

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CWP No.16150 of 2017(O&M)
Date of Decision: 27.09.2017

Rattanjit Singh

--Petitioner

Versus

State of Punjab and others

--Respondents

CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA.

Present:- Ms. Harpreet Kaur Rattan, Advocate for the petitioner.

TEJINDER SINGH DHINDSA.J

The instant writ petition has been filed assailing the order dated 8.7.2017 (Annexure P-5) and in terms of which the services of the petitioner, who had been engaged as Computer Operator (contractual basis) stand terminated. Further prayer is for directing the respondents to continue the petitioner on the post in question till such time it is not filled up by way of regular appointment.

Having heard counsel for the petitioner at length and having perused the pleadings on record, this Court is of the considered view that no basis for interference is warranted.

Apparently, petitioner was engaged on a contractual basis through the process of outsourcing and by one M/s Jain Associates. As per counsel, there was a contract entered into between M/s Jain Associates and Punjab Mandi Board and in pursuance thereto the present petitioner had been engaged as a Computer Operator. The contract with M/s Jain Associates having expired outsourcing work thereafter seems to have been assigned to another firm by the name of M/s A to Z Services.

The impugned order at Annexure P-5 has been issued by M/s A to Z Services which is a private service provider and who is not under any financial or administrative control of the State Govt.

There would be a serious issue with regard to maintainability of the writ petition.

Counsel would make an attempt to buttress her claim by submitting that even though the petitioner had been engaged through the process of outsourcing but if the veil was to be lifted it would be seen that the salary actually had been paid by the Punjab Mandi Board. Even if that be so, the right, if any, which would come to vest in the petitioner is that he could not have been replaced by another contractual arrangement. That is not the case made out. There are no averments in the petition and no material has been placed on record wherefrom this Court can infer that the services of the petitioner having been discontinued, Punjab Mandi Board has initiated any process of engaging other Computer Operators on contractual basis.

For the reasons recorded above, there is no merit in the instant petition and the same is, accordingly, dismissed.

(TEJINDER SINGH DHINDSA)
JUDGE

27.09.2017

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Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No