

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CWP No. 11644 of 2011
Date of decision: 01.09.2015

Amandeep Kumar

....Petitioner(s)

Versus

State of Punjab and another

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE G.S.SANDHAWALIA

Present: Mr. Peeush Gagneja, Advocate,
for the petitioner.

Mr. Pankaj Mulwani, DAG, Punjab.

Mr. Gagandeep Singh, Advocate.

G.S.SANDHAWALIA, J. (Oral)

Challenge in the present writ petition is to the order dated 25.04.2011 (Annexure P-8) whereby, the appeal of the petitioner has been rejected. The said order has been passed in pursuance of the directions of this Court issued in CWP No. 3372 of 2011 whereby, direction had been issued to decide the representation of the petitioner within a period of 3 months.

The petitioner was appointed on 27.03.2005 (Annexure P-1) and joined on 01.04.2005 on contractual basis on the post of a Computer Faculty under ICT Project. He started remaining absent from 07.09.2007 and was issued a show cause notice on 15.01.2008. His services were terminated on 17.03.2008 (Annexure P-5) w.e.f. the date of his absence i.e. 07.09.2007 vide Annexure P-5. He chose to sleep over the matter and thereafter filed a representation on 08.06.2010 whereby, he took the plea that due to the school being at a distance of 100 kilometers and he

suffering from backache, he could not attend school for a long period of time. On account of his representation being pending for long, this Court directed to decide the representation which had led passing of the impugned order. The petitioner was appointed on a contract basis. The terms of the contract provide that the services can be terminated without any notice when the work and conduct is found to be unsatisfactory. The said clause reads thus:-

“Your contractual services can be terminated without any notice if your work and conduct is found to be unsatisfactory at any stage. However, either side would have to give one month's notice for the termination of the contract. In case the notice is short of one month, either side would pay/deposit salary in lieu of the remaining period of the month.”

The petitioner admittedly, on his own showing, remained absent for almost 7 months when the initial order of termination was passed. Even thereafter, for two years he did not agitate and sought to revive a stale claim by approaching this Court. The terms of the contract as such provide that on account of the work and conduct found to be unsatisfactory, the same could be terminated. The action of the respondents as such in dispensing with the services cannot be faulted with in any manner in such circumstances.

Accordingly, the present writ petition is dismissed.

01.09.2015
shivani

(G.S. SANDHAWALIA)
JUDGE