

In the High Court of Punjab and Haryana at Chandigarh

1. Civil Writ Petition No. 16457 of 2011
Date of Decision: 27.1.2016.

Anil SheikharPetitioner

Versus

State Bank of India and othersRespondents

2. Civil Writ Petition No. 13960 of 2010

Daljeet Khosla and othersPetitioners

Versus

State Bank of India and othersRespondents

3. Civil Writ Petition No. 17374 of 2011 (O&M)

Sumit MehtaPetitioner

Versus

State Bank of India and othersRespondents

CORAM: HON'BLE MRS. JUSTICE SABINA

Present: Mr. K.K.Tiwari, Advocate,
Mr. A.P.S.Shergill, Advocate and
Mr. Salil Bali, Advocate
for the petitioner(s).
Mr. R.K.Chopra, Senior Advocate with
Ms. Ekta, Advocate,

Mr. I.P.S.Doabia, Advocate and
Mr. Kapil Kakkar, Advocate
for the respondents.

SABINA, J.

Vide this order, above mentioned three petitions would be disposed of as the controversy involved in all the cases is the same.

Petitioners have filed these petition under Article 226 of the Constitution of India seeking a writ in the nature of mandamus/certiorari for quashing the decision of the respondents in terminating their services by replacing them with fresh contractual employees.

Case of the petitioners, in brief, is that they were working with the respondents as Customer Relationship Executives (Personal Banking). Petitioners were appointed after regular selection process. Petitioners completed their training as per rules. Respondents had not given any target to the petitioners. The work and conduct of the petitioners was satisfactory. However, the services of the petitioners were dispensed with after the completion of the contract period by appointing fresh candidates on contractual basis.

I have heard the learned counsel for the parties and have gone through the record available on the file carefully.

On 10.9.2015, following order was passed by this Court:-

“Learned counsel appearing for the respondents, seeks time to file an affidavit, in response to the order of this Court dated 11.08.2015.

However, both, learned Senior counsel, and Mr. Kapil Kakkar, learned counsel for the respondents in the connected case, i.e. CWP No. 17374 of 2011), submit that the respondent-Bank is not replacing contractual employees with another set of contractual employees and regular employment shall be made against the posts, as are required to be filled in.

Other than the issue of replacement of contractual employees with another set of contractual employees, the issue in this petition, is also as to why some contractual employees were absorbed in regular service, as given in the rejoinder filed by the petitioner to the written statement of the respondents, whereas the petitioners were not.

A competent authority in the respondent-Bank, not less than the rank of Senior General Manager, shall file his/her personal affidavit answering the following two queries:-

- (i) Whether the post occupied by the petitioner, or any posts by which such post stand substituted, are being filled in or will be fill in by contractual employees;*
- (ii) As to why some persons, as given in the rejoinder filed by the petitioner in this petition, were absorbed in regular establishment, after their initial period of contractual employment was over, and the petitioner and others like him were not so absorbed,*

despite the fact that the petitioner was appointed on contract basis prior to the employees named in the rejoinder.

If the answer to the second question is on the basis of eligibility conditions not being fulfilled by the petitioner, then the relevant rule governing appointment to the posts on which the persons mentioned in the rejoinder have been appointed and the posts which the petitioners are occupying, shall also be annexed with the affidavit.

The affidavit shall also clearly state as to whether any other person, who does not fulfil such eligibility criteria, has been absorbed in the regular establishment or not. Whether the petitioner was replaced by another contractual employee after the petitioners' contract got over in November 2009, will also be stated in the affidavit.

The affidavit be filed within four weeks.

Adjourned to 20.10.2015.”

In pursuance to the said order, respondents have placed on record affidavit dated 19.10.2015.

With regard to query No. 1, it has been averred in para 2 of the affidavit that no posts were being filled in nor there was any proposal/plan to fill in the said posts by contractual employees. It was averred that the post of CRE (PB) now stood redesignated as Customer Relationship Officer (Personal Banking) and the eligible CRE (PB) had been absorbed in permanent

employment of the bank.

