

59/20

**SUPREME COURT OF PAKISTAN**  
(Appellate Jurisdiction)

**PRESENT:**

Mr. Justice Gulzar Ahmed, CJ  
Mr. Justice Ijaz ul Ahsan  
Mr. Justice Mazhar Alam Khan Miankhel

4. **Civil Appeal No.451 of 2017**

[On appeal against the judgment dated 24.01.2017 passed by the Lahore High Court, Lahore, in Intra Court Appeal No.608 of 2009]

***Miss Naureen Naz Butt***

***...Appellant(s)***

***Versus***

***Pakistan International Airlines through its  
Chairman, PIA Head Office, Karachi, etc***

***...Respondent(s)***

For the Appellant(s)

: Syed Zulfiqar Abbas Naqvi, ASC  
Mr. Ahmed Nawaz Ch., AOR along  
with the appellant.

For the Respondent(s)

: Mr. Tariq Aziz, AOR.  
Mr. Adnan Ahmed Channa,  
Manager, HR.  
Mr. Javed Hassan, Assistant  
Manager, HR.

Date of Hearing

: 14.07.2020

**JUDGMENT**

**GULZAR AHMED, C.J.**— The appellant, by leave of this Court, has challenged judgment dated 24.01.2017 passed by a learned Division Bench of the Lahore High Court, Lahore, whereby Intra Court Appeal filed by the respondents against the judgment dated 08.06.2009 of the learned Single Judge, allowing the Writ Petition of the appellant, was set-aside and in this manner Intra Court Appeal was allowed.

2. The facts of the case are that the appellant was appointed as an "Airhostess" on contract basis for one year and

such contract period was extended uptill 31.12.2004, after which the contract was not renewed. The appellant seems to have filed an appeal before the Federal Service Tribunal which is alleged to have abated pursuant to the case of Muhammad Mubeen-us-Salam & another v. Federation of Pakistan and others [PLD 2006 SC 602]. The appellant then filed a Grievance Petition in the Labour Court, which was dismissed vide order dated 10.07.2007 on the basis that The Industrial and Commercial Employment (Standing Orders) Ordinance, 1968 was not applicable to the employees of the respondent-department. The appellant appears to have filed Labour Appeal before the Lahore High Court, which is said to have been transferred to the Punjab Labour Appellate Tribunal, Lahore and it is alleged in the petition that the said Tribunal has not been established as yet. The appellant abandoned her appeal in the Punjab Labour Appellate Tribunal and filed Writ Petition in the Lahore High Court, Lahore, which as noted above, was allowed. The Intra Court Appeal filed by the respondents came to be allowed and the judgment of the learned Single Judge dated 08.06.2009 was set-aside.

3. Learned counsel for the appellant has contended that the appellant's service was terminated on 31.12.2004 and such termination order need to be set-aside and the appellant be reinstated in service with full back benefits. He contended that by dint of 10 years' service the appellant's case for being a permanent employee of the respondent-department has matured and her employment could not have been terminated. In support of his submissions, the learned ASC relied upon judgment of this Court



dated 24.05.2018 passed in the case of Ms. Samina Abid v. Pakistan International Airline through its Chairman, PIA Head Office, Karachi & others [C.A.No.450 of 2017]. On the other hand, learned AOR for the respondents has relied upon an order of this Court dated 16.01.2020 passed in the case of Attiya Sehrai v. Pakistan International Airlines Corporation through its President [C.P.No.1159 of 2018], to contend that after expiry of contract period, the appellant was not entitled to be regularized in service.

4. We have considered the submissions of the learned ASC for the parties and have also gone through record of the case. It is admitted that the appellant was employed on contract for one year with effect from 24.10.1995 and her contract employment was extended until expiry of the last contract on 31.12.2004. The law with regard to employment on 'contract basis' is well settled and in this regard, reference may be made to the case of Mubarak Ali and another v. Government of Punjab through Secretary, Industries and Mineral Development Department [1997 PLC (CS) 284], wherein the petitioners, who were contract employees, on expiry of their contract service filed Writ Petition in the High Court, which was dismissed and this Court upheld the order of the High Court by observing as follows:

"4. The petitioners challenged the order of termination of their services in writ petition filed in the High Court on the ground that they have unfairly discriminated as 16 other persons similarly placed had since been adjusted against other vacancies. The learned High Court, however, on its finding that the petitioners had been appointed on contract basis,

therefore, on expiry of the contract period they had been left with no vested right, dismissed the writ petition. It was further observed that the petitioners failed to furnish particulars of the persons against whom they alleged unfairly discrimination.

5. Learned counsel for the petitioners reiterated the same arguments, which did not prevail with the learned High Court. From the perusal of the record it is evident that services of those ad hoc employees were regularised who had been serving as such since 17.1.1989. The petitioners were neither working as such since 17-1-1989, because they had been appointed in July, 1989, and moreso they were not appointed on ad hoc basis but on contract basis. The learned counsel even at this stage, failed to point out the particulars of the aforementioned 16 persons against whom he claims unfairly discrimination. We, therefore, find no infirmity in the judgment of the learned High Court and dismiss the petition."

Further, in the case of Government of Balochistan, Department of Health through Secretary, Civil Secretariat, Quetta v. Dr. Zahida Kakar and 43 others [2005 SCMR 642], this Court observed as follows:

"5. It is an admitted fact that the service of the respondents was on purely temporary basis and specifically on contract. Such appointment terminates on the expiry of contract period or any extended period on choice of the employer or appointment authority. Prima facie, it does not create any vested right."

And further, in the case of Muzaffar Khan and others v. Government of Pakistan and others [2013 SCMR 304], this Court observed as follows:

"Be that as it may, the fact remains that the petitioners are contractual employees and on that score according



*to the consistent view of this Court do not have vested right for regular appointment. See **Government of Balochistan v. Zahida Kakar** (2005 SCMR 642)."*

Thus, the established law is that a contract employee, whose period of contract employment expires by efflux of time, carry no vested right to remain in employment of the employer and the Courts cannot force the employer to reinstate or extend the contract of the employee.

5. During the course of arguments learned ASC for the appellant was also asked whether the Writ Petition of the appellant in the High Court seeking her reinstatement in service with full back benefits was at all maintainable when the terms and conditions of her service were not governed by any statutory rules of service rather by a contract, he except for saying that the appellant remained in service for 10 years, thus ought to be reinstated in service with all back benefits.

6. We may note that in the judgment relied upon by the learned ASC for the appellant, is distinguishable as the same relates to termination from service under the Removal from Service (Special Powers) Ordinance, 2000. However, in the case relied upon by the learned AOR for the respondents, this Court has noted that the petitioner in that case was appointed as Airhostess on contract by the respondents and when her contract period expired, she was not allowed further service. She filed a Grievance Petition in the Labour Court, which was allowed and the Appeal filed by the respondents was dismissed. However, the Writ Petition filed by the respondents was allowed and the two orders of the Labour Court

and the Punjab Labour Appellate Tribunal were set-aside. 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].

7. For what has been discussed above, we find no illegality, impropriety or perversity in the impugned judgment dated 24.01.2017, which is maintained. The appeal is, therefore, dismissed.

Bench-I  
ISLAMABAD  
14.07.2020  
APPROVED FOR REPORTING  
Hashmi