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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 9/2018**

SARVESH SECURITY SERVICES PVT. LTD. Petitioners

Through: Mr Raiv K. Nanda, Ms Aastha Jain
and Ms Sneha Singh, Advocates.

versus

MEDICAL SUPERINTENDENT, SATYAWADI

RAJA HARISH CHANDER HOSPITAL Respondent

Through: Mr Anuj Aggarwal, ASC, GNCTD.

CORAM:

HON'BLE MR. JUSTICE VIBHU BAKHRU

ORDER

% **02.01.2018**

CM No. 72/2018

1. Exemption is allowed, subject to all just exceptions.
2. The application stands disposed of.

W.P.(C) 9/2018 and CM No. 71/2018

3. The petitioner has filed the present petition impugning an order dated 30.12.2017 terminating the contract for security services being provided by the petitioner to the respondent.

4. The learned counsel appearing for the petitioner drew the attention of this Court to an order dated 29.12.2017 whereby the Government of NCT of Delhi had concurred with the proposal for further extension of services of certain outsourced workers, which also include the outsourced workers employed by the respondent. The petitioner claims that since the petitioner had outsourced certain workers to the respondent, the said order would

squarely apply with regard to the services provided by the petitioner.

5. The learned counsel for the respondent who appears on advance notice states that the contract with the petitioner was terminated on 31.12.2017 and by a letter dated 30.12.2017, a fresh contract has been provided to another entity namely Alpha Manpower. He further states that the said contractor was chosen in a transparent manner from the Government E-Market resource and, therefore, the petitioner cannot have any grievance in this regard.

6. It is seen that the petitioner was engaged as a service provider by a letter dated 11.11.2017. In terms of the said letter, the petitioner was appointed to provide security services on the same terms and conditions as the services being provided by the petitioner to Maharishi Valmiki Hospital, Pooth Khurd, Delhi. The said appointment letter clearly indicates that the petitioner was appointed with effect from 12.11.2017 to 31.12.2017. Thus, the petitioner's appointment has not been terminated prematurely but by efflux of time. In this view, the petitioner has no right to insist that its services be engaged by the respondent for a further period beyond 31.12.2017.

7. The petitioner may have certain grievances with regard to the manner in which a new agency has been appointed. Plainly, if the respondent has engaged services of any agency without following the transparent process, the petitioner may have a grievance. However, the fresh appointment is not under challenge in this petition. Further, as noticed above, the petitioner has no vested right to continue providing services under a contract which come

to an end on 31.12.2017. It is also relevant to mention that the petitioner was not selected to provide any security services by open tendering or any transparent method.

8. In this view, no interference with the impugned order is called for by this Court. The petition is dismissed with liberty to the petitioner to challenge the process of appointment of a security agency in appropriate proceedings, if so advised.

9. Order *dasti* under signature of Court Master.

VIBHU BAKHRU, J

JANUARY 02, 2018
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