With regard to query No. 2, it has been averred that a new cadre of officers in personal banking segment had been introduced on contractual basis known as Customer Relationship Executives (PB). In this regard, first advertisement for engagement of CRE (PB) was issued on 10.3.2007 inviting applications for eligible candidates on contractual basis. The selected candidates were engaged on purely contractual basis for a period of two years. In all, 88 candidates were allotted to Chandigarh circle of the bank and a common date of joining on 20.8.2007 was fixed for such candidates. Out of the 88 allotted candidates, only 73 candidates actually reported for duty. 15 more candidates were allotted to Chandigarh circle out of the waiting list. Out of the 15 candidates from the waiting list, only 11 candidates joined. Thus, in all, only 84 candidates joined at Chandigarh circle of the Bank under the first advertisement.

Second advertisement for recruitment of CRE (PB) on contractual basis was issued on 29.11.2007. 14 candidates were allotted to Chandigarh circle of the bank and out of them, only 8 completed their pre-joining formalities and were later issued appointment letters. Thus, the candidates who had joined on the basis of first advertisement were engaged from 1.12.2007 to 30.11.2009 whereas the candidates who had joined in pursuance to the second advertisement were appointed on contract basis from 25.8.2008 to 24.8.2010.

Last recruitment exercise for engagement of CRE (PB) on contractual basis was carried out vide advertisement dated

4.11.2008. In pursuance to the said advertisement, 09 candidates were allotted to Chandigarh circle of the Bank and they were appointed on contract basis from 17.8.2009 to 16.8.2011. As the period of the officers was to come to an end, it was decided to renew their contract for further period of one year subject to their having achieved minimum 60% targets during the year 2008-2009. Accordingly, only those officers who had achieved 60% targets were allowed to continue for another period of one year. The Executive Committee in their meeting held on 14.7.2010 approved the policy for permanent absorption of CRE (PB) as Specialist Officers with new designation as Customer Relationship Officers (PB). The terms and conditions of absorption *inter alia* stated that all the CRE (PB) who were in service of the bank as on 14.7.2010 would be eligible for absorption subject to having achieved minimum 60% targets during the year 2009-2010.

Petitioner Anil Sheikhar was engaged as CRE (PB) under the first recruitment exercise. His contract was not extended further for a period of one year as he could not achieve 60% targets during the year 2008-2009. His name did not figure in the 88 candidates initially allotted to Chandigarh circle but his name figured in the subsequent list of 15 candidates allotted to Chandigarh circle out of the waiting list. Petitioners Daljeet Khosla, Mandeep Kaur, Puneet Kumar Arora, Dilbagh Singh, Aashish Sharma, Harpreet Singh and Monica Midas were also recruited under the first advertisement but their contract could not be extended further for a period of one year as they had failed to achieve targets of 60% for the year 2008-2009. So far as petitioner

Sumit Mehta is concerned, he was also recruited under the first advertisement along with Anil Sheikhar and his contract also could not be extended for a further period of one year as he could not achieve target of 60% in the year 2008-2009. Rajan Singla, Varun Vashisht and Silky Aggarwal were engaged as CRE (PB) on contractual basis on the basis of first advertisement along with petitioner Anil Sheikhar. Contract of Rajan Singla was extended for one year as he had achieved 60% targets in the year 2008-2009 and was absorbed as a permanent employee on 14.7.2010 as he had achieved 60% targets during the year 2009-2010. Varun Vashishth and Silky Aggarwal were recruited in pursuance to the third advertisement. They were absorbed as permanent employees of the bank in terms of the policy of the bank as they had achieved 60% targets in the year 2009-2010.

Thus, from a perusal of the affidavit submitted by the respondents in pursuance to the order passed by this Court dated 10.9.2015, it is evident that respondents have clearly stated that they have not replaced the petitioners with the contractual employees nor they intend to do so. It is further the case of the respondents that the contract of employment of the petitioners could not be extended by one year as they had failed to achieve 60% targets. The employees who had achieved 60% targets were later made permanent employees. The petitioners by way of these petitions have challenged the action of the respondents in replacing them by appointing fresh candidates on contractual basis but the said plea of the petitioners has been denied by the respondents. There is nothing on record to counter the specific stand of the

respondents that they had not replaced the petitioners by appointing some fresh candidates on contractual basis. Rather the specific case of the respondents as per affidavit dated 19.10.2015, is that they do not intend to replace the petitioners by appointing candidates on contractual basis.

In these circumstances, no ground for interference by this Court while exercising jurisdiction under Article 226 of the Constitution of India is made out.

All the petitions are dismissed.

(SABINA)
JUDGE

January 27, 2016
Gurpreet