

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

-.-

**C.W.P No. 6141 of 2015
Date of decision: 14.09.2017**

Partap Chand

...Petitioner

Vs.

Union Territory, Chandigarh & Ors.

...Respondents

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

Present: Mr. Aman Chaudhary, Advocate, for the petitioner.

Ms. Deepali Puri, Advocate, for the respondents.

G.S.SANDHAWALIA, J. (Oral).

Challenge in the present writ petition under Article 226 is that the petitioner was holding a charge of Organizing Secretary, which was taken from him on 24.11.2014 (Annexure P/4). The challenge is also made to subsequent advertisement dated 19.03.2015 (Annexure P/8) whereby the same post was re-advertised on enhanced consolidated salary from Rs.15,000 to Rs.25,000/-.

The counsel for the petitioner has vehemently argued that as per the advertisement (Annexure P/1) the appointment should have been for one year and therefore, dispensing with the services of the petitioner prior to the period stipulated is not justified and his case was put up for extension and reference is made to the noting portions which have been appended as Annexure P/7(Colly).

On the other hand, counsel for the respondent has submitted that there was a complaint regarding misbehaviour of the petitioner and inquiry was marked in which the petitioner had not co-operated and, therefore, the term was never extended as such.

A perusal of the appointment letter dated 13.08.2014 (Annexure P/2) shows that appointment was only for a period of three months, which was subject to extension on the basis of his performance and not against any regular sanctioned post. The relevant portion reads as under:-

“You are hereby offered contract for the post of Organising Secretary at ICCW, Bal Bhawan, Sector 23-B, Chandigarh for the period of three months with date of your joining on the following terms and conditions:-

- 1. The assignment is purely on contractual basis for a period of three months from the date of joining. The next period will be extended on the basis of your performance. It is not against any regular sanctioned post.*
- 2. You will be paid consolidated salary of Rs.15,000/- per month.”*

The petitioner is, thus, bound by terms of the appointment as such and cannot fall back on the terms of advertisement, even though the advertisement was for a period of one year. Having accepted the offer of appointment at that stage and in view of the fact that at the end of the tenure charge has been taken from him, no such case is made out for quashing the said order. The respondents have also justified as such for various reasons, during this short period of three months also that there was some complaint on the basis of which inquiry was also marked. Needless to say that once the contract itself was for a specified period, there is no such legal right for extension, by the petitioner who was a contractual employee to enforce the

period of employment beyond the term of contract.

Resultantly, the present petition is dismissed.

September 14, 2017
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(G.S. SANDHAWALIA)
JUDGE

Whether speaking/reasoned : Yes/No

Whether Reportable : Yes/No