

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

- (1)

CWP No. 16274 of 2014 (O&M)
Date of decision: 28.08.2018

Kranti Deepak Singh

...Petitioner(s)

Versus

State of Punjab and another

...Respondent(s)
- (2)

CWP No. 16314 of 2014 (O&M)
Date of decision: 28.08.2018

Baljinder Singh

...Petitioner(s)

Versus

State of Punjab and another

...Respondent(s)
- (3)

CWP No. 17358 of 2014 (O&M)
Date of decision: 28.08.2018

Shiv Raj Singh

...Petitioner(s)

Versus

State of Punjab and another

...Respondent(s)
- (4)

CWP No. 18016 of 2014 (O&M)
Date of decision: 28.08.2018

Paramjeet Kaur

...Petitioner(s)

Versus

State of Punjab and others

...Respondent(s)

CORAM: HON'BLE MR.JUSTICE JITENDRA CHAUHAN

Present: Mr. Vivek Sharma, Advocate for the petitioner(s)
in CWP-16274, 16314, 17358-2014

Mr. P.P.S. Brar, Advocate for the petitioner(s)
in CWP-18016-2014.

Ms. Kanica Sachdeva, AAG, Punjab.

Jitendra Chauhan, J. (Oral)

The aforementioned four petitions are being decided by way of common order, as common questions of law and facts are involved in the matters. However, the facts are being derived from CWP-16274-2014 in order to avoid repetition.

The services of the petitioners, who were initially appointed as Senior Treatment Supervisor on 23.08.2002 (Annexure P-4) on contract basis, were terminated after about twelve years on 25.07.2014. It is contended that though the petitioners had been working on contract basis, however, as per terms and conditions of contract dated 14.03.2014 (Annexure P-5), the services were to be terminated by giving one month's prior notice or by payment of one month's advance salary, which has not been done by the respondents.

On the other hand, learned State counsel admits the factual aspect of the matter, however, she states that contract was executed and extended on year-to-year basis and the last extension was upto 31.03.2015. As the petitioner was found to be not possessing the essential qualification, therefore, no notice is required to be served upon him prior to termination of his services.

Heard.

Indisputably, the petitioners were appointed as Senior Treatment Supervisor on contract basis vide contract dated 14.03.2014 (Annexure P-5). As per the terms and conditions of the contract (Annexure P-5), the duration of the contract was upto 31.03.2015. The petitioner was to remain on probation for the first three months of the contract. Further, condition No.9 of the said contract stipulates that the same can be terminated by either side with one month's notice or in lieu of it, by paying one month's remuneration. However, the services of the petitioner were terminated after about 12 years, without serving any prior notice or in lieu thereof, by paying one month's salary. The only ground for termination of services of the petitioner has been stated to be non-possessioning of the essential qualifications.

As per record, the petitioner successfully cleared the probation period and continuously served with the respondent-Department for about 12 years. There is no misrepresentation on the part of the petitioner. No cogent reason has been given except that the petitioner was not found to be possessing the essential qualifications and has been thrown out of the job without any notice which is not justifiable as at the time of his induction, he possessed the requisite qualification and served the respondents for long 12 years. In **Sarabjeet Kaur Dhaliwal** Vs. **Punjab Agricultural University**, 2003(4) SCT P&H (DB), it was held as under:-

“24. The position, therefore, is that the petitioner has been working continuously in the respondent University w.e.f 10.9.1998 till the audit raised an objection in March 2001 and her services

were terminated on 12.6.2001 The continuation of the petitioner as Assistant Economist from the date of her initial appointment with effect from 10.9.1998 till the termination of her services vide order dated 12.6.2001 is by itself a sufficient experience and therefore, even if she lacked the prescribed qualifications the experience gained would be sufficient for her continuation. This is particularly so when it is not shown that there has been an infraction or violation of any rules or regulations governing the service conditions of the petitioner or for appointment and regularisation for the post of Assistant Economist. Therefore, it was not proper on the part of the respondent University to terminate the service of the petitioner and that too without holding any departmental inquiry. The petitioner was not liable to be removed except after an inquiry held in accordance with the statutory rules governing the conditions of her service. The services of the petitioner were not liable to be terminated by an order after merely issuing a show cause notice and particularly when she is a regular employee of the respondent University.

For the foregoing reasons this writ petition is allowed. The order dated 12.6.2001 (Annexure P-9) terminating the service of the petitioner and the order dated 12.6.2001 (Annexure P-7) relieving the petitioner from service are quashed and the petitioner shall be entitled to continue in service with all consequential benefits. There shall however be no order as to costs.

Petition allowed.”

In view of the above, impugned order dated 25.07.2014 (Annexure P-6) is declared to be bad in law and therefore, stands quashed.

Accordingly, the present petitions are allowed. The impugned order dated 25.07.2014 (Annexure P-6) is set aside.

However, the respondents shall be at liberty to proceed against the petitioner(s), if so advised, as per contract (Annexure P-5).

A photocopy of this judgment be placed in the files of the connected cases.

28.08.2018

(JITENDRA CHAUHAN)
JUDGE

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Whether speaking/reasoned :	Yes	No
Whether Reportable :	Yes	No