

Order Sheet
IN THE HIGH COURT OF SINDH KARACHI
C. P. No. D – 1229 of 2025

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|------|-------------------------------|
| Date | Order with Signature of Judge |
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Priority:

1. For order on office objection Nos. 1, 2, 15 & 22
2. For hearing of CMA No. 6255/25
3. For hearing of main case

25.04.2025

Malik Naeem Iqbal, Advocate for Petitioner

Muhammad Hassan, Deputy Director (PWD), DPP

Despite being a date by Court matter, no one is present from DAG Office, which shows their casual attitude.

Learned Counsel for the Petitioners has challenged the Notification dated 11.03.2025, terminating employment of Petitioners on disciplinary ground, who were earlier appointed on contract as Entomologists (BPS-17). Muhammad Hassan Deputy Director (PWD) seeks further time to file Para wise Comments as according to him, it has gone for vetting. Request is declined, because this is the fourth date and last chance to file Para-wise Comments was given on last date of hearing.

A short controversy is involved in the matter as highlighted by Petitioners' Counsel, that undisputedly, the Petitioners were appointed on contract basis and their services can be terminated as per the terms of Contract. Learned Counsel has referred to Clause-11, concerning the termination during contract period, on one month notice by the either side; it is basically a termination simpliciter clause. However, the Petitioners' services were terminated through the impugned Notification [*supra*] on disciplinary ground, without any prior show cause notice, which is a requirement of law, so also mentioned in the Clauses 10 and 12 of the Employment Contract. Contended that the termination on the purported disciplinary ground can block their future

employment, as it carries stigma. Has cited two judgments; **2004 PLC (C.S.) 992** (*Pakistan State Oil Co. Ltd., versus M. Akram Khan and others*) and **2009 PLC (C.S.) 245 [Karachi High Court]** (*Dr. Prof. Syed Qasim Mehdi versus Registrar, University of Karachi and 2 others*).

The above Official from the Respondent Department states, that due to negligence in duty, criminal cases have been registered against many employees including the Petitioners, who are facing trial in FIR NO. 40 OF 2024 lodged by the Federal Investigating Agency [FIA]. Contends that the impugned action of their termination is correct.

The above factual and legal position is undisputed. By virtue of clauses 10 and 12 of the Employment Contract, Efficiency and Disciplinary Rules as applicable to civil servants, are also applicable to the present Petitioners in respect of taking disciplinary action. Phraseology of Clause 11 undoubtedly is a Termination simpliciter provision, which is further fortified by Clause 14, worded almost in identical language.

The above Clauses 11 and 14 could and should have been invoked, instead, of terminating the services [of Petitioners] on ‘disciplinary grounds’ for which the relevant provisions of the Civil Servant Rules shall be applicable, as envisaged in Clauses 10 and 12 [*supra*], requiring, *inter alia*, the Respondents to initiate a proper disciplinary proceeding and providing the Petitioners an opportunity of hearing. This has not been done and thus, the due process is not followed, rather, the impugned Notification [of 11th March 2025] terminating the services, is violative of principle of natural justice; to this extent the above Case Law cited by the Petitioners’ Counsel is relevant.

The Petition is partly accepted to the extent as mentioned above. The **impugned Notification is set aside**, consequently, the Petitioners are restored in service.

However, the Respondents may take action in accordance with the relevant Law, Rules and Procedure. If the Respondent Department invokes termination simpliciter clause, then all service dues be timely paid.

The Petition is disposed of in the above terms along with all pending application(s), if any, with no order as to costs.

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