

**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH.**

CWP No.26222 of 2018

Date of Decision:-11.10.2018

Sunil.

.....Petitioner.

Versus

State of Punjab & Ors.

.....Respondents.

CORAM:- HON'BLE MR. JUSTICE JASWANT SINGH

Present:- Mr. Ankit Kharbanda, Advocate for the Petitioner.

JASWANT SINGH, J.(ORAL)

Petitioner is stated to have been engaged on contract basis at a consolidated salary as *Safai Sewak* by the Municipal Corporation, Amritsar w.e.f 03.03.2011 for a period till 02.07.2011 vide an agreement Annexure P-1.

It is stated that at the expiry of the term of the previous contract, he was permitted to carry on for 06 months based on entering into fresh agreement and finally his services were dispensed with due to non renewal of the Contract/Agreement w.e.f. 16.05.2015.

Now after a period of more than three years, petitioner is claiming a Mandamus for directing the Municipal Corporation, Amritsar to permit him to continue to work alongside his co-workers whose contracts were renewed.

After hearing counsel for the petitioner, no case for invoking

writ jurisdiction under Article 226 of the Constitution is made out.

The petitioner was engaged purely on contract basis for fixed periods in terms of agreement executed between the parties. His services were dispensed with on account of non renewal of the agreement. The petitioner had absolutely no right to hold post and whatever limited rights he had, emanated from the terms of the contract. Concededly even a civil suit for seeking such a relief would be barred by law of limitation.

Dismissed.

(JASWANT SINGH)
JUDGE

October 11, 2018
Vinay

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>