

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

CWP No.29655 of 2018

Date of Decision:-28.11.2018

Anmol Garg & Anr.

.....Petitioners.

Versus

State of Punjab & Ors.

.....Respondents.

CORAM:- HON'BLE MR. JUSTICE JASWANT SINGH

Present:- Mr. A.S. Walia, Advocate for the Petitioners.

JASWANT SINGH, J.(ORAL)

Petitioner no.1 joined as E-District Coordinator on Contract basis on 27.04.2016, whereas petitioner no.2 joined as such on 09.11.2015 at Fatehgarh Sahib. Both the engagements concededly were through an outsourcing agency M/s Punj Securities Pvt. Limited for working under different projects undertaken by the society i.e. Punjab State E-Governance Society.

Both the petitioners are continuing, however, are aggrieved with the issuance of a recruitment notice dated 13.10.2018 (**P-8**), whereby it has category of posts including District E-Governance Coordinators are sought to be filled up on contract basis for a period of two years. Petitioners apprehending their replacement have laid challenge to the recruitment notice on the ground that they cannot be replaced by another set of contractual employees.

After hearing learned Counsel for the petitioners no case for invoking writ jurisdiction is made out.

Firstly, the petitioners is an employee of outsourcing agency with a licence. There is no privity of contract between the petitioners and employer and governance society. *Secondly*, it is time and again held that a contractual employee has no right to hold the post and his services can be dispensed with in terms and conditions of the contract. Hon'ble Supreme Court in a recent judgment reported as **Yogesh Mahajan Vs. Prof. R.C. Deka** 2018(3) SCC 218 has reiterated the settled law that no contractual employee has a right to have his/her contract renewed from time to time. *Lastly*, even the nature of contractual engagement would change after the completion of the selection process pursuant to the aforesaid recruitment notice in as much as contract employees would be contractually engaged by the employer.

In view of the above, finding no merit in the present writ petition, the same is hereby dismissed.

(JASWANT SINGH)
JUDGE

November 28, 2018
Vinay

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