

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

1. Letters Patent Appeal No.2064 of 2014 (O&M)

Baljeet Singh and others ...Appellants

Versus

State of Punjab and others ...Respondents

and

2. Letters Patent Appeal No.2082 of 2014 (O&M)

Jagdeep Singh and others ...Appellants

Versus

State of Punjab and others ...Respondents

Date of Decision: **August 04, 2015**

**CORAM: HON'BLE MR. JUSTICE SATISH KUMAR MITTAL
HON'BLE MR. JUSTICE HARINDER SINGH SIDHU**

Present: Mr.Raj Kumar Garg, Advocate
for the appellants.

Mr.B.S.Chahal, DAG, Punjab.

Mr.Amit Mehta, Advocate for
respondents No.2 to 5.

Mr.Aminder Singh, Advocate
for respondent No.8.

HARINDER SINGH SIDHU, J.

This judgment shall dispose of the two intra- court
appeals, referred to above, as both these appeals under Clause X of
the Letters Patent have been filed against the common judgment

dated 23.9.2014 (in CWP Nos.1729 and 5057 of 2013) of the Learned Single Judge, whereby, the writ petitions filed by the appellants challenging the order dispensing with their contractual services as Gram Rozgar Sewaks, were dismissed.

For deciding the appeals, the facts are being taken from LPA No.2064 of 2014.

The case of the appellants is that vide advertisement dated 5.3.2008 (Annexure P-2), applications were called for Additional Programme Officer, Technical Assistant, Computer Assistant, Gram Rozgar Sewak and Account Assistant on contract basis under National Rural Employment Guarantee Scheme (NREGA). Vide order dated 2.1.2009 (Annexure P-3), the appellants and few others were appointed as Gram Rozgar Sewaks (for short 'GRS') on contract basis till 31.3.2010. This contract was extended first, upto 31.3.2011 and then upto 30.9.2012. Due to paucity of funds, their payments were not made by the respondents and ultimately, vide order dated 27.9.2012 (Annexure P-5) they were relieved from service without any show cause notice and reason, but simply on the ground of administrative reasons.

Aggrieved, the appellants filed the writ petitions, which have been dismissed by the Learned Single Judge.

Learned counsel for the appellants had contended that since NREGA scheme is continuing, therefore, their services were liable to continue and that they have been thrown out of job only

because they raised voice for their withheld payments. It was also contended that pick and choose policy has been adopted by the respondents.

The respondents had taken the stand that the supervisory staff was engaged for the period of one year and further staff was engaged on the basis of need and given the district's ability to pay the remuneration out of the 4% contingency grant under the Scheme. Services of the appellants were dispensed with due to the fact that need was less and curtailment in staff was necessary as per the communication dated 19.6.2007 addressed to all the Deputy Commissioners by the Joint Development Commissioner (IRD)-cum-Special Secretary to Government of Punjab. It was admitted that due to paucity of funds, the salary of the appellants was released on 11.3.2013 for the period from October, 2011 to September, 2012. It was also stated that due to shortage of funds, the appellants were relieved after the expiry of the contract period and as per the contract agreement. It was stated that the work of the GRS, was analyzed and on the basis of total expenditure and performance, the GRS who had spent above Rs. 15,00,000/- were retained and their contract was renewed. The appellants had performed below the limit, and therefore, their contract and services were dispensed with.

Ld. Single Judge dismissed the petition by observing that the appellants were appointed on purely temporary basis under the scheme and the contract could be extended subject to the work and

performance of the individuals and thus, the appellants had no such legal vested rights, whereby, they can claim any right to continue. The appointment was for a specific period and was extended for the existence of the scheme. Their services had been dispensed with, in terms of their appointment letter. Regarding the allegations of the appellants about pick and choose being adopted by the respondents, the Ld. Single Judge noted that the respondents had retained certain employees who had knowledge of Computers and they were given additional charge as Computer Operators, which posts were lying vacant. Besides certain GRS who had spent above Rs. 15,00,000/- were retained. Hence no fault could be found with this.

Ld. Single Judge had relied on the decision of the Hon'ble Supreme Court in **GRIDCO Ltd. v. Sadananda Doloi, (2011) 15 SCC 16**, wherein while affirming that an action even in the realm of contract is subject to judicial review to determine if there was any illegality, perversity or arbitrariness in the same, also held that renewal of contract of employment depended on the perception of the management as to the usefulness and the need for an incumbent in the position held by him and these aspects rested in the discretion of the management. Accordingly, the petition was dismissed.

We have heard Learned counsel for the parties and gone through the paper-book.

The Ld. Counsel for the appellants has mainly raised the issue of pick and choose method adopted by the respondents in

retaining or dispensing with the services of various persons. This contention was noticed and rejected by the Ld. Single Judge based on the averments in the written statement. In the absence any additional material/ evidence, there is no basis to disagree with that view.

At any event this argument that pick and choose policy was adopted by the respondents while discontinuing the services of the appellants and other disputed questions of fact, which the appellants has sought to raise cannot be adjudicated in a writ petition.

Accordingly, these appeal are dismissed. However, the appellants would be at liberty to approach the Labour Court, if so advised.

(SATISH KUMAR MITTAL)
JUDGE

(HARINDER SINGH SIDHU)
JUDGE

August 04, 2015

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