

HON'BLE SRI JUSTICE R. KANTHA RAO

W.P.No.36630 of 2013

ORDER:

Heard Sri T.Khasim Basha Vali, learned counsel appearing for the petitioner, and Sri V.Narasimha Goud, learned Standing Counsel for HMDA.

This writ petition is filed seeking to declare the action of the 3rd respondent in withdrawing the services of the petitioners *vide* letter dated 16.11.2013, as arbitrary and illegal.

All the petitioners worked in Indian Army and they are Ex-Servicemen. The 3rd respondent addressed letter dated 27.09.2007 to the 5th respondent to provide the feasibility of Ex-Servicemen to appoint them as Security Guards. Based on the said proposal, the 5th respondent, who is the Nodal Agency, entered into an agreement with the 3rd respondent and engaged the petitioners as Security Officers, Assistant Security Officers, Security Guards in Lumbini Park, Laser Show, NTR Gardens, Sanjeevaiah Park and they are working as such since 2007. After the bomb blast at Lumbini Park Laser Show on 25.08.2007, the

Government decided to deploy trained, skilled, eligible and effective security guards at the entrance of the parks and gardens of the above said areas. On 16.11.2013, the 3rd respondent addressed letter to the 5th respondent stating that the respondents have finalized the tenders for providing Integrated Security Service with man power and equipment and they awarded the contract to some other private security agency, which will commence their services from 16.12.2013 and requested the 5th respondent to withdraw the services of the petitioners from 16.12.2013. The 5th respondent vide letter dated 27.11.2013 requested the 2nd respondent stating that withdrawal of services of the

Ex-Servicemen from its authority causes much hardship to the petitioners and recommended to continue the services of Ex-Servicemen. The petitioners also represented to the 2nd respondent that if they lose their jobs, they will be subjected to much hardship and financial loss. It is their grievance that they were dis-engaged by the respondents without any prior notice.

While admitting the writ petition, the learned Single Judge of this Court granted interim

suspension of the order dated 16.11.2013 and directed to continue the services of the petitioners vide order dated 13.12.2013 in WPMP No.45530 of 2013.

Respondents 1 to 4 filed vacate stay petition along with counter, wherein it is contended that with a view to provide additional security in Buddha Purnima Project area, respondents 2 to 4 requested the Director of Sainik Welfare to provide ex-service men personnel on outsourcing basis and accordingly, 3rd respondent addressed a letter dated 15.12.2007 requesting the 5th respondent to provide security supervisors and security guards for a period of one year by imposing certain conditions. According to condition No.2, the continuity in engaging the services of the personnel deputed is not assured and as per condition No.5, for service rendered, Director Sainik Welfare Board will be paid 5% of wage bill towards service charges. According to the respondents, there is no employee and employer relationship between them and the petitioners and since they have not been directly engaged by the respondents 1 to 4. Respondents 1 to 4 have taken the services from the personnel sent by the Zilla Sainik Welfare

Officer and used to pay the consideration for the services only to the Zilla Sainik Welfare Officer. Respondents 1 to 4 specifically denied the allegation that the petitioners were under their direct control. It is asserted that extension of services of the petitioners beyond 31.01.2014 is not automatic. It is stated that after the incident of Dilsukhnagar bomb blast, the 3rd respondent finalized the tenders for providing integrated security services with manpower and equipment in all parts of Buddha Purnima Project. Therefore, the 3rd respondent addressed a letter dated 16.11.2013 to the Director, Sainik Welfare giving one month notice in advance for withdrawing the services of the personnel sent by him. In pursuance of the tender notification, the 3rd respondent has awarded the contract to M/s. Sri Renuka Shakti Security Services Private Limited and the said agency commenced the services from 15.11.2013 and they are bound to pay the contract amount to the said agency. It is the version of the respondents that if the petitioners are continued in the service, it will be double burden to the respondents. The 3rd respondent addressed letter dated 16.11.2013 in advance to the Director, Sainik Welfare by giving

one month notice. It is further contend that it is not open to the petitioners to invoke the jurisdiction of this Court under Article 226 of the Constitution of India.

Obviously, the petitioners are the Ex-servicemen. They were deputed by the 5th respondent-Director, Sainik Welfare to work as Security Officers in the above said places on the request made by the 3rd respondent. There is no direct contract between the petitioners and the respondents 1 to 4. Further, their salaries were used to be paid in part to the 5th respondent by respondents 1 to 4.

Having regard to the nature of the services rendered by the petitioners, this court is of the considered view that there is no employee and employer relationship between the petitioners and respondents 1 to 4. They were engaged by respondents 1 to 4 through the 5th respondent. By virtue of the interim order passed by the learned Single Judge, the petitioners have been continuing in their respective jobs. They do not have any legal right to continue in their respective jobs and therefore, they cannot invoke jurisdiction of this Court under Article 226 of the Constitution of India.

For the foregoing reasons, the Writ Petition is dismissed. No costs.

Miscellaneous petitions pending, if any, shall stand closed.

JUSTICE R. KANTHA RAO

15th September, 2015

rkk