

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

**CWP No.13421 of 2015
Date of decision : 11.08.2015**

Utkarsh Galhotra

....Petitioner

Versus

State of Punjab & ors.

....Respondents

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

Present: Mr. P.K.Goklaney, Advocate
for the petitioner.

G.S.Sandhawal, J. (Oral)

The writ petition is directed against the order dated 25.09.2014 (Annexure P-25) passed by respondent No.2 by which the claim of the petitioner to allow her to join her duty against the post of English Mistress has been declined.

The reasoning, which has been given by the said respondent is that the petitioner was appointed on contractual basis on fixed remuneration of Rs.5400/- per month as a Service Provider (English) and joined on 07.11.2008. The contract was liable to be continued if the service was found to be satisfactory and the employee would be considered for regularization of service. The petitioner admittedly remained absent from 26.03.2009 to 28.05.2009 and resumed her duty on 29.05.2009 just to avail the summer vacation starting from 30.05.2009 till 12.07.2009. Instead of joining her duty on 13.07.2009, she sent a message that she could not join duty due to her illness and thereafter she did not join the duty. It was alleged that she had resigned on 19.10.2009 and vide letter dated 08.11.2010 request for withdrawal of the resignation was made. The record was

checked up by the said respondent and it was found that there was no entry regarding submission of resignation on 19.10.2009 rather a letter had been issued to the petitioner asking her to resume the duty. Accordingly, the petitioner came to join her duty but she was not able to furnish any plausible explanation and for cogent reasons for remaining absent from duty unauthorisedly, the impugned order was passed.

Learned counsel for the petitioner has laid stress that resignation was never accepted by the competent authority and produced the report of its refusal, in court.

It is not necessary to get into the said controversy. Admittedly, the petitioner joined on 27.09.2008 on contract basis and the same could be cancelled on being found unsatisfactory. Clause 8 and 18 of the terms and condition of contractual appointment are reproduced as under:

"8. Your appointment on contract basis would continue only on maintaining your performance and conduct as satisfactory. In case your performance is found unsatisfactory at any time, this appointment on contract basis would be cancelled immediately without any notice.

18. In case you remain continuously absent for 10 days, without the permission of the competent authority, your this contract appointment would be cancelled without any notice."

It is not disputed in the present petition that the petitioner due to her personal reasons has remained absent from duty from 26.03.2009 without even completing one year of service. She continued to remain absent and thereafter sought to raise a new controversy that she is withdrawing her resignation. In view of the

above clause, her appointment was liable to be cancelled.

In view of the above clauses, it is apparent that on account of absence from duty without the permission of the competent authority, the appointment can be cancelled without any notice.

The petitioner had accepted the appointment letter and she is bound by the terms and conditions of the same. In such circumstances, the impugned order passed by respondent No.2 is without infirmity and the extra-ordinary jurisdiction of this Court, is not liable to be invoked.

The writ petition stands dismissed.

11.08.2015
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(G.S.Sandhawalia)
Judge