

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

Civil Writ Petition No. 25589 of 2014(O&M)

Date of Decision: October 8 , 2015.

Shushma Devi and another PETITIONER (s)

Versus

Union of India and others RESPONDENT (s)

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. Ramneek Vasudeva, Advocate
for the petitioners.

Mr. Puneet Gupta, Senior Panel Counsel
for respondents No.1 to 6.

Respondents No.7 and 8 *ex parte*.

1. Whether reporters of local papers may be allowed to see the judgment?
2. To be referred to the reporters or not?
3. Whether the judgment should be reported in the digest?

LISA GILL, J.

Despite service, none had appeared on behalf of respondents No.7 and 8 on 18.0.2015. Today again, there is no representation on their behalf. They are proceeded against *ex parte*.

Prayer in this writ petition is for setting orders dated 05.12.2014 (Annexures P5 and P6) whereby services of the petitioners have been terminated.

Petitioner No.1 – Sushma Devi was appointed as Female Attendant on 01.12.2011 on contractual basis initially for a period of one year. Petitioner No.2 – Jatinder Mohan was appointed as Lab Assistant on 01.12.2011 on contractual basis initially for a period of one year. Thereafter, both the petitioners continued to work till 06.12.2014, their contract of service being renewed periodically. It is submitted that both the petitioners have rendered dedicated service. There is no complaint of any kind against them qua their work or conduct.

This Court vide order dated 15.12.2014 directed that no appointments shall be made pursuant to advertisement, Annexure P4 issued by the respondents if not made till them.

Learned counsel for the petitioners submits that this writ petition be allowed in terms of judgment dated 30.06.2015 passed in CWP No.20113 of 2013 (Dr. Sukhpreet Singh v. Union of India and others) wherein it has been held that the petitioners therein, who were also appointed on contractual basis, were entitled to continue in service strictly as per terms and conditions of the agreement of service duly entered into and agreed upon between the parties. Present petitioners are identically situated as petitioner in the abovesaid writ petition. There is no complaint regarding their work and conduct. Existence of work is not in dispute. Terms and conditions of their agreement are similar to that of the petitioners in Dr. Sukhpreet Singh's case (supra). Termination of their services only to replace them with another set of contractual employees is thus illegal and unjustified.

Learned counsel for respondents is unable to deny the abovesaid

factual position. It is further submitted that appointment of respondents No.7 and 8 on the said posts is a temporary and stop-gap arrangement only.

Keeping in view the factual matrix as noticed above, termination of the petitioners is set aside and this writ petition is disposed of in terms of decision dated 30.06.2015 in CWP No.20113 of 2013 (Dr. Sukhpreet Singh v. Union of India and others).

October 8, 2015.
'om'

(**LISA GILL**)
JUDGE