

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CWP No. 14612 of 2016 (O&M)

Date of Decision: 09.08.2016.

Manju Sharma

--Petitioner

Versus

National Institute of Technology & another

--Respondents

CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA.

Present:- Mr. Vikas Singh, Advocate for the petitioner.

TEJINDER SINGH DHINDSA.J

The issue arising for consideration in the instant writ petition is with regard to a methodology being adopted by the respondent National Institute of Technology, Kurukshetra whereby one set of contractual employees is sought to be replaced by another similar arrangement.

Counsel would submit that the petitioner was appointed as Assistant Professor in the department of Computer Engineering purely on contractual basis in July, 2015.

Grievance raised is that a notice has been uploaded on the website inviting applications to engage Assistant Professors again on contractual basis in various departments including the department of Computer Engineering.

In view of the order that I intend to pass, there would be no requirement seeking a written response from the respondent Institute.

It is by now well settled that one contractual employee cannot be replaced by another similar arrangement. A reference in this regard may be made to the judgment of *Hon'ble Supreme Court of India in*

Hargurpratap Singh Versus State of Punjab and others 2007 (13) SCC

292. However, a contractual arrangement in favour of an employee would always be subject to right of the employer to resort to a method of regular appointment. It would also be open for the employer to dispense with the service of a contractual employee, if the work and conduct is found wanting. Furthermore, if there be no requirement or reduction of workload, it would again be open for the employer to disengage the contractual appointee.

The present petition is disposed of with the directions that the petitioner would not be displaced by another contractual employee on the post of Assistant Professor in the Department of Computer Engineering.

It is clarified that it would be open for the respondent Institute not to engage the present petitioner in the light of the eventualities that have been noticed and culled out in the order herein above.

It is made clear that the benefit of this order would enure to the petitioner only if no other contractual employee has already joined in pursuance to the notice at Annexure P-5 as of date.

Disposed of.

(TEJINDER SINGH DHINDSA)
JUDGE

09.08.2016
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Whether speaking/reasoned: Yes

Whether Reportable: No