

HIGH COURT OF SINDH, CIRCUIT COURT, HYDERABAD

C.P. No. D-1536 of 2025

[Wahid Bux Rind and Others vs. Province of Sindh and Others]

BEFORE:

JUSTICE ADNAN-UL-KARIM MEMON
JUSTICE RIAZAT ALI SAHAR

Petitioners: By M/s Sajjad Ahmed Chandio and Muhammad Waris Khyber, advocates

Respondents: By Mr. Rafique Ahmed Dahri, Assistant A.G Sindh a/w Assistant Education Officers Badin Muhammad Alam Abbasi and Shahzad Ali Jatt

Date of hearing: 15.12.2025

Date of decision: 15.12.2025

O R D E R

ADNAN-UL-KARIM MEMON, J .- Through captioned petition, the petitioners seek the following relief:-

- a) Declare that the impugned act of the respondents whereby deductions are being made from the salaries and benefits of the petitioners relating to their contractual period, after a lapse of approximately 17 years, without issuance of any show-cause notice or lawful justification, is illegal, without lawful authority, *mala fide*, unconstitutional, violative of Articles 4, 9, 10-A, and 25 of the Constitution of Islamic Republic of Pakistan, 1973, and is liable to be set aside.*
- b) Declare that the petitioners are entitled to full pay protection, time scale benefits, and other service-related benefits from the date of their initial appointment in 2008, including for the period served under contract, in view of the Sindh Regularization of Teachers Appointed on Contract Basis Ordinance, 2012, and the applicable rules, circulars and judgments of the superior Courts.*
- c) Direct the respondents No. 02 and 05 to immediately stop the ongoing deductions from the salaries of the petitioners and restore pay back the already deducted amount, including any benefits withdrawn on account of such deductions.*
- d) Direct the respondent No. 01, 03, and 04 to issue appropriate directives and necessary notifications/orders ensuring the protection of salaries, time scale benefits, and all service-related financial entitlements of the petitioners and other similarly placed contractual employees who have been regularized under the Sindh Regularization of Teachers Appointed on Contract Basis Ordinance, 2012,*

from the date of their initial appointment without any unlawful deductions or adverse actions.

- e) Restrain the Respondents No. 02 and 05, their subordinates, agents, and any other persons acting on their behalf, from making any further deductions, recoveries, or adverse financial actions from the salaries and benefits of the petitioners, in any manner whatsoever, pertaining to their contractual period.*
- f) Any other relief(s) which this Honorable Court deems fit, just and proper in favour of the petitioners.*

2. The case of the petitioners is that they possess the requisite academic and professional qualifications and were appointed on open merit as Primary School Teachers (BPS-07), Junior School Teachers (BPS-09/14), and High School Teachers (BPS-15) pursuant to advertisements issued in 2007 by the Education and Literacy Department, Government of Sindh, under the Recruitment Policy, 2007. Sukkur IBA was duly authorized to conduct the recruitment test, which the petitioners successfully passed, and they were appointed in the year 2008. Since their initial appointment, the petitioners have continuously served the Education Department without any break, termination, or fresh appointment. It is urged that after completing initial three-year contractual period, their contracts were duly extended for six months vide notification dated 04-08-2011. Subsequently, their services were regularized under the Sindh Regularization of Teachers Appointed on Contract Basis Ordinance, 2012, after completion of all codal formalities, including clearance from Sukkur IBA and approval of the competent authorities. In exercise of powers under Section 03 of the said Ordinance, the District Education Officer, vide orders dated 23-05-2012 and 29-05-2012, regularized the services of the petitioners along with other similarly placed teachers. Their pay was protected, contractual service was counted, and time-scale benefits were granted, which continued without objection for many years. However, after an unexplained lapse of about seventeen years from their initial appointment, the respondents have unlawfully started deducting salaries and benefits relating to the petitioners' contractual period, without issuing any show-cause notice or affording an opportunity of hearing. Earlier benefits and increments are being withdrawn and salaries are being re-fixed, which is arbitrary, illegal, and violative of vested rights, principles of natural justice, and the doctrine of legitimate expectation.

3. Learned counsel for the petitioners submitted that the Ordinance of 2012 ensures continuity of service and does not provide for termination, reappointment, or denial of contractual service benefits. It is well-settled by the Superior Courts,

including the Supreme Court of Pakistan (**2014 SCMR 1289**), that service benefits, including seniority and pay protection, are to be counted from the initial appointment where regularization is made without break. He emphasized that the impugned actions of the respondents, therefore, are unlawful, unconstitutional, and in violation of Article 199 of the Constitution of Pakistan, rendering the petitioners aggrieved persons.

4. After arguing the matter at some length, learned counsel for the petitioners has placed reliance upon the order dated 28.11.2025 passed in C.P. No. D-1730 of 2024 and submits that the case of present petitioners is squarely covered by the facts and law laid down in the aforesaid petition. He, therefore, seeks disposal of the instant petition in terms of the legal position as set forth therein.

5. Learned Assistant Advocate General submits that the petitioners are not entitled under the law to protection of annual increments and that the recovery ordered is lawful. Although no written comments have been filed, he vehemently opposed the petition and prayed for its dismissal on the argument that they were contract employees.

6. We have heard learned counsel for the parties and have carefully perused the material available on record.

7. The subject petition, as discussed supra, was disposed of with the understanding that under Rule 7 of the Sindh National Scales of Pay, an employee must complete six months of service after regularization to qualify for annual increments. Since the petitioners were initially appointed on contract basis, the Accountant General considered increments drawn during that period as undue and liable to recovery. However, the Finance Division and judicial precedents recognize that the pay of contract employees should be protected upon regularization, subject to conditions such as sanctioned posts, proper application, approval by the competent authority, no break in service, and pay protection limitations. In that case, the petitioners were appointed competitively on contract, lawfully earned increments during that period under competent authority orders, and were later regularized. These increments constituted lawful remuneration and cannot be treated as overpayment merely due to later regularization. Any recovery would violate their right to livelihood, financial dignity, and legitimate expectation, and would be a colorable exercise of authority. It was further held that the Supreme Court precedents confirm that even non-gazetted contract employees are entitled to pay protection upon regularization, with increments during contract preserved as personal allowances. Regularization aims to provide

service stability and cannot lawfully reduce benefits already earned. Therefore, the petitioners' increments during contract period were ordered to be protected, at a minimum, as permanent allowances and in the interest of justice and to uphold the constitutional guarantee of dignity of labour, the directive for recovery was set aside, and increments already granted shall continue as part of the petitioners' emoluments or as protected allowances.

8. In view of the above facts and in light of the binding principles laid down by this Court, it is noted that the petitioners, having lawfully earned increments and benefits during their contractual service, are entitled to protection of pay upon regularization. Any attempt to deduct salaries or withdraw increments already granted would amount to an arbitrary and unlawful exercise of authority, depriving the petitioners of their legitimate emoluments, violating the doctrine of legitimate expectation, and undermining the object of regularization.

9. Accordingly, the impugned action and /or any deductions and re-fixation of pay are not in accordance with the law. The increments and benefits earned by the petitioners during their contractual period shall be protected and treated either as part of their emoluments or, at a minimum, as permanent protected allowances, in line with the principles upheld by this Court in similar matters.

10. This petition stands disposed of in the above terms.

JUDGE

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