

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

CWP No.5123 of 2016 (O&M)

Date of Decision:26.07.2017

Wing Commander Satbeer Singh

... Petitioner

Vs.

Union of India and others

... Respondents

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

Present : Mr. K.S. Kahlon, Advocate for the petitioner.

Mr. Vivek Singla, Advocate for the respondents.

P.B. BAJANTHRI J. (Oral)

In the instant petition, petitioner has questioned the show cause notice dated 15.10.2015 and order of termination/cessation of agreement dated 2.3.2016 (Annexure P-3 (colly)).

Petitioner was appointed on contract basis for the post of Officer In-charge (for short "OIC") OIC ECHS Poly Clinic, Air Force Station, Sirsa under the scheme granted by the respondents. Petitioner while working as OIC ECHS Poly Clinic, it was renewed from 9.3.2015 to 8.3.2016. In the meanwhile, respondents have noticed, certain shortcoming in the petitioner's duty which reads as under:

“(a) You have failed to adhere to the directions of the AOC, 45 Wing for making the Attendance Register available at common place to enable all ECHS staff to mark their attendance. The directions were issued in light of the representation by one of the staff indicating intimidating behaviour on your part. You have continued to defy the orders in writing and in practice.

(b) You involved yourself in scuffle with Wg Cdr Siva Prasad, OIC ECHS on 28 May 15, in the public within the campus of Air Force Station Sirsa, Medico legal entry and Complaint in the Police Station refers.

(c) You absented on duty on 12 Feb 16, 24 Feb 16 and 25 Feb 16 without the approval of competent authority.

(d) You have not been able to ensure a healthy working environment at the ECHS Polyclinic displaying lack of gender sensitivity.”

In view of the aforesaid allegations, respondents issued notice on 15.10.2015. After receipt of the petitioner's reply, respondents proceeded to issue communication relating to cessation of contract agreement w.e.f. 8.3.2016 the date on which petitioner's contract would be closed. Even if there is any infirmity in the communication dated 2.3.2016 relating to allegations stated (supra), petitioner has no right to continuity beyond 9.3.2016 for the reasons that renewed contract appointment is for the period from 9.3.2015 to 08.03.2016. Thus, there is no infirmity in the communication dated 2.3.2016 so also show cause notice.

Learned counsel for the petitioner submitted that based on the show cause notice dated 15.10.2015 read with communication dated 2.3.2016 relating to cessation of contract agreement, petitioner's services have not been renewed since respondents have time to time renewed the petitioner's contract appointment.

When the petitioner is aware of the communication dated 2.3.2016 relating to cessation of contract agreement which would be w.e.f. 9.3.2016, it was bounden duty of the petitioner to make necessary application for the purpose of re-engaging his services on contract basis from March 2016 to March 2017. In this regard, petitioner has not made any application. Unless and until, there is a demand before the competent authority for the purpose of appointing him on contract basis after 9.3.2016, petitioner is not entitled for renewing of contract appointment or fresh

contract appointment.

In view of these facts and circumstances, petitioner has not made out any case so as to interfere with show cause notice dated 15.10.2015 and order of termination/cessation of agreement dated 2.3.2016 (Annexure P-3 (colly)).

Accordingly, petition stands dismissed.

26.07.2017
rajeev

(P.B. Bajanthri)
Judge

Whether speaking/reasoned **Yes/No**

Whether reportable **Yes/No**