

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.6117 of 2016
Decided on : 01.04.2016

Gagandeep Singh

... Petitioner

Versus

State of Punjab & others

... Respondents

CORAM : HON'BLE MR.JUSTICE G.S. SANDHAWALIA

Present : Mr.R.P.Kansal, Advocate, for the petitioner.

G.S. Sandhawal, J. (Oral)

Petitioner challenges the order dated 27.08.2015 (Annexure P5) whereby his contractual services have been terminated from the post of Assistant Block Manager, by respondent No.3 on account of not performing his duties in proper manner and not abiding by the orders of the higher officers and violating the conditions of appointment. Petitioner's subsequent representation was also heard and rejected on 31.12.2015 (Annexure P7), which is also subject matter of challenge.

It is not disputed that the petitioner was appointed as Assistant Block Manager on contract basis under the Mid-Day Meal Cell at a consolidated remuneration, vide letter dated 16.09.2009 (Annexure P1). As per Clause 7, notice of 30 days was to be served from both sides for termination of the services. However, on the ground of misconduct, no notice was required. Clause 7 reads as under:

“7. Your services are liable for termination with a notice of thirty days or salary in lieu of thirty days' notice period on either side in case, notice is short of one month, either side would pay salary in lieu of that remaining period. However, on the ground of misconduct you services can be terminated without any notice.”

While passing the impugned order, it had been noticed that the petitioner was absent from his duties from 01.03.2015 and notice was issued to him on 07.04.2015, for joining duties but no reply was sent by him. Thereafter, notices were also issued on 26.06.2015 and 15.07.2015 (Annexure P3) for his omissions wherein reference was made to the non-feeding of the data on the web portal. The same was replied on 27.07.2015 (Annexure P4) that the petitioner could not come personally due to his illness. An opportunity of hearing was also afforded, thereafter on 13.08.2015 but the petitioner chose not to appear and resultantly, the impugned order was passed. Thereafter, as noticed above, the petitioner filed a representation which has also, now, been rejected on 31.12.2015.

Keeping in view the fact that the petitioner's appointment is purely contractual and that he is bound by the terms of the contract and the respondents have also issued various show cause notices to him, asking to explain his misconduct, to which, he has failed to, at the first instance, no fault, as such, can be found in the impugned order whereby his services have been dispensed with, as per the terms of the appointment letter.

In view of the above, there is no merit in the present writ petition and the same is dismissed in limine.

APRIL 1, 2016
sailesh

(G.S. SANDHAWALIA)
JUDGE