

THE HIGH COURT OF SINDH, KARACHI

Before:

Justice Mohammad Karim Khan Agha
Justice Adnan-ul-Karim Memon

CP No D- 1610 of 2025

(Irfan Salim Hashmi v Federation of Pakistan & others)

Date of hearing and order: 22.5.2025

Mr. Haseeb Jamali advocate for the petitioner
Mr. Khalid Mehmood Siddique, advocate for Respondents
Ms. Zara Sehar, Assistant Attorney General

ORDER

Adnan-ul-Karim Memon, J., The Petitioner respectfully requests this Court to:

1. *Declare his appointment as Flight Inspector Pilot a permanent position, establishing him as a permanent employee of Respondent No. 2 (PCAA).*
2. *Declare the termination notices (dated February 9, 2022, and March 10, 2022) unlawful, arbitrary, discriminatory, and in violation of his constitutional rights (Articles 4, 9, 10-A, 18, 25) and Section 24-A of the General Clauses Act.*
3. *Quash and set aside both impugned termination notices and all related actions.*
4. *Declare the revised CAA Regulation No. 21(1) (2019) unconstitutional and strike it down as unreasonable and ultra vires to fundamental rights.*
5. *Issue a permanent injunction preventing the Respondents from acting on the impugned notices or taking any further adverse actions against him.*
6. *Order Respondent No. 2 to immediately reinstate him to his former position with all back benefits.*
7. *Grant any other relief the Court deems just and appropriate.*

2. The case of the petitioner is that he was appointed on September 3, 2016, with an unblemished record, and was recommended for a contract extension. His initial offer allowed for an extendable two-year period without a maximum service restriction. The PCAA's 2014 rules initially capped service at five years, but this limit was removed in July 2021 by the CAA Board. Despite this, the PCAA concealed this amendment in court, falsely claiming the five-year bar prevented the petitioner's extension, thus committing perjury. The petitioner's contract was for a permanent post under Rule 21 of the PCAA Service Regulations, which, as amended, allows for renewals beyond five years. In January 2022, four other officers with longer service than the petitioner were granted extensions, demonstrating clear discrimination. The PCAA also falsely claimed the petitioner was nearing superannuation; he is 59 and can serve until 63

(2029), with his license valid until 65 (2031). Additionally, the PCAA faces a shortage of Flight Inspector Pilots, with six vacant posts.

3. The Petitioner's counsel briefed this court with the narration that his client's dismissal from service was/is unlawful, arbitrary, and a violation of his constitutional rights. He asserted that the petitioner's 2016 hiring was for an essential permanent post within the Pakistan Civil Aviation Authority (PCAA's Flight Standards Directorate, supported by a transparent, merit-based process, and his terms of employment. he argued that the petitioner's service spans over five years with multiple extensions, which he claims, reinforces his permanent employee status, not contractual as per the law of CAA. He argued that the Petitioner's termination from the regular post was/is retaliatory. in his role as General Manager, General Aviation, he had initiated investigations into significant irregularities involving various aviation entities, including influential individuals and government departments, all in the interest of public safety. He suspected his dismissal from service was/is a direct consequence of these diligent probes. He highlighted the respondents' disclosure that only 10 out of 16 sanctioned Flight Inspector Pilot positions are filled, leaving 6 vacant, indicating a severe shortage within PCAA, and the petitioner is fit person to be reinstated in service as he can still serve PCAA still year 2029. He ultimately requested this court to set aside the Impugned Notices dated February 9, 2022, and March 10, 2022, and grant Prayers I, II, III, IV, and VI of the petition. He argued that the petitioner may be reinstated with full back benefits, asserting that the petitioner suffered unjustly. He also contended that Prayer IV is satisfied due to the amendment in PCAA Rules 2014 by the Board of Directors on July 29, 2021, which removed the five-year service cap.

4. The Respondent (PCAA) counsel argued the petition is not maintainable, asserting a "master and servant" relationship due to the absence of statutory rules. He contended that the petitioner's 2016 appointment was a two-year "Special Fixed Salary Package on contract," extendable to five years under CAA Regulation 21, and that his contract simply expired on January 31, 2022, rather than being terminated. The PCAA counsel denied any assurance of contract withdrawal, stating the request for accessories was routine. He emphasized that an employee's status is determined by their contract, not duties. The counsel highlighted that the petitioner accepted these terms and underwent professional development at PCAA's expense, thus being estopped from challenging the contractual nature of his appointment after six years. The PCAA counsel requested dismissal of the petition.

5. We have heard the learned counsel for the parties and perused the record with their assistance.

6. It is established law that long or satisfactory service alone does not grant a right to regularization for ad-hoc or contract employees, nor can High Courts revive expired contracts or alter their terms (*Deputy Commissioner Upper Dir v. Nusrat Begum* (2022 SCMR 964), *Government of Khyber Pakhtunkhwa v. Saeed ul Hasan* (2021 SCMR 1376), *Province of Punjab v. Prof. Dr. Javed Iqbal* (2022 SCMR 897), *Khushal Khan Khattak University v. Jabran Ali Khan* (2021 SCMR 977)). Regularization requires an executive policy or specific statute. Absent such a policy or statute, this Court lacks jurisdiction to order regularization.

7. The petitioner's claim of being a regular CAA employee is unsubstantiated. Our review of his appointment order confirms he was hired on a two-year, extendable contract, a fact he acknowledged in his October 10, 2016, joining letter and September 30, 2016, "Letter of Acceptance of Appointment in CAA." Critically, his contract lacks any provision for regularization. Therefore, this Court cannot issue a writ for his regularization and/or give him the permanent status in CAA, based on this premise. Furthermore, his service simply expired on January 31, 2022, and was not terminated. It is a well-settled principle that regularization and permanent employment must strictly adhere to existing recruitment rules. Contractual employees possess no inherent right to regularization unless explicitly stated in his/her appointment terms, service conditions, or relevant law, a condition absent in this case. Consequently, at this stage, this Court cannot deem the petitioner a regularly employed CAA staff member.

8. It is a well-settled legal principle that public employment does not confer a vested right unless the appointment follows relevant rules and proper competition. Contractual appointments end with contract expiration, and temporary or daily-wage engagements cease upon assignment completion. A temporary employee cannot claim permanent status as a matter of right, nor can they be regularized merely for continuing service beyond their term if the initial appointment lacked due process. This Court cannot order regularization for temporary, contract, or ad-hoc employees whose terms have ended.

9. Given the legal precedents, CAA was fully within its rights to terminate employees' services upon contract expiration. The General Clauses Act, 1897, also grants the authority to appoint or remove. Legally, the services of such contractual employees automatically ended when their contracts, or any extensions, expired. Beyond the legal arguments, this case falls under the Master and Servant principle. It is settled law that contractual employees have no inherent right to remain in their positions or to seek extensions or regularization.

Courts generally do not interfere with executive policy-making unless fundamental rights are violated, which is not the situation here. In this case, no evidence has been presented to suggest the CAA's action was wrongful.

10. Regarding the petitioner's submissions, it is sufficient to say that by accepting the post with specific terms and conditions, he is legally barred from claiming an extension or regularization of his contractual service or asking for change of his status as regular employee. The reasons previously discussed are enough to dismiss his viewpoint. Consequently, this petition is dismissed, with no order regarding costs.

JUDGE

HEAD OF CONST. BENCHES

SHAFI