

JUDGMENT SHEET
IN THE ISLAMABAD HIGH COURT, ISLAMABAD
(JUDICIAL DEPARTMENT)

I.C.A No. 148 of 2020

Tariq Liaqat
Versus
General Manager Human Resource & others

Appellant by: Mr. Manzoor Ahmad Rehmani,
Advocate.

Respondents by: Barrister Omer Malik, Mr. Usman
Ahmad Ranjha and Mr. Asim Awan,
Advocates.

Date of Decision: 10.11.2020

Ghulam Azam Qambrani, J: Through this Intra Court Appeal, the appellant seeks setting aside of the impugned judgment dated 19.05.2020, passed by the learned Single Judge in Chambers in W.P No.1287 of 2020, whereby writ petition filed by the appellant was dismissed.

2. Brief facts of the instant appeal are that the appellant was appointed on contract basis in Mari Petroleum Company Ltd., Islamabad, (hereinafter be referred as “Company”) vide appointment letter dated 05.09.2014, as “Junior Admin Assistant” and as per schedule, his duty was from 14.05.2019 to 07.06.2019 and w.e.f. 08.06.2019 to 02.07.2019 he was on leave in rotation; that during his leave period, he was arrested by the F.I.A., and the authority without issuing any show-cause notice to the appellant and providing opportunity of hearing to him, terminated his services vide order dated 26.06.2019. After his discharge from the case under Section 249 Cr.P.C, he approached his office to join his duties, but he was informed that his services had been terminated, therefore, being aggrieved, he filed the above-said writ petition before this Court, which was dismissed vide order dated 19.05.2020.

3. Learned counsel for the appellant contended that services of the appellant have been terminated without issuing of any show-cause notice and without affording opportunity of personal hearing; that the appellant had attained the status of permanent employee on the basis of notification dated 11.05.2017, therefore, his services could not be terminated, but the learned Single Judge in Chambers failed to give weight to the office memorandum dated 11.05.2017 issued by the Government of Pakistan regarding regularization of services of contract employees.
4. *Per Contra*, learned counsel for the respondents contended that the petitioner was a contract employee, his contract expired on 30.06.2020; that the respondent company is a public limited company and is a non-statutory body having non-statutory rules and contractual employees are governed under Master and Servant Rule, therefore, employee of the corporation in the absence of any violation of law cannot approach this Court seeking his reinstatement in service, whereas, writ can only be issued against a person performing functions in connection with the affairs of the Federation, a Province or Local Authority, as such, writ cannot be issued to someone, who did not fall within the purview of a "person". Further submitted that the contract employee has no vested right to remain in employment after the expiry of contract period, as in the instant case, the contract period of the petitioner expired on 30.06.2019, and that the petitioner intentionally disappeared in June, 2019, therefore, the appeal filed by the appellant, may kindly be dismissed.
5. We have heard the arguments of learned counsel for the parties and have perused the material available on record with their able assistance.
6. Perusal of the record depicts that the appellant was appointed as "Junior Admin Assistant" vide appointment letter dated 05.09.2014, which was extended from time to time and expired on 30.06.2019. Record further shows that the appellant

disappeared from duty just two weeks before expiry of his contract period and did not report, as a result of which, his service was terminated vide order dated 20.06.2019. Appellant has claimed his regularization on the basis of office memorandum dated 11.05.2017, issued by the Government of Pakistan during the period when the appellant was serving the respondent company, but he did not avail the said opportunity and did not made any effort for regularization of his services in view of the office memorandum dated 11.05.2017. Perusal of the record reveals that the respondent company is a private limited company having non-statutory rules, as such, the relationship of the appellant and company was of Master and Servant, therefore, no writ can be issued against the respondent company, which is a non-statutory body and is regulated by the principle of Master and Servant. The said company does not fall within the purview of "person" as defined under Article-199 of the Constitution of the Islamic Republic of Pakistan 1973.

7. It is also evident from the record that the contract period of the appellant expired on 30.06.2019, whereas he slipped away just two weeks before the expiry of his contract period. The contract employee has no vested right to remain in employment after the expiry of his contract and he has no right to invoke constitutional jurisdiction of this Court, when his services were terminated on completion of the contract period. The August Supreme Court of Pakistan after examining the precedent law has summarized the scope of jurisdiction of this Court, in matters relating to terms and conditions of service of the employees in "Pakistan Defence Officers Housing Authority Vs. Lt. Col. Syed Jawaid Ahmed" (2013 SCMR 1707) wherein, it was held as under:-

- (i) *"Violation of Service Rules or Regulations framed by the Statutory bodies under the powers derived from Statutes in absence of any adequate or efficacious remedy can be enforced through writ*

jurisdiction.

- (ii) *Where conditions of service of employees of a statutory body are not regulated by Rules/Regulations framed under the Statute but only Rules or Instructions issued for its internal use, any violation thereof cannot normally be enforced through writ jurisdiction and they would be governed by the principle of 'Master and Servant'.*
- (iii) *In all the public employments created by the Statutory bodies and governed by the Statutory Rules/Regulations and unless those appointments are purely contractual, the principles of natural justice cannot be dispensed with in disciplinary proceedings.*
- (iv) *Where the action of a statutory authority in a service matter is in disregard of the procedural requirements and is violative of the principles of natural justice, it can be interfered with in writ jurisdiction.*
- (v) *That the Removal from Service (Special Powers) Ordinance, 2000 has an overriding effect and after its promulgation (27th of May, 2000), all the disciplinary proceedings which had been initiated under the said Ordinance and any order passed or action taken in disregard to the said law would be amenable to writ jurisdiction of the High Court under Article 199 of the Constitution."*

In this regard, reliance is also placed upon the case of "Syed Nazir Gillani Vs. Pakistan Red Crescent Society and another" (2014 SCMR 982), wherein the above said aspect of law was also followed. In the case of "Miss Naureen Naz Butt Versus Pakistan International Airlines through Chairman, PIA and others" (2020 SCMR 1625), wherein it has been held as under:-

"In the order of this Court, it has been elaborately discussed that the petitioner was a contract employee and after her contract has elapsed, she approached the Court for reinstatement. It was held that such reinstatement could not be made, as the contract employee has no right to be reinstated after termination of the contract period. Further in the case of PIA Corporation v. Syed Suleman Alam Rizvi and

others [2015 SCMR 1545], this Court has held that the employment in Pakistan International Airlines, being not governed by statutory rules, principle of 'Master and Servant' will apply and thus, the Writ Petition before the High Court will not be maintainable. Similar view was also taken by this Court in the case of Pakistan International Airline Corporation and others v. Tanweer-ur-Rehman and others [PLD 2010 SC 676]".

8. In view of the above, we are fully convinced that the impugned judgment passed by the learned Single Judge in Chambers, is just, lawful and calls for no interference. Hence, the instant Intra Court Appeal is **dismissed**.

(AMER FAROOQ)
JUDGE

(GHULAM AZAM GAMBRANI)
JUDGE

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