ORDER SHEET

THE HIGH COURT OF SINDH, BENCH AT SUKKUR

C. P. No. D – 1088 of 2026
[Javed Ahmed Channa v. Province of Sindh & others]

Present:
Mr. Justice Adnan Iqbal Chaudhry
Mr. Justice Muhammad Hasan (Akber)

For Petitioner	:	Nemo
For Respondents	:	Nemo
Date of hearing	:	28.10.2026
Date of decision	:	28.10.2026

ORDER

Adnan Iqbal Chaudhry J.– Urgency granted. The petitioner claims that he was appointed as Chowkidar on contract in the School Education Department, Government of Sindh, vide Office Order dated 29.11.2007 for a period of three (03) years, whereafter he was removed from service. The prayer is for a writ for regularization in service.

2. Admittedly, the petitioner was employed on contract for a limited duration, which contract was not renewed after expiry. As held by the Supreme Court in *Province of Punjab v. Prof. Dr. Javed Iqbal* (2022 SCMR 897) and *Khushal Khan Khattak University v. Jabran Ali Khan* (2021 SCMR 977) that a High Court while exercising writ jurisdiction cannot revive or renew expired contracts or change the terms and conditions such contracts.

3. It was also held by the Supreme Court in the case of Khushal Khan Khattak University (*supra*) that continuity in service is a precondition for regularization. More fundamentally, it is settled law that in the absence of a statute or Government policy to the effect, a writ cannot issue for regularization of service. The pronouncements of the Supreme Court in that regard have already been discussed by a Full Bench of this Court in the case of *Muhammad Arif v. Federation of Pakistan*, 2025 PLC (C.S) 93, as follows:

> "26. It is settled law that for a writ to issue under Article 199(1)(a) of the Constitution the petitioner has to establish that he is guaranteed a fundamental or legal right, as the object of the Article is the enforcement of a legal right and not the

> establishment of a legal right. The precedents binding us categorically hold that in the absence of a specific provision in the contract, or a law providing for regularization, contract employees do not have a vested right for regular appointment solely for long and satisfactory contractual service; and that, while exercising jurisdiction under Article 199 of the Constitution the High Court cannot extend the scope of a contract or alter the terms and conditions of employment in favour of the employee. These are pronouncements of the Supreme Court in Muzaffar Khan v. Government of Pakistan (2013 SCMR 304); Government of Khyber Pakhtunkhwa, Workers Welfare Board v. Raheel Ali Gohar (2020 SCMR 2068); Owais Shams Durrani v. Vice-Chancellor Bacha Khan University (2020 SCMR 1041); Sui Southern Gas Company Ltd. v. Zeeshan Usmani (2021 SCMR 609); Government of Khyber Pakhtunkhwa v. Saeed ul Hasan (2021 SCMR 1376); Khushal Khan Khattak University v. Jabran Ali Khan (2021 SCMR 977); Pakistan Telecommunication Company Ltd. v. Muhammad Samiullah (2021 SCMR 998); Government of Khyber Pakhtunkhwa v. Sher Aman (2022 SCMR 406); Deputy Director Finance & Administration FATA v. Dr. Lal Marjan (2022 SCMR 566); and Vice Chancellor Agricultural University, Peshawar v. Muhammad Shafiq. The ratio decidendi of these precedents is that absent a statutory basis for regularization, an employee has no fundamental or vested right to regularization."

Here also, there is no statute or policy relied upon for seeking regularization of service. Resultantly, the petition is **dismissed** as not maintainable.

J U D G E

J U D G E

Abdul Basit