

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

**CWP No. 3117 of 2017
Date of Decision: 17.02.2017**

Navdeep Singh

...Petitioner

Versus

State of Punjab & Others

...Respondents

CORAM: HON'BLE MS. JUSTICE JAISHREE THAKUR

Present:- Mr. Kapil Kakkar, Advocate
for the petitioner.

JAISHREE THAKUR, J.

The petitioner herein was appointed as a Computer Teacher on a consolidate salary of Rs. 7,000/- per month. The contract was for a period of three years to be renewed thereafter on the basis of the performance and attainment. After his appointment as Computer Teacher faculty in Government High School, Ghugiana, the petitioner was transferred to Government Senior Secondary School, Bundala, District Amritsar. Thereafter, in the year 2010, vide order dated 24.06.2010 on account of mutual transfer with one Mr. Vikramjeet Singh, the petitioner was transferred to Government High School, Kakkar, District Amritsar and he was relieved from Government Senior Secondary School, Bundala, District Amritsar. On receipt of the transfer order, the petitioner approached the Government School at Kakkar, however, he was not permitted to join by the Head Master on the ground that there was no vacant post of the Computer Faculty in the school. The petitioner approached the Department on several occasions waiting for posting orders to be issued, however, no such orders were issued by the respondents. A legal notice was served upon the

respondents asking for posting orders to be issued. However, since no action was taken thereon, the petitioner has preferred this instant writ petition.

I have heard learned counsel for the petitioner.

Admittedly, the petitioner was offered a post on contract basis by the Punjab ICT Education Society. The contract was for a period of three years commencing from 31.12.2006. The petitioner was relieved from Bundala and he was to join at Kakkar. However, the Head Master did not allow him to do so. Since July, 2010, the petitioner had represented on several occasions asking for posting orders which were not issued. The petitioner has approached this Court after a delay of almost 6.5 years and the explanation given that he had sent several letters to the Department concerned would not be sufficient ground to condone the delay. In ***Shankara Co-operative Housing Society Limited vs. M. Prabhakar and others, 2011 (5) SCC 607***, it is has been held as under:

“It is now well settled that a person who seeks the intervention of the High Court under Article 226 should give a satisfactory explanation of his failure to assert his claim at an earlier date. The excuse for procrastination should find a place in the petition filed before the Court and the facts relied upon by him should be set out clearly in the body of the petition. An excuse that he was agitating his claims before authorities by making repeated representations would not be satisfactory explanation for condoning the inordinate delay in approaching the Court. If a litigant runs after a remedy not provided in the Statute or the statutory rules, it cannot be a satisfactory explanation for condoning the delay in approaching the Court.” (emphasis supplied).

This Court is of the opinion that a person cannot be allowed to sit on the fence for such a long period. Any relief sought has to be sought within a reasonable time and at the earliest opportunity. The petitioner has not been able to explain as to why he was a fence sitter.

Moreover, it is to be noted that the services of the petitioner were on contract basis for a period of three years as per the terms of the contract which are binding upon the parties, condition No. 4 specifies as under:

“4. Your services shall come to an end on the expiry of aforesaid contract period unless extended further by the competent authority. No right to hold the post shall be conferred upon you on account of your continuance on the post without any extension by the competent authority and you can be relieved of your duties at any time thereafter, without giving any prior notice.”

A reading of the said condition would clearly indicate that services under the contract would come to an end until extended further by the competent authority. In the instant case, the right of the petitioner would only arise in case he had been able to show the Court that he was still under the contract entered into between the parties on 21.12.2006. The argument that has been raised that to date, there is no termination of the contract is not sustainable on account of the fact that the period under the contract has expired as specified in condition No. 4. The petitioner would have a grouse only if during the subsistence of the contract period his services have been terminated without issuance of any show cause notice. Here, there is no express extension of the contract period. Therefore, there would be no need to terminate the services of the petitioner as contended by the counsel for

the petitioner.

In view of above, the writ petition is dismissed being devoid of any merit. No order as to costs.

February 17, 2017
Ansari

(JAISHREE THAKUR)
JUDGE

Whether speaking/reasoned
Whether reportable

Yes/No
Yes/No