

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

Date of decision: 17.02.2017

CWP No.439 of 2017

Renu Bala

...Petitioner

Vs.

Union of India & others

...Respondents

CORAM: HON'BLE MR. JUSTICE RAJIV NARAIN RAINA

Present: For the petitioner(s):

Mr. Ramneek Vasudeva, Advocate;

Mr. Pardeep Sharma, Advocate

For the respondents:

Mr. Vivek Singla, Advocate,

Mr. Udit Garg, Advocate,

Mr. Navdeep, Advocate, for
Mr. Ashok Kumar Arora, Advocate,

Ms. Sheenu Sura, Advocate,

RAJIV NARAIN RAINA, J. (ORAL)

This order will dispose of the abovementioned writ petition as well as other connected writ petitions* tabulated at the foot of the order, as common questions of law and fact are involved in them, which can conveniently be decided by a common order.

Heard the respective counsel on the short point involved in this bunch of cases.

The respondents are unable to find their way to distinguish the Division Bench judgment of this Court rendered in LPA No.1691 of 2015 (O&M) titled 'Union of India & others Vs. Paramjit Kaur' & other

connected appeals, delivered on 19.12.2016 after noticing a large many judgments and deciding the issue on the debate which took place on the letter dated 11.10.2013, which had restricted the employees as had completed 5 years of contractual employment, for consideration for continuation in the same Polyclinics.

The ruling is that the employees would have a right to continue till their contractual tenures, subject to good performance and existence of work, year-wise by extending the contracts of service. This Court has held the letter dated 11.10.2013 as *non est*. The letter could be treated only as an internal instruction conveyed to the employer which could have no bearing on the rights of the contractual employees in whose cases there was an explicit agreement for renewal of contracts annually subject of course, to certain specified contingencies till they attain the maximum permissible age limit.

The Division Bench held that the internal communication from the Central Organization ECHS could by no means adversely affect the rights of the contractual employees flowing out of the specific agreement to which they were parties. The Bench found that undisputedly, the agreement had not been altered or amended at any time before taking the decision not to renew their services at the end of each span of 12 months. The Bench noticed that the aforesaid letter dated 11.10.2013 had itself been subsequently withdrawn by the Central Organization ECHS, by its subsequent letter dated 18.09.2014, which incidentally was issued during the pendency of some of the writ petitions. The Bench directed that, to that extent the decision for not re-engaging the contractual employees/writ petitioners, who had already put in five years of service or more, held no force whatsoever, even assuming that it might have carried any sanctity at

any earlier stage. The Division Bench agreed with the Single Judge in distinguishing the ratio of cases cited by the Union of India, which have been noticed in the judgment and need no reiteration only to add heft to this order.

Therefore, these petitions are allowed in the same terms of *Paramjit Kaur’s* case. The respondents are directed to continue with the services of the petitioner(s) even in those cases where they have been disengaged. Consequently, they would be re-engaged forthwith.

In view of the legal position, explained as above and the issue being no longer *res integra* the respondents are thus restrained from issuing fresh advertisement(s) to fill posts on contractual basis in similar fashion only to generate unnecessary litigation.

17.02.2017
Vimal

[RAJIV NARAIN RAINA]
JUDGE

Whether speaking/reasoned: Yes
Whether Reportable: No

Sr. No.	Case No.	Parties Name
1.	CWP No.18090 of 2014	Sarbjit Kumar Vs. Union of India & others
2.	CWP No.8691 of 2016	Dr. Pooja Bhagat Vs. Union of India & others
3.	CWP No.21508 of 2016	Amanbir Kaur Vs. Union of India & others
4.	CWP No.486 of 2017	Dr. Mehak Nayyar Vs. Union of India & others

[RAJIV NARAIN RAINA]
JUDGE