

**ORDER SHEET**  
**IN THE ISLAMABAD HIGH COURT, ISLAMABAD**  
**JUDICIAL DEPARTMENT**

W.P.No.1669 of 2020

Mohsin Raza

**Versus**

Federation of Pakistan and others

| S. No. of order / proceedings | Date of order/ Proceedings | Order with signature of Judge and that of parties or counsel where necessary. |
|-------------------------------|----------------------------|---|
|                               | 26.06.2020                 | Rai Azhar Iqbal Kharal, Advocate for the petitioner.                          |

Through the instant writ petition, the petitioner, Mohsin Raza, assails the letter dated 10.02.2020 issued by the Oil and Gas Regulatory Authority (“OGRA”) whereby his services were terminated without assigning any reason.

2. Learned counsel for the petitioner submitted that the petitioner was appointed as an Office Attendant/Chowkidar in OGRA on 29.09.2004, i.e. more than fifteen years ago; that the petitioner had successfully completed his probation period; that the petitioner had performed his duties to the best of his abilities; that at no material stage was any complaint made against the petitioner; that the impugned letter dated 10.02.2020 is devoid of reasons; and that the petitioner was not afforded an opportunity of hearing before his services were terminated. Learned counsel for the petitioner prayed for the writ petition to be allowed in terms of the relief sought therein.

3. I have heard the contentions of the learned counsel for the petitioner and have perused the record with his able assistance.

4. The record shows that on 29.09.2004, the petitioner was appointed as an Office Attendant/Chowkidar in OGRA. Vide impugned letter dated 10.02.2020, the petitioner’s services were terminated. The petitioner was also given a

cheque for Rs.26,127/- (which is equivalent to his one month's salary) in *lieu* of notice.

5. The petitioner has been serving in OGRA since the past fifteen years. The terms and conditions on which the petitioner was appointed are set out in the letter dated 29.09.2004. Clause (vii) of the said letter is reproduced herein below:-

*"Your appointment in the Authority shall be liable to termination on thirty (30) days notice on either side or payment of basic pay in lieu thereof, without assigning any reason. However, during the period of probation, prior notice would not be required from either side."*

6. The petitioner's employment with OGRA was contractual in nature. In this view of the matter, a writ petition by such an employee against the termination of his services is not maintainable.

7. It is a master's prerogative to terminate a servant's contractual appointment if the former does not find the latter's performance to be satisfactory. Such termination can take place in accordance with the terms and conditions of the employment contract. A contractual employee cannot insist for a regular inquiry to be held regarding the employer's satisfaction with the employees' performance. In the case at hand, the impugned letter dated 10.02.2020, whereby the petitioner's employment contract was terminated does not, in any manner, stigmatize him.

8. This Court, in exercise of its jurisdiction under Article 199 of the Constitution, can neither declare the termination of the petitioner's contractual employment to be unlawful nor hold that his employment contract continues to subsist. The contractual nature of the petitioner's employment made his relationship with O.G.R.A. as that of master and servant. This being so, if the petitioner feels that the termination of his

employment contract was unlawful or based on *malafides*, at best, he could file a suit for damages, subject to law. It is well settled that a contractual employee cannot file a writ petition seeking his reinstatement in service. Reference in this regard may be made to the following case law:-

- (i) Recently in the case of Chairman NADRA, Islamabad Vs. Muhammad Ali Shah (2017 SCMR 1979), it has been held that a contractual employee of a statutory organization cannot invoke the Constitutional jurisdiction of the High Court under Article 199 of the Constitution.
- (ii) The Honourable Supreme Court in the case of Pakistan Telecommunication Company Limited Vs. Iqbal Nasir (PLD 2011 S.C. 132), held as follows:-

*“All the employees having entered into contracts of service on the same or similar terms and conditions have no vested right to seek regularization of their employment, which is discretionary with the master. The master is well within his rights to retain or dispense with the services of an employee on the basis of satisfactory or otherwise performance. The contract employees have no right to invoke writ jurisdiction, particularly in the instant case where their services have been terminated on completion of period of contract.”*

**(Emphasis added)**

- (iii) In the case of the Federation of Pakistan through Secretary Law Justice and Parliamentary Affairs Vs. Muhammad Azam Chatha (2013 SCMR 120), it has been held as follows:-

*“In addition to it, it is a cardinal principle of law that a contract employee instead of pressing for his reinstatement to serve for the leftover period can at best claim damages to the extent of unexpired period of his service.”*

- (iv) In the case of Trustees of the Port of Karachi Vs. Saqib Samdani (2012 SCMR 64), it has been held as follows:-

*“Evidently the above letter reflects that the respondent was in employment on contract basis, hence no vested right was created in his favour for reinstatement in service. It was not the case where the respondent was appointed as a regular employee against any particular quota to give him a valid cause of action. Equally, the impugned judgment is also silent that termination of service of the respondent violated any of his rights, therefore, in our view his reinstatement under the impugned judgment does not appear to have been validly ordered.”*

**(Emphasis added)**

- (v) In the case of Syed M. Yahya Vs. First Credit and Investment Bank Limited (2009 UC 656), it has been held *inter-alia* that contractual employment containing specific terms and conditions of service would exclude the application of a general terms and conditions of service applicable to non-contractual employees. Furthermore, it was held that a contractual employee could not invoke writ jurisdiction under Article 199 of the Constitution against his termination from service in accordance with the specific terms and conditions of service contained in the contract.

- (vi) In the case of Muhammad Waqas Gul Vs. Water and Power Development Authority (2015 PLC (C.S.) 144), it has been held as follows:-

*“Without going into the question whether the aforesaid clauses will automatically dispense with requirement of rule of natural justice, suffice it to say that non issuance of notice of hearing to the petitioners, will not entitle the petitioners, for revival of their contract of service, rather the remedy of the petitioners, if any, for wrongful termination would be for damages to the extent of unexpired period of*

*their services, before the competent court of law.”*

9. The petitioner through the instant writ petition has raised a grievance regarding the terms and conditions of his employment with the respondents. Since the petitioner's employment with the respondents was contractual in nature, I hold that the instant petition is not maintainable and the same is, therefore, dismissed in limine.

**(MIANGUL HASSAN AURANGZEB)  
JUDGE**

Sultan\*