

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

**C.R. No.434 of 2018
Date of Decision:17.02.2018**

Gaurav Kumar Aggarwal

.....Petitioner

Vs.

Bureau of Pharma Public Sector UndertakingRespondent

CORAM:- HON'BLE MR. JUSTICE RAMENDRA JAIN

Present:- Mr. Ajay Bhardwaj, Advocate for the petitioner.

RAMENDRA JAIN, J. (Oral)

Through the instant revision petition filed under Article 227 of the Constitution of India, challenge has been laid to the judgment dated 22.09.2017 affirming order dated 31.07.2017 of the trial Court, whereby his application under Order 39 Rules 1 and 2 read with Section 151 was dismissed.

In nutshell, petitioner was appointed on contractual basis vide appointment letter dated 14.02.2014 (Annexure P.2) with the following terms and conditions:-

“(x) Your contractual appointment will not confer any right or entitlement for claiming absorption against any regular vacancy in the Bureau.

XX

XX

XX

XX

(xii) The contractual appointment will automatically come to an end on the expiry of the contractual period and no notice pay or retrenchment compensation will be payable to you. The contract may be renewed on yearly basis based on your satisfactory performance and the need of the organization.

However, during the contract period in case your performance

is not found satisfactory or for any other reason, your contract can be terminated without assigning any reason by giving 15 days notice or 15 days remuneration in lieu thereof. Similarly, if you wish to leave this Bureau before the end of the contractual period, you will be required to give a notice of 15 days.”

The contractual terms of the petitioner was extended thrice, but thereafter, was not renewed. Consequently, the petitioner was relieved vide letter dated 15.02.2017 (Annexure P.4).

The petitioner laid challenge to the said action of the respondent for non-renewal of his contractual appointment in civil suit alongwith an application under Order 39 Rules 1 and 2 read with Section 151 CPC for restraining the respondents from giving effect to the proposed termination letter dated 15.02.2017 (Annexure P.4).

The trial Court after hearing both the sides dismissed the application under Order 39 Rules 1 and 2 CPC of the petitioner vide order dated 31.07.2017 (Annexure P.7).

Being aggrieved, the petitioner approached the First Appellate Court, but remained unsuccessful as his appeal too was dismissed vide judgment dated 22.09.2017 (Annexure P.9).

Learned counsel for the petitioner contends that both the Courts below have erred in dismissing the application of the petitioner under Order 39 Rules 1 and 2 read with Section 151 CPC and not restraining the respondents from giving effect to the proposed termination letter dated 15.02.2017 issued by the respondents. The service of the petitioner has

been terminated illegally by the respondent, because he could not have been replaced by appointment of any other employee in his place.

Having given considerable thought to the submissions made by learned counsel for the petitioner, I find the instant appeal completely devoid of any merit for the simple reason that appointment of the petitioner was purely on contractual basis to be renewed on yearly basis at the discretion of the respondent.

It is not that some other person has to be appointed in place of the petitioner, rather he has been simply relieved vide Annexure P.4. The petitioner has no legal right to force the respondent to renew his contract.

It is pertinent to mention that at the time of appointment of the petitioner, he was not given any right to remain on the post on which he was appointed or that he had kept reserved his right to continue in the service of the respondent.

According to the terms and conditions of the employment of the petitioner, respondent- defendant was/is under no obligation to continue the service of the petitioner or to give any reasons for not extending his contractual appointment.

I have gone through the judgments of both the Courts below and find no illegality or perversity in the same.

The civil revision is accordingly dismissed.

February 17, 2018
renu

(RAMENDRA JAIN)
JUDGE

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No