

JUDGMENT SHEET.

IN THE ISLAMABAD HIGH COURT, ISLAMABAD. **JUDICIAL DEPARTMENT.**

W.P. No. 2386/2018.

Pervaiz Khan

Versus

Bahria University, Islamabad, etc.

Petitioner by: Mr. Saeed Khursheed Ahmed, Mr. Ghulam Abbas Tarar and Mr. Sajjad Hussain Tarar, Advocates.

Respondents by: Mr. M. Shafiq-ur-Rehman Dab, Advocate.

Date of Decision: 14.05.2019.

MOHSIN AKHTAR KAYANI, J: Through this Writ Petition, the petitioner has assailed the order dated 05.06.2018, passed by respondent No.1, whereby service of petitioner was terminated from Bahria University, Islamabad.

2. Learned counsel for the petitioner contends that petitioner entered into contract dated 01.04.2009 with Bahria University and as per University regulation his right to service could not be curtailed in terms of Articles 9 & 18 of the Constitution of Islamic Republic of Pakistan, 1973, which is fundamental right of the petitioner; that termination of service of the petitioner as driver from Bahria University is illegal and he remained in service from 01.04.2009 till 05.06.2018.

3. Conversely, learned counsel for respondent University contends that petitioner was a contractual employee and as such there is no concept of permanent job in Bahria University and the claim of petitioner is otherwise not maintainable as university regulation provides alternate remedy in terms of Section 33 of the Bahria University Ordinance, 2000.

4. Arguments heard, record perused.

5. Perusal of record reveals that petitioner's services were hired as driver by the Bahria University/Respondent No.1 vide appointment letter dated 27.04.2007

on contract basis and as per the terms of contract either party can terminate the contract by giving one month notice in terms of clause 3 of the agreement. Even otherwise, university statute 2016 appended with this writ petition is silent qua any permanent job and all the services given to any employee in the Bahria University in terms of clause 10.3 (terms & conditions of service) in different teaching and administrative cadres shall only be of “contractual nature”.

6. University regulations were prepared in terms of Section 26 of the Bahria University Ordinance, 2000 and all these regulations have been considered valid if approved by the Board on the recommendations of the committee in terms of regulation 26-h(ii) and Section 3, therefore, relying upon 1999 SCMR 2381 (Ijaz Hussain Sulery Vs. Registrar), 1992 SCMR 1093 (University of the Punjab, Lahore Vs. Ch. Sardar Ali), 2011 SCMR 944 (Abdul Rashid Khan Vs. Registrar Bahauddin Zakaria University, Multan), the service regulations statute, 2016 of Bahria University is non-statutory, hence, while considering the above background this Court is of the view that petitioner cannot invoke the constitutional jurisdiction of this Court especially when petitioner himself was appointed on contract basis and remained on contract till his service was terminated, although petitioner contends that he has agitated the rights of other employees of the university due to which he was victimized by the university.

7. Besides the above position, contract employee could not process for reinstatement in service for the left over period and at the best can claim damages. Even otherwise, writ is not maintainable and contract employee was debarred from approaching the High Court in constitutional jurisdiction. Reliance is placed upon 2019 SCMR 648 (Qazi Munir Ahmed Vs. Rawalpindi Medical College and Allied Hospital through Principal and others).

8. Record further reveals that petitioner was given eight different warnings regarding his discipline issues, even then he used to drive in reckless manner but despite clear warnings he has not mended his ways.

9. Beside these issues, petitioner was also given last advance notice on 05.06.2018 as per requirement of contract before his termination, therefore, instant petitioner is not maintainable and the same is hereby *dismissed*.

(MOHSIN AKHTAR KAYANI)
JUDGE

Zahid

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