

**IN HIGH COURT OF SINDH, CIRCUIT COURT
HYDERABAD**

C.P. No.D-357 of 2026

[Ali Ahmed Khoso v. Government of Sindh & others]

Before:

Mr. Justice Arbab Ali Hakro

Mr. Justice Riazat Ali Sahar

1. For order on MA No.1470/2026.
2. For order on office objection.
3. For order on MA No.1471/2026.
4. For hearing of main case.

Petitioner : Ali Ahmed Khoso through Mr.Zulfiqar
Ali Rajper, Advocate.

Respondents : Nil.

Date of Hearing : **24.02.2026**

Date of Decision : **24.02.2026**

ORDER

RIAZAT ALI SAHAR. J., - Through this petition, the petitioner is seeking following reliefs:-

- a) *Declare that the Petitioner, having been granted extensions and serving continuously as per Notifications dated 09/09/2024 and 06/01/2026, is entitled to regularize his services without interruption.*
- b) *Direct the Respondents to continue and regularize the services of the Petitioner on the post of Naib Qasid (BPS-01/02) in light of his continues service and the University's ongoing requirements.*
- c) *Restrain the Respondents from terminating the Petitioner's services or taking any adverse action against him during the pendency of this petition.*
- d) *Costs of the petition may be saddled upon the respondents.*
- e) *Grant any other relief that this Honorable Court deems fit and proper.*

2. The petitioner has invoked the constitutional jurisdiction of this Court under Article 199 of the Constitution, seeking directions against the Government of Sindh through its functionaries and the

authorities of Shaheed Benazir Bhutto University of Veterinary and Animal Sciences. The petitioner in his petition has stated that he was appointed as Naib Qasid on **contingency basis** vide Office Order dated 09.09.2024, issued by the Registrar with approval of the Vice Chancellor, at a fixed salary of Rs.30,000/- per month for a period of six months, subject to specific terms and conditions including termination at any time during the contingency period. Upon completion of the initial term, his engagement was extended for a further period of six months in pursuance of Resolution No. Synd 15:7 adopted in the 15th meeting of the Syndicate and Notification dated 06.01.2026 was issued extending his contract for six months with effect from 02.09.2025, specifically describing it as the “**last extension.**” The petitioner stated that despite continuous service and the alleged permanent nature of duties attached to the post, the respondents have neither regularized his services nor assured continuation, while appointing other individuals on daily wage basis. The petitioner finding the uncertainty surrounding his employment and claiming violation of Articles 4, 18, and 25 of the Constitution, he seeks regularization and protection against termination.

3. Learned counsel for the petitioner contends that the petitioner has been serving continuously since September 2024 and his repeated extensions establish that the post is of a permanent and continuing nature. He contends that the respondents, having acknowledged the need for the post and extended the petitioner’s contract, cannot arbitrarily discontinue his services. He further contends that such conduct gives rise to a legitimate expectation of regularization, particularly when fresh appointments have been made instead of continuing the petitioner. He further contends that keeping an employee on contingency basis for an indefinite period amounts to exploitation and is contrary to constitutional guarantees of equality and fair treatment. He, therefore, contends that the State functionaries are obligated to ensure fair and just employment practices.

4. At the outset, this Court put a query to the learned counsel regarding the maintainability of the petition. It is an admitted position that the petitioner was appointed on **contingency basis** at a fixed salary for six months under explicit contractual terms and his tenure was subsequently extended for another six months as a “**last extension.**”

The Court questioned how a writ of mandamus could be sought for regularization or continuation when the very foundation of appointment was temporary and time-bound. Attention was also drawn to the Sindh (Regularization of Adhoc and Contract Employees) Act, 2013, particularly Section 3, which regularizes only those employees who were in service immediately before the commencement of the Act in March 2013. The petitioner admittedly entered service in September 2024. Learned counsel was therefore asked to demonstrate any statutory provision or rule conferring a legal right upon the petitioner to claim regularization notwithstanding the contractual nature of his appointment. However, learned counsel was failed to satisfactory response to the query of this Court.

5. Heard and perused the record.

6. It is undisputed that the petitioner was appointed on contingency basis for a fixed period of six months at a lump-sum salary under clearly defined terms and conditions. The appointment order explicitly stipulated the temporary nature of engagement and permitted termination during the contingency period. The subsequent extension granted through Notification dated 06.01.2026 was also for a fixed term and expressly described as the “**last extension.**” Such language leaves no room for inference that the appointment was intended to be permanent or regular.

7. A contractual or contingency employee does not acquire a vested right to regularization merely by rendering service for the contractual term or by obtaining an extension. In absence of any statutory provision or policy providing for automatic absorption, no direction can be issued by this Court to convert a time-bound appointment into a regular one. **The Sindh (Regularization of Adhoc and Contract Employees) Act, 2013 applies only to employees who were in service immediately before its commencement in March 2013. The petitioner, having been appointed in September 2024, falls outside the purview of the said Act. Even Section 3 of the Sindh (Regularization of A dhoc and Contract Employees) Act, 2013, excludes the regularization of the service based contingency basis as by virtue of this**

section only the employees appointed on ad hoc and contract basis could be regularized under the Act [*ibid*].

8. The plea of legitimate expectation is equally untenable, for such expectation cannot override explicit contractual stipulations. The petitioner accepted the terms of appointment with open eyes and cannot now claim rights contrary to those terms. The extension of contract, particularly when termed as the “**last extension,**” does not alter the temporary character of employment. Furthermore, the engagement of other individuals, even if assumed to be correct, does not create a legal right in favour of the petitioner to seek regularization or parity in alleged irregularity. The constitutional jurisdiction under Article 199 is attracted only when a legal right is established and its infringement is shown. In the present case, the petitioner has failed to demonstrate any enforceable legal right to continuation or regularization and expiry of a fixed-term contract by efflux of time does not amount to an illegal or unconstitutional act.

9. For what has been discussed above, we are of the considered view that the petitioner, being a contingency employee appointed for a specified tenure, has no lawful claim to seek regularization. Consequently, instant petition is **dismissed in *limine*** along with listed applications with no order as to costs.

JUDGE

JUDGE

Abdullahchanna/PS