

ORDER SHEET
IN THE ISLAMABAD HIGH COURT, ISLAMABAD
JUDICIAL DEPARTMENT

I.C.A. No. 405 of 2020
Ubaid ur Rehman Malik
Versus
Federation of Pakistan, etc.

S. No. of order/ proceedings	Date of order/ Proceedings	Order with signature of Judge and that of parties or counsel where necessary.
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13.09.2022	Sardar Muhammad Irshad and Mr. Nasir Salim, Advocates for the appellant
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Sardar Ejaz Ishaq Khan, J: This intra-court appeal is from the judgment dated 26.10.2020 passed by the Hon’ble Single Bench dismissing the writ petition praying for the petitioner’s reinstatement to his contractual employment with all back benefits. The memo of this appeal reiterates the same prayer.

2 The impugned judgment is comprehensive in its analysis and findings, and we do not feel called upon to add anything thereto. The appellant’s primary grievance that his contractual employment could not have been terminated through verbal orders stood addressed when the respondent authority’s Board dismissed his representation/appeal on remand by this Court in writ petition no. 3747/18.

3 Learned counsel’s reliance on section 32(c) of the ERRA Act 2011 as conferring a right to regularization is misplaced, as that section, titled “Repeal and Savings”, only caters to the continuity of appointments made before the promulgation of ERRA Act to replace the erstwhile Prime Minister’s notification referred therein for setting up ERRA. This statutory device is employed frequently on repeal and repromulgation of statutory instruments in order to save the administrative overload of reappointments of all the

employees employed while the repealed instrument was in force.

4 It is settled law that no writ petition lies for reinstatement of a contractual employee, especially where the contractual term of employment has expired. A contract employee of a statutory body has no vested right to remain in employment, to the extension of his contract or to reinstatement. The Hon'ble Supreme Court held in Naureen Naz Butt versus Pakistan International Airlines (2020 SCMR 1625) that:

“Contract employee, whose period of contract employment expired by efflux of time, carried no vested right to remain in employment of the employer, and the Courts could not force the employer to reinstate or extend the contract of such employee.”

5 The judgment appealed from affirms this principle. This intra-court appeal is therefore **dismissed**.

6 Be it clarified that the dismissal of this appeal for being not maintainable is without prejudice to any other legal remedy the appellant might have for wrongful dismissal.

(Aamer Farooq)
Judge

(Sardar Ejaz Ishaq Khan)
Judge

Imran