

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CWP-2521-2019 (O&M)
Date of Decision: 30.01.2019

Dhanwant Singh & others

--Petitioners

Versus

State of Punjab & others

--Respondents

CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA.

Present:- Mr. Amit Sharma, Advocate for the petitioners.

TEJINDER SINGH DHINDSA.J (Oral)

The instant writ petition has been filed seeking a Mandamus for directing the respondents not to terminate the services of the petitioners without adopting due process of law.

Counsel submits that the concerned authorities under the Department of Health and Family Welfare, State of Punjab had entered into an agreement with respondent no.6 i.e. Ziqitza Health Care Limited to provide emergency response service in the State of Punjab i.e. by running the 108 Ambulance Service. In pursuance to such contractual obligation having been entered into, respondent no.6 has hired the services of the present petitioners as Drivers and Emergency Medical Technicians.

Counsel submits that the petitioners have been working in pursuance to their contractual engagement for the last 2-3 years and the present contractual term is expiring on 31.1.2019. It is contended that it is settled law that one contractual employee cannot be replaced by another similar arrangement. Apprehension is that the petitioners would be laid off after expiry of the present contract on 31.1.2019. Further submission made is that for all intents and purposes it is the State of Punjab, Department of Health and Family Welfare which would be construed as the principal

employer of the petitioners and accordingly it is open for the petitioners to approach this Court by invoking the extra ordinary writ jurisdiction under Articles 226/227 of the Constitution of India.

Having heard counsel for the petitioners at length, this Court is of the considered view that no interference in the matter is called for.

Concededly petitioners were engaged on a contractual basis at the hands of a private agency i.e. respondent no.6. Counsel concedes that the petitioners are being paid fixed emoluments and the same are also being released by respondent no.6. No other document/material has been placed on record wherefrom this Court may infer that the Govt. of Punjab, Department of Health and Family Welfare is exercising direct control over the petitioners. Under such circumstances, an issue would arise with regard to the maintainability of the writ petition itself. It is a pure private contract of service in pursuance to which the petitioners have been engaged and at the hands of respondent no.6.

Even otherwise, the instant petition is founded on a mere apprehension. Counsel has not been able to advert to any advertisement that may have been issued in the recent past and that too by the State Govt. and on the strength of which it may be inferred that fresh contractual employees are being engaged so as to replace the petitioners.

Concededly the petitioners are working in pursuance to their contractual engagement as of date. If at all the petitioners are aggrieved of any action that may be taken by their employer i.e. respondent no.6, it would be open for them to take out appropriate proceedings in accordance with law.

No intervention in the matter is called for.

Petition is dismissed.

(TEJINDER SINGH DHINDSA)
JUDGE

30.01.2019
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Whether speaking/reasoned: Yes/No
Whether Reportable: Yes/No