

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

CWP No. 21667 of 2017
Date of decision: 06.11.2017

Varun Gupta

....Petitioner(s)

Versus

State of Haryana and others

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE G.S.SANDHAWALIA

Present: Mr. Sandeep Panwar, Advocate,
for the petitioner.

Mr. Harish Rathee, Sr. DAG, Haryana.

G.S.SANDHAWALIA, J. (Oral)

The petitioner seeks directions restraining the respondents to terminate the services of the petitioner and allow him to work on the post of Assistant till regular selected candidates are appointed and directions for release of salary from May, 2017 to August, 2017 alongwith 18% interest is also sought.

It is not disputed that the petitioner has been paid the salary till October, 2017 as per the instructions received by Mr. Rathee. The stand of the respondents is that the petitioner was appointed on contractual basis vide letter dated 08.05.2013 (Annexure P-3) in pursuance to the post advertised on a contract basis in the newspapers. The contract period was to end on 17.11.2014, which was extended upto 16.11.2017. The appointment was under The Special Cells for Women & Children as a programme of the State Departments of Home and Women and Child Development, Government of Haryana to work on the issue of Domestic Violence against Women and Child Marriage under Protection of Women and Domestic Violence Act, 2005 and Prohibition of Child Marriage Act, 2006. In similar circumstances, employees working as Clerks/Data Entry Operators had also

approached this Court on account of the fact that they were apprehending disengagement and the writ petition i.e. CWP No. 24044 of 2014 was disposed of on 03.10.2017 by noting as under:-

“Senior counsel has pointed out that extension has been granted up to 16.11.2017 for three years, by referring to the noting on behalf of the Principal Secretary to Government of Haryana, Finance Department.

Resultantly, keeping in view the fact that petitioners grievance has been redressed as their apprehension that they were being dis-engaged no longer exists.

*Accordingly, these petitions are disposed of as per the terms and conditions of the contract inter se the parties subject to the availability of the work and the requirement of the petitioners by the respondents. It will also open to the respondents to dispense with service of the petitioners in case their work is not found satisfactory, as per clause 7. However, the petitioners will not be replaced by a similar set of contractual employees, keeping in view the observations of the Apex Court in **Hargurpartap Singh Vs. State of Punjab & Ors., 2007(3) SCC 292.***

The writ petitions are disposed of with the above said observations.”

Keeping in view the above, the present writ petition is also disposed of in the same terms.

06.11.2017
shivani

(G.S. SANDHAWALIA)
JUDGE

Whether reasoned/speaking

Yes/No

Whether reportable

Yes/No