

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP-18764-2017 (O&M)

Date of Decision:-12.09.2017.

Uday Singh

.....Petitioner

Versus

Union of India and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE P.B. BAJANTHRI

Present: Mr. Parveen Bhardwaj, Advocate for the petitioner.

P.B. BAJANTHRI, J. (Oral)

In the instant writ petition, petitioner has challenged the validity of the advertisement (Annexure P-3) for the post of Male Warden. Further petitioner has sought for a direction to continue him on contract basis.

Contract appointee has no right to continue in service. Thus, there is no infirmity in the advertisement so as to interfere with the same. If the petitioner intends to participate in the process of advertisement (Annexure P-3), he is at liberty to participate. Supreme Court in the case of **Secretary, State of Karnataka and others Vs. Uma Devi and others (2006) 4 SCC 1** has held as under:-

“28. *In Director, Institute of Management Development, U.P. Vs. Pushpa Srivastava this Court held that since the appointment was on purely contractual and ad hoc basis on consolidated pay for a*

fixed period and terminable without notice, when the appointment came to an end by efflux of time, the appointee had no right to continue in the post and to claim regularization in service in the absence of any rule providing for regularization after the period of service. A limited relief of directing that the appointee be permitted on sympathetic consideration to be continued in service till the end of the concerned calendar year was issued. This Court noticed that when the appointment was purely on ad hoc and contractual basis for a limited period, on the expiry of the period, the right to remain in the post came to an end. This Court stated that the view they were taking was the only view possible and set aside the judgment of the High Court which had given relief to the appointee.

47. *When a person enters a temporary employment or gets engagement as a contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequences of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed in the post when an appointment to the post could be made only by following a proper procedure for selection and in concerned cases, in consultation with the Public Service Commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State has held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek a*

positive relief of being made permanent in the post.”

In view of the Supreme Court decision cited supra that contract appointee has no right to claim against the post, petitioner has not made out a case.

Petition stands dismissed.

(P.B. BAJANTHRI)
JUDGE

September 12, 2017.
sandeep

Whether speaking/reasoned:-

Yes / No

Whether Reportable:-

Yes / No.