

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

231

**CWP-14886-2015 (O&M)
Date of decision:25.04.2017**

Parveen Kumar

....Petitioner

Versus

State of Haryana and others

.... Respondents

CORAM: Hon'ble Mr. Justice P.B. Bajanthri

Present: Mr.Narender Pal Bhardwaj, Advocate for the petitioner.

Mr. Hitesh Pandit, AAG, Haryana.

P.B. Bajanthri, J. (Oral)

In the present writ petition, the petitioner has questioned validity of the termination order dated 24.06.2015 (Annexure P8). The petitioner was appointed on contract basis pursuant to the order dated 05.10.2011 (Annexure P1). The petitioner was appointed and joined service on 17.05.2012 to the post of Subject Matter Specialist. Petitioner's appointment was for a period of one year extendable from time to time if the work is found satisfactory. Further following conditions have been imposed in the order of appointment, which reads as under:-

“1. Post of Subject Matter Specialist is purely on contractual basis for a period of one year. After expiry of the period your case will be reconsidered for further

extension on merit, if deemed necessary and if your work is found satisfactory.

2. Contract can be terminated unilaterally at any time without assigning any reason without giving any notice whatsoever.”

2. The employer has reserved his right to terminate the services of the contract appointee at any time without assigning any reason without giving any notice whatsoever. A very detailed order has been passed while terminating the petitioner's service on 24.06.2015 (Annexure P8). Feeling aggrieved by the order of termination present petition has been filed.

3. Learned counsel for the petitioner submitted reasons assigned in the order of termination is not with reference to any particular date or time. Thus, with the mala fide intention petitioner's services has been displaced. Therefore, the order of termination is arbitrary and illegal so also contrary to the conditions imposed in the order of appointment.

4. On the other hand, learned counsel for the respondents submitted that having regard to the conditions imposed in the order of appointment in particularly condition No. 1 and 2 cited (supra) the employer can displace the contract appointee without assigning any reason. Even if the dates and events are relating to allegations against the petitioner is not stated in the order of termination. It is suffice that the allegations are stated in the order of termination. That apart it was further contended that contract appointee has no right to continue in the post.

5. Heard learned counsel for the parties.

6. Perusal of the order of appointment and conditions it is crystal

clear that employer has retained the power of terminating the contract appointee. Since the petitioner was appointed initially on contract basis on 17.05.2012 for a period of one year. Subsequently it is for the appointing authority to satisfy himself for the purpose of extending the services. Perusal of order of termination, it is crystal clear that the employer is not satisfactory with the petitioner's work. Hence the order of termination has been passed. Consequently, no interference is called for in respect of Annexure P8 is concerned.

7. At this stage, learned counsel for the petitioner submitted that the petitioner has not been paid salary for the period from April 2014 to 24.06.2015 the date on which petitioner's services have been terminated. In this regard, petitioner is directed to make necessary application/representation before the competent authority. The competent authority is directed to consider and disburse the same in accordance with law.

8. With the above observation, petition stands dismissed.

25.04.2017

pooja saini

**(P.B.BAJANTHRI)
JUDGE**

Whether speaking/reasons

Yes/No

Whether Reportable:

Yes/No