

**Sr. No. 112  
IN THE HIGH COURT OF PUNJAB & HARYANA  
AT CHANDIGARH**

**CWP No.18106 of 2016 (O&M)**

**Date of Decision: 02.09.2016**

Yesh Pal

... Petitioner

Versus

State of Haryana and others

... Respondents

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

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

**TEJINDER SINGH DHINDSA, J. (ORAL)**

Petitioner raises a challenge to the methodology being adopted by the Government College, Jatauli Haily Mandi, District Gurgaon whereby contractual appointees are sought to be displaced by another similar arrangement.

Notice in the petition.

On the asking of the Court, Mr. Rajesh Gaur, Additional Advocate General, Haryana accepts notice on behalf of the State of Haryana. A copy of the petition has been furnished to learned State counsel.

In view of the order that I propose to pass, there would be no requirement of seeking a response to the petition on behalf of the State.

Placed on record at Annexure P-3 is a service agreement dated 30.09.2015 in terms of which the present petitioner was engaged as a Clerk purely on contractual basis for a period of one year. Petitioner is aggrieved of an advertisement issued by the Principal of respondent College at Annexure P-1 dated 20.08.2016 whereby walk in interview has been fixed for 16.09.2016 for entering into contractual engagement on the various posts including that of Clerk.

It has been contended that the present contractual engagement is to expire on 29.09.2016 and by virtue of the offending advertisement, the petitioner would be replaced by another contractual appointee and which is not permissible in law and in violation of the dictum of the Hon'ble Supreme Court of India in ***Hargurpratap Singh Vs. State of Punjab and others 2007 (13) SCC 292.***

Present petition is disposed of with the directions that the contractual engagement entered into with the petitioner in pursuance to the service agreement dated 30.09.2015 at Annexure P-3 would not be brought to an end by replacing him by another contractual appointee in pursuance to the advertisement dated 20.08.2016 at Annexure P-1. However, such direction would enure to the benefit of the petitioner subject to the following conditions:-

- i) It would always be open for the employer/respondent College to resort to the method of a regular appointment and to fill up the post in question.*
- ii) It would be open for the respondent College to dispense with and to bring to an end the contractual engagement entered into with the petitioner if his work and conduct is found wanting.*
- iii) Such contractual engagement with the petitioner can also be terminated in the eventuality of there being no workload.*
- iv) It would always be open for the respondent College to bring to an end the contractual engagement of the petitioner if he does not possess the qualifications for the post of Clerk.*

Petition disposed of.

**02.09.2016**

vandana

**(TEJINDER SINGH DHINDSA)  
JUDGE**

Whether speaking/reasoned  
Whether Reportable

Yes/No  
Yes/No