

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

LPA-1147-2016 (O&M)

Date of Decision: July 11, 2016

Baljinder Singh

.....Appellant

Versus

State of Punjab and others

.....Respondents

**CORAM: HON'BLE MR.JUSTICE SURYA KANT
HON'BLE MR. JUSTICE DARSHAN SINGH**

Present: Mr.Amar Vivek, Advocate
for the appellant.

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- 1. *Whether Reporters of local papers may be allowed to see the judgment ?***
- 2. *To be referred to the Reporters or not ?***
- 3. *Whether the judgment should be reported in the Digest?***

SURYA KANT, J.

This intra-Court appeal is directed against the order dated 25.05.2016, whereby learned Single Judge has dismissed the appellant's writ petition in which challenge was laid to the order dated 23.07.2012, whereby his contractual appointment was not extended from 01.04.2012 onwards for want of his satisfactory work and conduct. A further direction for regularisation of services along with other computer teachers has also been declined.

The appellant was appointed as a computer teacher on contract basis w.e.f. 01.04.2005 in the Education Department, Punjab. As per terms

and conditions of the appointment letter dated 13.03.2005, the appointment was for one year which could be further renewed from time to time on every 1st April for further one year. The appellant was granted extension on yearly basis. It is averred that his work and conduct remained satisfactory throughout.

The appellant became an active member of the Computer Teachers' Union due to which the authorities are said to have developed a grudge against him. He was transferred from Government Senior Secondary School, Bhucho Mandi, Bathinda, to Government Senior Secondary School, Kalalwala, District Bathinda. The District Education Officer, Bathinda, recommended strong action against the appellant on 14.07.2011 due to his union activities though soon thereafter his case was recommended for further extension of contract from 1st April, 2012.

The appellant has further averred that his work and conduct was good and so were the ACRs, yet his contract was not extended from 1st April, 2012 for *mala fide* reasons to deprive him the benefit of regularisation of services as on 1st April, 2011, in terms of the Government notification, dated 02.12.2010.

The official respondents contested the claim of the appellant and have pointed out that he is a habitual complainant who keeps on making false complaints against one or the other Principal, Teachers and other officials of the Education Department. He was not sincere towards his work and show

cause notice was issued to him on 14.11.2008 after noticing irregularities in the inspection done on 21.10.2008. Instead of improving his work and conduct, the appellant filed a false complaint against the ICT Coordinator, which on enquiry, was found to be false and frivolous. Second show cause notice was issued to him on 30.03.2010, followed by yet another notice on 27.04.2010. Meanwhile, he made false complaint(s) against Harvinder Kaur, Head Teacher of the school. The enquiries were conducted in those complaints and again his allegations were found to be false. Some observations made against the appellant in the ACR 2009-10 have also been pointed out to maintain that he cannot claim extension in service as a matter of right. His contract could not be renewed as his work and conduct was not satisfactory. Similarly, services of the appellant could not have been regularised as he was not in service on the cut-off date.

Learned Single Judge considered the entire matter and having found that the appellant is in the habit of making one after the another complaint and, thus, his conduct being not above board, has dismissed the writ petition.

The aggrieved appellant has preferred this appeal.

We have heard learned counsel for the appellant at a considerable length and gone through the record.

It is vehemently contended that since the appellant has given hundred per cent good results and none of his ACRs contain adverse

remarks, the respondents ought to have extended the contractual assignment followed by regularization of his services. It is further contended that since the foundation of the non-renewal of contract lies in a specific misconduct attributed to the appellant, this Court should lift the veil and find out as to whether there is any violation of principles of natural justice. Learned counsel for the appellant relies upon the decisions of Hon'ble Supreme Court in Anoop Jaiswal vs Union of India, 1984(2) SCC 369 and Rajender Kaur vs Punjab State, 1986 (4) SCC 141 as well as a judgment of Delhi High Court in All India Council For Technical Education and anr. Vs Rominder Randhawa and others, 2010 SCC online December 809.

Having given our thoughtful consideration to the submissions, we are satisfied that the order passed by learned Single Judge warrants no interference. It is undeniable that as per the Government instructions issued from time to time including dated 19.09.2011, the renewal of contract of a Computer Teacher was conditional subject to that (i) the work should be satisfactory; (ii) the Computer Teacher has not absented from duty; and (iii) there was no departmental enquiry pending.

In this view of the matter, the 'work' as well as the 'conduct' in the previous years has a direct bearing on the renewal of contract.

Suffice it would be to reproduce the following paragraph from the reference sent by the office of District Education Officer, Bathinda, to how the appellant has been behaving with his colleagues, Principals or other

authorities of the Education Department:-

“According to the letter it is informed regarding the above complainant Baljinder Singh that he joined the service on 1-4-2005 as Computer Faculty (on contract basis) G.S.S.S.Bucho Mandi (G) District Bathinda and at present is serving at G.H.S.Kalalwala District Bathinda. Till now this computer teacher has sent many complaints against his school heads and senior officials of the district. According to the District Education Officer, this employee is in the habit of making baseless complaints.”

The communication further reveals that the appellant has been targetting all those senior functionaries who ever dared to point out any deficiency in his day to day functioning. All such complaints made by him were found to be false. These complaints or the conclusion drawn on enquiry, have not been relied upon behind his back rather complete communication (Annexure R-3) was forwarded to the appellant wherein it was also mentioned that he is an undesirable element and needs to be weeded out.

It may be true that the work performance of the appellant was satisfactory. However, the expressions 'work' and 'conduct' are not synonymous. It is the 'conduct' of the appellant which compelled the Competent Authority to form a negative opinion to discontinue his contractual assignment. The plea that the appellant became an active member of the union to annoy the authorities, is totally an afterthought as most of the

show cause notices were issued before he is said to have become an active member of the Union. In the confidential reports also, the Headmaster of the school graded the appellant as 'D', which means 'average'. The earlier 'good' report given by the Principal of the Institute was not agreed to by the District Education Officer.

Taking into account the cumulative effect of the incidents noticed by the authorities, it cannot be said that the formation of opinion for not continuing contractual appointment of the appellant, is bereft of any merit or lacks material support.

The principles laid down in the cited decisions are well known. Irrespective of the nature of the appointment, namely, regular, on probation, or on temporary basis, if action is taken against the incumbent on the basis of a specific misconduct, the Court can unveil the truth and protect such incumbent if the punitive action is in violation of principles of natural justice, even if it is camouflaged as an innocuous order. That is the well settled proposition in law since the time of judgment rendered in **Parshotam Lal Dhingra v. Union of India**, [1958] S. C.R. 828 onwards.

However, that is not the case on facts here. There is no single instance of alleged misconduct which led to the foundation of the action against the appellant. It is the cumulative effect of series of incidents which prompted the Competent Authority to form an opinion that the appellant does not deserve extension of his contractual appointment. The cited decisions are

thus, distinguishable on facts and circumstances of the case in hand.

No case to interfere with the order under appeal is made out.

Dismissed.

**(SURYA KANT)
JUDGE**

July 11, 2016
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**(DARSHAN SINGH)
JUDGE**