issue of dispensing with the service of probationer in the case of Rizwana Altaf v. Chief Justice, High Court of Sindh reported in 2020 SCMR 1401 in Para No.9 it has been observed as under:-

*"9.The fact that in the past some irregularities in the appointment of some other civil judges have taken place in the past would obviously not be made basis to invoke the principle of discrimination. When the record reflects that*

*the services of a probationer could be dispensed with on the basis of undeniable material then no inquiry is required to be conducted. When there is some sound reason in the mind of the competent authority that an employee who is serving in his or her probationary period is not suitable to be given permanent employment and his or her services need to be dispensed with then it matters not if the competent authority expresses such reason without conducting a regular inquiry. We feel there was sufficient material before the Chief Justice of the Sindh High Court to adopt such a course. In any case any reason expressed against a probationer at the time of dispensing his or her service without regular inquiry does not prevent him or her to seek employment elsewhere."*

10. With due reverence the case laws relied upon by the petitioner are not on the same footing and distinguished upon the present case

11. In view of the above discussion, the petitioner has failed to make out his case for indulgence of this Court. Consequently, this petition is dismissed. However, petitioner would be at liberty to avail the remedy as available to him under the law, if so advised, before the appropriate forum.

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JUDGE

HEAD OF CONST. BENCHES

Shahzad Soomro