

ORDER SHEET  
IN THE HIGH COURT OF SINDH, KARACHI  
C.P No.D-5093 of 2019

---

Order with signature of Judge

---

**Fresh Case.**

1. For orders on Misc No.22240/2019.
2. For orders on Misc No.22241/2019.
3. For orders on Misc No.22242/2019.
4. For hearing of main case.

**05.08.2019**

Mr. Ali Asadullah Bullo, advocate for the petitioner.

-----

- 1] Urgency granted.
- 2] Exemption is granted subject to all just exceptions.

3&4] It is, *inter-alia*, contended by the learned counsel for the petitioner that the petitioner has called in question notice of termination of his contract period, which expires today i.e. 05.08.2019. Per learned counsel, the petitioner was appointed in the Respondent-department on contract basis as Mechanical Engineer vide letter dated 02.02.2008, thereafter his period of contract was extended from time to time and his service was appreciated by competent authority; that petitioner was promoted as Manager Selection Grade (Mobile) YE w.e.f. 31.12.2018 vide letter dated 10.01.2019. However, on account of granting certain leaves to the sub-ordinate staff, the petitioner was served with the charge sheet vide letter dated 24.04.2019, which was replied by the petitioner vide letter dated 29.04.2019 by explaining his position and finally a notice of termination of his contract was served upon him vide letter dated 05.07.2019. Learned counsel for the petitioner has emphatically argued that the respondents have issued the notice for termination of his contract with malafide intention by overlooking the performance of the petitioner on false allegations; that the petitioner has served the Respondent-department more than a decade and besides obtained promotion from Mechanical Engineer to Manager Selection Grade (Mobile) YE, therefore such drastic action on the part of respondents is not called for. In support of his contention, he has relied upon the Judgment dated 01.06.2017 passed by this Court in C.P No.D-3199, D-4605, D-5079, D-509, D-2034, and D-1091 of 2014 [Re-Bakht Siddiqui and others v. M/s State Oil Company Ltd].

Learned counsel further states at the bar that in the aforesaid matter the petitioners' services were regularized, who were contract employees; that the aforesaid judgment was assailed before the Hon'ble Supreme Court of Pakistan in Civil Petitions No.409-K to 414-K of 2017, which was upheld by the Hon'ble Supreme Court of Pakistan vide order dated 08.12.2017. At this stage, we queried from the learned counsel for the petitioner to satisfy this Court with regard to maintainability of the instant petition on the premise that contractual service of the petitioner can be dispensed with at any stage and in this regard the Respondent-department has issued statutory intimation notice of termination of his contract. In reply to the query, he has submitted that the service of the petitioner is unblemished; that throughout his service career, no any adverse inference has been drawn by the Respondent-department, therefore, at this juncture service of the petitioner cannot be dispensed with without holding a proper inquiry to probe the allegations.

To appreciate the aforesaid contention of the learned counsel for the Petitioner, let at the first instance, notice be issued to the respondents as well as learned DAG for 16.08.2019. In the meanwhile, no coercive action be taken.

JUDGE

*S.Soomro/PA*

JUDGE