

JUDGMENT SHEET
ISLAMABAD HIGH COURT, ISLAMABAD
JUDICIAL DEPARTMENT

Writ Petition No.3311 of 2020

Ms. Moqudas Rauf and others

Versus

**The Director General, Pakistan Broadcasting Corporation,
Islamabad and others**

Petitioners by: Ms. Saiymah Kazmi, Advocate.

Respondents by: Mr. Usman Nawaz, Advocate
along with Abid Mehmood
Chaudhry, S.O (Lit), M/o
Information & Broadcasting.

Date of Hearing: 04.09.2025.

INAAM AMEEN MINHAS, J:- Through the instant writ petition, the petitioners have impugned the memorandum dated 20.10.2020 (“**Impugned Memorandum**”) issued by respondent No.9 [Director Administration, Pakistan Broadcasting Corporation, Islamabad], whereby services of the petitioners were terminated as no more required.

2. Brief facts, which necessitated filing of the instant petition are that petitioner No.1 was appointed in Pakistan Broadcasting Corporation on 19.03.2013 as Resource Person (Reporting) on fixed pay of Rs.20000/- per month, which was later revised to Rs.35000/- due to her good performance. Petitioner No.2 was appointed in the same department on 14.07.2014 as Guest Producer on fixed pay of Rs.25000/- per month and her contract was renewed lastly from 20.09.2020 to 20.10.2020, whereas petitioner No.3 was appointed in the same department as Guest Producer on 15.11.2009 on fixed pay of Rs.15000/- per month and her contract was renewed lastly from 20.09.2020 to 20.10.2020. The contracts of the petitioners were

extended from time to time with and without break by respondents No.1 & 2. [DG, Pakistan Broad Casting, Islamabad & Secretary M/o Information and Broadcasting, Islamabad]. On 20.10.2020, respondent No.1 issued Impugned Memorandum and terminated services of the petitioners as no more required.

3. The learned counsel for the petitioners contended that Impugned Memorandum is void and unlawful; that the petitioners worked with full devotion, dedication and honesty; that nothing adverse was communicated to the petitioners before issuance of the Impugned Memorandum; that in past respondents No.1 & 2 regularized services of various contract employees but the petitioners have been treated differently; that at the time of issuance of Impugned Memorandum Deputy Director BS-20, Press Information Department, Islamabad had look after charge of Director General and was only authorized to run day to day affairs and not to take the policy decision regarding retention of huge number of the employees or otherwise.

4. Conversely, the learned counsel for the respondents contended that the petitioners were contract employee, who were employed to meet day to day affairs as such they cannot be regularized and they have no vested right for regularization; that this Court laid down the criteria for regularization of the contract/daily wages employees that only those employees, who have been appointed through prescribed procedure of recruitment i.e. advertisement, test and interview are eligible for regularization, which was approved by the Hon'ble Supreme Court in appeal.

5. I have heard the learned counsel for the parties and perused the record.

6. It is an admitted position that services of the petitioners were engaged as *Resource Person* and *Guest Producers* on fixed pay and their contracts were periodically extended with or without break. The relationship of contractual employees is governed by the principle of *master and servant*. It is a settled proposition of law that the disputes

arising out of the contracts of personal service cannot ordinarily be enforced through writ jurisdiction under Article 199 of the Constitution of Islamic Republic of Pakistan, 1973.

7. The petitioners' claim for regularization is untenable. The entitlement to regularization is only for those employees, who are appointed by the competent authority against sanctioned posts after fulfillment of codal formalities, such as proper advertisement, test and interview, whereas the petitioners entered into service on fixed pay without undergoing the prescribed procedure, therefore, they acquire no vested right to seek regularization.

8. The Hon'ble Supreme Court has held in its numerous judgements that a contract employee, whose terms and conditions of service are governed by the principle of 'master and servant', does not acquire any vested right for regular appointment, or to claim regularization, or to approach this Court in its constitutional jurisdiction to seek redressal of his grievance relating to regularization; in fact contractual employee is debarred from approaching this Court in its constitutional jurisdiction and the only remedy available to him is to file a suit for damages alleging breach of contract or failure on the part of the employer to extend the contract; after accepting the terms and conditions for contractual appointment, a contract employee has no *locus standi* to file a constitutional petition seeking writ of prohibition and or mandamus against the authority from terminating his service and or to retain him on his existing post on regular basis; a contract employee, whose period of contract expires by efflux of time, carry no vested right to remain in employment of the employer and the courts cannot compel the employer to reinstate him or to extend his contract or regularize him. Reliance is placed on **Government of Balochistan, Department of Health, through Secretary Civil Secretariat, Quetta vs. Dr. Zahida Kakar and 43 others [2005 SCMR 642]** and **Dr. Mubashar Ahmed vs. PTCL, through Chairman, Islamabad and another [2007 PLC (C.S.) 737]**.

9. In view of the above discussion, the instant writ petition is **dismissed**, both on the ground of maintainability and on merits.

(INAAM AMEEN MINHAS)
JUDGE

Announced in open Court on 16.09.2025

JUDGE

R.Anjam

UNCERTIFIED