

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

**104**

**CWP No. 23201 of 2014 (O&M)  
Date of decision: 22.04.2016**

Pankaj Nayyar and another

....Petitioners

Versus

Life Insurance Corporation of India and others

.... Respondents

**CORAM: Hon'ble Mr. Justice P.B. Bajanthri**

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

Present: Mr. Narinder Sharma, Advocate for the petitioner.

**P.B. Bajanthri, J.**

In the instant writ petition, the petitioners have prayed as follows:-

a) Civil writ petition under Articles 226/227 of the Constitution of India for issuance of an appropriate writ, direction or order especially in the nature of prohibition restraining the respondents from terminating the services of the petitioners and similar situated persons members of the Association by taking recourse to unfair terms and conditions of engagement letter such as Clause 2 and 4 of the Engagement letter (Annexure P-4 and 5 dated 12.04.2010 and 26.03.2010).

b) and issuance of writ of mandamus directing the

respondents to allow the petitioners and similar situated persons members of the Association to work till superannuation or till their absorption in accordance with the statutory rules as employees of the respondent-LIC in accordance with mandate of this Court.

c) and issuance of writ of mandamus directing the respondents to pay minimum of the regular pay scale from the date of engagement in accordance with the mandate of this Court.

d) and issuance of an appropriate writ, direction or order especially in the nature of certiorari quashing the order dated 8.10.2014 passed by respondent No.3 (Annexure P-18).

2. On 4.12.2014 while ordering notice of motion it was ordered as follows. Extract of order dated 4.12.2014 is reproduced herein.

*“Learned counsel for the petitioners restricts his prayer to the terms/targets contained in Annexure P19 and P21. While Annexure P-19 fixes the annual reset of remuneration ranging from 5% to 10% depending upon percentage of variable pay earned by the Senior Marketing Executives as enumerated therein. Vide Annexure P-21 new business targets have been fixed for continuation of the contract of the petitioners.*

*Learned counsel submits that the targets fixed are virtually impossible of achievement and are an indirect means to relieve the petitioners before the expiry of their contract.*

*Notice of motion for 19.01.2015.”*

3. When things stood thus, the petitioners' contract appointment

which was renewed vide letter dated 23.05.2013 for a period of 3 years from 20.4.2013 expired on 19.4.2016. Accordingly, the respondents have terminated the contract service of the petitioner.

4. In view of these developments, the petition do not survive for consideration. However, this order will not come in the way of challenging the order dated 19.04.2016.

5. Accordingly, petition is disposed of.

**22.04.2016**

pooja saini

**( P.B.BAJANTHRI )**  
**JUDGE**