

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP No.4756 of 2019
Date of Decision :24.05.2019

Oscar Security and Fire Services

.....Petitioner

Versus

State of Haryana and others

..... Respondents

CORAM: HON'BLE MR.JUSTICE KRISHNA MURARI, CHIEF JUSTICE
HON'BLE MR.JUSTICE ARUN PALLI, JUDGE

Present : Mr. Amarjit Singh Narang, Advocate for the petitioner.
Mr. Sharad Aggarwal, AAG, Haryana.

ARUN PALLI, J. (Oral)

On 22.02.2019, while issuing notice of motion, this Court had passed the following order:-

“It is contended that the contract for supply of manpower to Directorate of Urban Local Bodies, which was to subsist till 01.04.2019, has all of a sudden been terminated by an oral order in January, 2019 without any show cause and opportunity. It is also submitted that a criminal complaint has also been lodged against the petitioner on the ground that he has not made payment to some of his workers. The allegations, if correct, *prima facie* are in violation of principle of natural justice as an existing contract could not be terminated without notice and opportunity.

Prima facie there appears to be force into the submission and the issue requires scrutiny.

Notice of motion.

Mr. Deepak Balyan, Additional Advocate General, Haryana, present in Court, accepts notice on behalf of the respondents and prays for a week's time to seek instructions/file a response.

To be listed on 06.03.2019 in urgents.”

The respondents furnished their written statement.

In brief, the case set out by the petitioner has been that even though a fresh contract between the parties was executed on 02.04.2018, for a period of one year and was subsisting, but the authorities by an oral order terminated the same in January 2019, and that to without affording any notice or opportunity of hearing to the petitioner.

As opposed to this, learned State counsel submits that, the parties had only entered into an agreement dated 1.12.2017, for a period of one year which was to expire on 30.11.2018. In fact, the subsequent agreement, purport to have been executed on 02.04.2018, for another year has no sanctity and is rather a sham document for two of the officials of the department, who connived with the petitioner in execution thereof lacked authority to enter into any such contract. Further, the concerned authority never accorded any approval to any such extension or agreement. So much so, disciplinary proceedings have been initiated against those officials and they have since been charge sheeted.

However, having argued the matter at some length, learned counsel for the parties have reached a consensus let this petition be disposed of with a direction to the respondents to deal with the grievances raised by the petitioner as per records and pass appropriate orders.

In the wake of the above and while considering that a factual dispute as regards the very existence and/or due and valid execution of the agreement dated 2.4.2018, arises between the parties, without commenting

upon the merits of the case, we rather find it expedient to dispose of this petition with a direction to the respondents to consider the concerns/grievances raised by the petitioner in the petition and pass appropriate orders in accordance with law within four weeks from today after affording an opportunity of hearing to the petitioner.

(KRISHNA MURARI)
CHIEF JUSTICE

(ARUN PALLI)
JUDGE

24.05.2019

Manoj Bhutani

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No