

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

Sr. No.115

CWP-9161-2016

Decided on : 11.05.2016

Neha Jain

..... Petitioner

VERSUS

State of Haryana and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK SIBAL

To be referred to Reporters or not?

Whether the judgment should be reported in the digest?

Present: Mr.Nonish Kumar, Advocate, for the petitioner.

DEEPAK SIBAL, J. (ORAL)

Through the present petition, the petitioner seeks quashing of order dated 26.04.2016, through which respondent No.4, a regularly appointed employee, has been posted in place of the petitioner, a contractual employee, to hold the post held by her after the term of her appointment has expired.

The relevant facts which require to be noticed for adjudicating upon the issue sought to be raised through the present petition are that through appointment letter dated 30.07.2014, the petitioner was appointed as an Instructor on DC rates/contract basis. As per the service agreement entered into between the petitioner and the respondents, her appointment was for a period of six months. On the expiry of the initial period of six months, her services were extended for a period of six months and then for another period of six months which is to come to an end on 30.06.2016.

Through the impugned order dated 26.04.2016, respondent No.4, who is a regularly selected and appointed Instructor, has been ordered to be posted against the post being held by the petitioner after her contractual term expires on 30.06.2016.

Learned counsel for the petitioner submits that the petitioner had been appointed on contract basis and could be replaced only by an employee who is appointed through a regular process of selection conducted in pursuance to an advertisement freshly issued.

I am not inclined to accept the argument raised by learned counsel for the petitioner.

Admittedly, the petitioner is an Instructor appointed on contractual basis while respondent No.4, is an Instructor who had been appointed by way of a regular process and who has through the impugned order been posted in place of the petitioner, after the expiry of her contractual term. Once a regular employee has been posted against the post being held by a contractual employee like the petitioner after the expiry of her term of appointment, she has to make way for him. No preferential treatment can be given to a contractual employee vis-a-vis a regularly selected and appointed employee. The petitioner being a contractual employee, has no right to cling on the post being manned by her when a regular employee has been posted against the same post especially when no terms of appointment of the petitioner have been disregarded by the respondents.

Dismissed.

11.05.2016
shamsher

[DEEPAK SIBAL]
JUDGE