

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

**CWP-19360-2016**

**Date of decision: 20.11.2018**

**Amit Kumar**

**...Petitioner**

**Versus**

**State of Haryana and others**

**...Respondents**

**CORAM:HON'BLE MS. JUSTICE RITU BAHRI**

Present: Mr. Vivek Goyal, Advocate for the petitioner.

Mr. Harish Rathee, Sr. DAG, Haryana.

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**Ritu Bahri, J. (Oral).**

The petitioner is seeking direction to the respondents not to replace him with another adhoc/temporary employee.

The respondents in the written statement have stated that the petitioner was appointed as driver on contract basis at DC rates in terms of the Haryana Govt. outsourcing policy Part-II dated 16.02.2009 (Annexure R-1) in the office of respondent No. 4 i.e. Superintending Engineer Workshop Circle I.B. The Mall Karnal District Karnal. He started to work from 23.10.2013 and was granted extension till 30.09.2014. Thereafter again he was engaged as Driver in Irrigation Department Haryana on contract basis at DC rates in terms of the Haryana Govt. outsourcing policy Part-II dated 16.02.2009 (Annexure R-1) in the office of respondent No. 4 i.e. Superintending Engineer Workshop Circle I.B. The Mall Karnal District Karnal from 20.02.2015 to 28.02.2015 and the contract of the petitioner was renewed upto 03.12.2015. The case of the respondents is that the petitioner has left the job without informing respondent No. 4 on 30.10.2015.

Thereafter, again he was engaged to work in the office of respondent No. 3 from 01.11.2015 to 28.01.2016 and the contract of the petitioner was further renewed from 29.01.2016 to 31.03.2016 and 01.04.2016 to 28.06.2016. The petitioner worked from 29.06.2016 upto 22.08.2016 and thereafter he left the job without informing the department/respondent No. 3 and 3A. He was replaced by another driver i.e. respondent No. 5 by the service provider M/s. Tushar Construction Co. After 22.08.2016, the petitioner had never worked with respondent department. Later on the respondent No. 5 has also left the job and was replaced by another driver by the said service provider.

In the facts of the present case, after 22.08.2016 the petitioner filed the present writ petition on 15.09.2016 i.e. within 30 days seeking direction that he should not be replaced by another contractual employee. It is not the case of the respondents that his work was not upto the satisfaction of the Department as it is evident from the certificate issued by the Department which is a part of Annexure P-1 at page 27 of the writ petition stating therein that the petitioner was sincere, honest and hardworking. The only stand taken is that he did not report for duty after 22.08.2016. This stand is liable to be rejected keeping in view that without delay, the petitioner has approached this Court. Moreover, the written statement in the present case was filed on 25.03.2017 and on that date, respondent No. 5 had left the job and had been replaced by another driver. So the work was already existing on that date. The respondents should have adjusted the petitioner once he has approached the Court being a contractual employee as he has worked upto their satisfaction.

Hence, writ petition is being allowed and direction is given to respondents No. 1 to 4 to appoint him on contractual basis through the

service provider keeping in view his work and conduct was good in the past and pass appropriate order in accordance with law within a period of two weeks from the date of receipt of certified copy of this order.

20.11.2018  
Divyanshi

(RITU BAHRI)  
JUDGE

|                           |   |        |
|---------------------------|---|--------|
| Whether speaking/reasoned | : | Yes/No |
| Whether reportable        | : | Yes/No |