

**ORDER SHEET**  
**IN THE HIGH COURT OF SINDH AT KARACHI**

Constitutional Petition No. D-4092 of 2014  
(Imran Khan Siyal v Province of Sindh & others)

Date	Order with signature of Judge(s)
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Before:  
Mr. Justice Muhammad Karim Khan Agha  
Mr. Justice Adnan-ul\_Karim Memon

**Date of hearing and order:- 10.4.2025**

Mr. Muneer Ahmed advocate for the petitioner.  
Mr. Ali Safdar Depar, Assistant AG

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**ORDER**

**Adnan-ul-Karim Memon, J:** The petitioner humbly requests this court to:

- 1. To direct the PCU BBYDP Government of Sindh to allow the petitioner to work in the same post with the same status as before 25<sup>th</sup> April 2014 by canceling the unjustified order that has terminated the contract of the petitioner before time & without hearing him/personal hearing & conducting any inquiry.*
- 2. To direct the PCU BBSYDP Government of Sindh to release all arrears, including salaries, i.e. 25<sup>th</sup> April 2014 to date, medical bills, five years bonuses, nine months claims, driver bills, transportation bills, campaign bills, vehicle repair bills, half salaries for working in additional districts, and 10%*
- 3. To restrain the officers of PCU, BBSYDP, Government of Sindh from discrimination, personal victimization, harassment, and causing mental torture of the petitioner.*
- 4. To direct the PCU BBSYDP by counting the petitioner's five-year seniority, give him the BPS-18 in the upcoming BBSHRRDB board & regularize the poor petitioner, as the contract employees are regularizing in so many other provinces and federal Government departments.*

2. The petitioner, who claims to be a highly qualified Benazir Bhutto Shaheed Youth Development Program (BBSYDP) employee, alleges consistent mistreatment and discrimination, culminating in his termination after a verbal protest and withdrawn resignation in 2014. He claims he was denied his entitled BPS-18 grade, faced unfair postings and transfers without adequate compensation or resources, experienced significant delays and non-payment of dues (totaling Rs. 1,475,682/- including bonuses, medical bills, allowances, and salary), was denied a yearly bonus, had to personally fund vehicle repairs, often worked without necessary staff, and faced retaliation for opposing irregularities. He also questions the legality of senior appointments within BBSHRRDB/BBSYDP. He seeks reinstatement, release of all outstanding dues, prevention of further mistreatment, BPS-18 grading, regularization, and the removal of certain senior officials.

3. The respondent (BBSYDP/Govt. of Sindh) refutes the petitioner's claims, citing a lack of evidence, self-contradictory statements, and adherence to contract terms. They deny allegations of discrimination, unfair postings (stating workload was institute-based, not solely district-based), and entitlement to additional salary or bonuses not stipulated in the contract. They claim vehicle repair reimbursement was provided once, bills were scrutinized, and facilities were provided within limits. Medical bill reimbursement and ad-hoc allowance for contractual employees are stated as not applicable per the contract. Salary delays were attributed to unavoidable issues. Allegations regarding senior appointments and forced compliance are dismissed as baseless or irrelevant. The respondent maintains the petitioner resigned due to an inability to justify claims and avoid disciplinary action, was paid until termination, and was given a hearing but failed to prove innocence. They deem the prayers for BPS-18, regularization, and removal of senior officials as baseless and contrary to the contract, portraying the petitioner as a problematic employee with a history of misconduct.

4. We have heard learned counsel for the petitioner on the maintainability of the petition and have perused the material available on record with his assistance.

5. Generally, a contract employee who resigns forfeits the right to demand regularization. Resignation is a voluntary termination of the contract, which outlines employment terms. Regularization, a separate process for permanent positions, is not automatically triggered by resignation and requires specific policies or employer decisions. Contract employees don't have an inherent right to regularization based solely on service length or satisfaction. While legal remedies might exist for the unfair use of resignation to avoid regularization, they don't guarantee it.

6. Since the petitioner resigned from the service, and this court at this stage cannot adjudicate the stance of the petitioner, which is a disputed question of facts which cannot be determined in the constitutional jurisdiction of this court and as such this petition is dismissed along with pendig application(s).

JUDGE

Head of Constitutional Benches