

**HON'BLE SRI JUSTICE A.RAJASHEKER REDDY**

**WRIT PETITON No.25461 of 2017**

**ORDER:**

The petitioner is a Welfare Association of consortium of Contractors, represented by its President filed this writ petition assailing the action of the respondent-authorities in absorbing the personnel deployed by it in different cadres to work in electrical sub-stations including secretarial posts. By the proceedings impugned in this writ petition, the respondent-authorities sought to absorb the personnel who were deployed by the Contractors of the petitioner-Association.

2. The case of the petitioner is that its Contractors have been given contract works by the respondent-authorities to provide man power for manning and maintaining certain electrical sub-stations, and other offices, and they have deployed around 600 personnel, and they are operating 90% of the electrical sub-stations and carrying out the work. The Contractors of the petitioner-Association state that before engaging the personnel, they

only verify qualification of the candidates without reference to other eligibility, and though they are working in the respondent-Department, salaries are paid by them.

3. The grievance of the petitioner-Association is that by virtue of the absorption of the personnel deployed by the Contractors of the petitioner-Association, the Contractors are deprived of their source of business, which is violative of right to life guaranteed under the Constitution. The petitioner also assails the impugned action of the respondents on the ground of violation of principles of natural justice as no notices were given to the them, muchless affording opportunity of personal hearing in the matter before absorbing the personnel. Hence, this writ petition.

4. Sri Satyam Reddy, learned senior counsel appearing for the petitioner-Association contended that absorption of outsourcing personnel is unknown to service law and on account of absorption of the personnel deployed by the Contractors, that too without notice, is nothing short of

depriving them of their livelihood, besides violation of their fundamental right to life. Learned senior counsel further contended that outsourced personnel deployed by the Contractors are not workers of the respondent-Department and, therefore, any absorption giving a go-bye to the process of recruitment is illegal and against the spirit of Articles 14 and 16 of Constitution of India.

5. Sri G. Vidya Sagar, learned senior counsel appearing for respondents 2 to 4, on the other hand, submitted that petitioner-Association has no *locus-standi* to maintain the writ petition as no details of contracts entered into by the Contractors of petitioner-Association and the respondent-authorities are filed. It is also stated that the writ petition is liable to be rejected for non-joinder of necessary parties as the personnel who are absorbed into the respondent-Department are not made parties to this writ petition. Learned senior counsel further submitted that the employer has right to enter into settlement with the personnel working for it, under the provisions of Industrial

Disputes Act, and as such, the writ petition is liable to be dismissed, on all these counts, with exemplary costs.

6. It is seen that the petitioner-Association in this writ petition is concerned with the deprivation of its personnel deployed by it to the respondent-Department on account of their absorption into the service. The short point that arises for consideration is whether the respondent-authorities were required to give notice to the petitioner before proceeding to absorb the services of the personnel deployed by the Contractors. To verify the terms of the contract entered into with the respondent-authorities, no details of the contracts are filed. Even assuming that there are clauses, which contradicts the action of the respondents, it is amounts to violation of contractual obligation.

7. It is settled proposition of law that legally enforceable right also includes contractual right, but not personal right. There is no allegation of negligence of any public duty cast on the part of the respondents, except the action

of absorption of the personnel who are already in their service.

8. The writ petition cannot also be maintained for the reason, the affected parties are not made parties to the writ petition, for whose benefit the impugned orders are issued, and in case, eventually orders are passed in this writ petition, it would adversely affect their interest, in their absence, which is impermissible. If any violation of terms of the concluded contract between the parties, the petitioner-Association can take recourse to private law remedy.

9. It is further noticed that by the proceedings impugned in the writ petition, the interest of the petitioner-Association is not affected, and in case the action of absorption the personnel deployed them is contrary any terms of the contract, remedy is elsewhere and the petitioner-Association cannot seek relief in proceedings under Article 226 of the Constitution when no

enforceable rights muchless Constitutional rights of the petitioner-Association is shown to have been violated.

10. In view of the above, I do not see any valid reasons to entertain the writ petition and the same is accordingly dismissed. As a sequel to the dismissal of the writ petition, miscellaneous petitions, if any, pending shall stand closed.

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**A.RAJASHEKER REDDY,J**

Dated: 01-08-2017  
Nvl





