

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

1. **CWP No.6677 of 2013**
Date of Decision: 29.01.2016

Renu Bala and others **..... Petitioners**

Versus

State of Haryana and others **..... Respondents**

2. **CWP No.9884 of 2013**

Ranjana and another **..... Petitioners**

Versus

State of Haryana and others **..... Respondents**

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

Present: Mr. Rakesh Bakshi, Advocate
for the petitioners.

Ms. Shruti Jain Goyal, AAG, Haryana.

DEEPAK SIBAL J. (ORAL)

These two writ petitions being ***CWP No.6677 of 2013*** and ***CWP No.9884 of 2013***, involving similar questions of fact and law, were taken up for hearing together and are being disposed of by this common judgment.

On the strength of a contract entered into between the Government of Haryana and M/s NICT GF, the petitioners served as Computer Teachers in different schools, in the State of Haryana. Their services were provided through the contractor-M/s NICT GF. Neither their selection was made by the State Government nor any appointment order was issued to them by the State Government.

Through the present petitions, they have approached this Court for the issuance of writ of mandamus to direct the State to re-employ them as now through the impugned advertisement, the State proposes to engage computer teachers through another service provider.

The case of the petitioners is fully covered against them by a judgment of this Court in **CWP No.17815 of 2010** titled as “**Pardeep Kumar and others Vs. State of Haryana and others**” decided on 09.09.2015 wherein it has been held as under:-

“In my view, although the petitioners have rendered services in Government schools through contractors, they would have no justiciable right against the State Government. There was no term in the contract that in case, fresh appointments made by Government with another agency, the services of the petitioners would be continued through the succeeding contractor. In the absence of such a covenant, it would not be possible for this Court to impose the petitioners upon a subsequent contractor on the principle usually followed in service law that a contractual employee should not be replaced by a contractual employee or ad hoc employee except by a regular recruit. That principle can be invoked only when the relationship between the ad hoc-daily wage-part time employee is through direct service under the Government. The remedies before the civil courts will always remains open to the petitioners to avail.

For the foregoing reasons, the present writ petition being devoid of merit is dismissed.” (Emphasis supplied)

Leaving the petitioners to avail of their remedies, if so advised, under the Labour Laws/Civil Court, the present petitions stand dismissed.

So far as the claim with regard to the payment of dues is concerned, for claiming that relief too, the petitioners have adequate remedies under the Labour Laws.

A copy of this order be placed on the file of the other connected case.

(DEEPAK SIBAL)
JUDGE

29.01.2016

rittu