

LPA No.1296 of 2014

-1-

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

LPA No.1296 of 2014

Date of Decision: 11.8.2016

Shamsher Singh

..Appellant

Vs.

State of Haryana and others

..Respondents.

**CORAM: HON'BLE MR.JUSTICE SURYA KANT
HON'BLE MR.JUSTICE SUDIP AHLUWALIA**

Present: Mr. Surinder Kumar Daaria, Advocate for the appellant.
Mr. Raman Gaur, Advocate for respondents No.2 to 5.
Mr.R.D.Sharma, DAG Haryana.

SURYA KANT, J.

The appellant was appointed as Manager of Gymkhana Club, HUDA, Sector 4 Extension, Rohtak. Some of the relevant terms and conditions of his appointment as contained in the letter dated 3.8.2009 (Annexure P-1) are to the following effect:

“1. You will be paid a consolidated salary of Rs.18000/- per month after deducting T.D.S. as per rules.

3. The working hours of Club are from 10 a.m to 11 p.m. and in addition to it you will be required to perform your duties as per instructions issued by the Vice President/General Secretary or the Executive Committee of the Club and you can also be called for duty as and when required. Further, you will be liable to serve in any branch of HUDA Gymkhana Club at Rohtak.

4. You will be the employee of the Club and it is no way related with HUDA. This employment will stand automatically terminated at end of term of three months. Further your service can be terminated at any time if your services are not found satisfactory. However, you will be required to serve 30 days notice or pay salary in lieu thereof if you intend to resign from the except on disciplinary grounds then management may terminated your services by giving 30 days notice or salary in lieu thereof.” (emphasis applied).

The appellant was given extension from time to time till the Competent Authority declined to grant further extension vide order dated 17.7.2014.

The aggrieved appellant approached this Court and learned Single Judge has dismissed his writ petition on the ground that Club being a registered Society does not fall within the ambit of 'State' and that the appellant's engagement was terminated as per the terms and conditions of his employment.

We have heard learned counsel for the parties and gone through the record.

Assuming that the Society, namely, Club is an extended hand of the 'State' or its actions can be judicially reviewed, yet we are of the considered view that no case to interfere with the order declining extension in employment is made out. The appellant was engaged on contract basis for a fixed term and it was clearly stipulated that extended term will come to an end automatically. Such an appointment

did not clothe the appellant with an indefeasible right to hold

assignment on regular basis or as a matter of right.

So far as reliance on the decision of this Court in ***CWP No.17747 of 2011 Karam Singh Vs. Haryana Urban Development Authority and others decided on 10.10.2014*** is concerned, it proceeds on the premise that Haryana Urban Development Authority being a 'Statutory Authority' which performs public duties, is amenable to the writ jurisdiction. There is not a whisper in the cited case that the Club run by a Society, even if it for the benefit of residents of HUDA sectors, is an integral part or wing of HUDA - as a statutory authority. There the employee served for 24 years and his services were terminated alleging a specific misconduct but without holding regular enquiry. The cited decision thus does not advance the case of appellants. However, if by inference or implication the said decision is taken to have held that service dispute of a contractual employee of private entity is adjudicable in writ proceedings, we respectfully disapprove such view of the single Bench.

Dismissed.

(SURYA KANT)
JUDGE

(SUDIP AHLUWALIA)
JUDGE

11.8.2016
Meenu

Whether speaking/reasoned - Yes/No

Whether Reportable - Yes/No