

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

**1. CWP No.6358 of 2014
Date of decision: 07.01.2016**

Ravinder Kumar and others

...Petitioners

versus

Dakshin Haryana Bijli Vitran Nigam and others

...Respondents

**2. COCP No.186 of 2015 in
CWP No.6358 of 2014
Date of decision: 07.01.2016**

Ravinder Kumar and others

...Petitioners

versus

Sh. Arun Verma, Managing Director and others

...Respondents

CORAM: HON'BLE MS. JUSTICE RITU BAHRI

**Present: Mr. Ram Niwas Sharma, Advocate,
for the petitioners.**

**Mr. P.S. Poonia, Advocate,
for the respondents.**

**Mr. Deepak Manchanda, Advocate,
for the respondents (in COCP No.186 of 2015)**

RITU BAHRI, J.

**By this common order CWP No.6358 of 2014 and COCP
No.186 of 2015 shall be disposed of together as common questions of law
and facts are involved in both the petitions.**

In CWP No.6358 of 2014, the petitioners are seeking a writ of

certiorari for quashing of the order dated 26.03.2014 (Annexure P-4), whereby it has been ordered to engage the petitioners through contractors by publishing tender against the sanctioned posts only.

In COCP No.186 of 2015, the petitioners are seeking initiation of contempt proceedings under Section 11 and 12 of the Contempt of Court Act, 1971, against the respondents for willful and deliberate disobedience of the interim order dated 02.04.2014 passed by this Court in CWP No.6358 of 2014.

Initially, the petitioners were engaged through contractors, who made deduction of EPF from their salary with assurance to deposit the same in their account. However, the contractors prepared fake EPF statements and no amount was deposited in their account. In this background, UHBVN had engaged the petitioners directly on DC rates at Jind. As such, they are working as LDC with the respondent-Nigam on DC rates since 01.04.2008. Vide letter dated 27.03.2014 (Annexure P-3), the Superintending Engineer (OP), Circle Jind-respondent No.3 requested the Chief Engineer/Operation to give extension in terms of engagement of various categories of the staff engaged on DC rates. On bifurcation of Jind District, the employees working in UHBVNL were shifted to DHBVNL. Thereafter, vide order/letter dated 26.03.2014 (Annexure P-4), the G.M. (Administration), DHBVN, Hisar has directed all the SEs to engage the petitioners through contractors by publishing tender in the press, against the sanctioned posts only.

The petitioners have sought quashing of the order dated 26.03.2014 (Annexure P-4) on the ground that they cannot be replaced by another contractual employees or daily wagers as held by a Division Bench of this Court in **Ashok Kumar and others Vs. State of Haryana and others,**

CWP No.5289 of 2007, decided on 24.01.2008 (Annexure P-7).

Upon notice, written statement on behalf of respondent Nos. 1 to 5 has been filed, wherein it has been stated that the issue of non-deposit of EPF, which was deducted from the salary of the petitioners, has been taken up with the office of respondent No.2 i.e. General Manager, Administration, Dakshin Haryana Bijli Vitran Nigam, Hisar, vide letter dated 07.08.2012 (Annexure R-1). The office of Additional Provident Fund Commissioner, Sector 17, Chandigarh, had been written in this regard vide memo dated 08.02.2013 (Annexure R-2). It was submitted that an appropriate action would be taken after receipt of decision by the competent authority. It was further submitted that no tender had been issued in response to the letter dated 26.03.2014 (Annexure P-4).

The first grievance of the petitioners does not require to be interfered with. However, as per the Division Bench judgment in **Ashok Kumar's** case (supra), the petitioners cannot be replaced by another set of contractual employees.

The second grievance of the petitioners is that they are working on DC rates since 01.04.2008 and as per Annexure P-4, they cannot be paid as per Haryana Government Outsourcing Policy.

The Haryana Government Outsourcing Policy is applicable in the entire State of Haryana for the purpose of giving payment to contractual employees. The claim of the petitioners that they should be paid on DC rates is not sustainable, as this policy is applicable to all the contractual employees of the State after 31.03.2014 as is evident from Annexure P-4. Hence, if any payment is made as per the aforesaid policy, the same will not amount to contempt of Court. However, it is directed that the petitioners shall continue

to work as contractual employees/workers till regular appointment is made against the said post(s).

Both the petitions i.e. CWP No.6358 of 2014 and COCP No.186 of 2015 are disposed of accordingly.

07.01.2016
ajp

(RITU BAHRI)
JUDGE