

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND
HARYANA AT CHANDIGARH

CWP No.15589 of 2019 (O&M)
Date of Decision.19.07.2019

Mandeep and another

...Petitioners

Vs

State of Haryana and others

...Respondents

Present: Mr. Rajiv Sidhu, Advocate
for the petitioners.

Ms. Shruti Jain Goyal, DAG, Haryana.

CORAM:HON'BLE MR. JUSTICE AMIT RAWAL

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AMIT RAWAL J. (ORAL)

Contention of petitioners is that under the Golden Jublee Sports Nursery, petitioners vide appointment letters (Annexure P-4 & P-5) were appointed on contract basis as Coach in governmental and non-governmental educational institutions on a fixed remuneration. State Government came out with an order dated 28.03.2019 (Annexure P-9) improving qualification as national player in concerned game. Petitioners are graduate and also done Masters in Physical Education but since did not participate in National Tournament, their services have vexatiously and erroneously been terminated vide impugned order dated 8.4.2019 (Annexure P-7). The Department is replacing them with another set of contractual employees, which is not permissible in law and is also against law laid down by Hon'ble Supreme Court in Hargurpratap Singh Vs. State of Punjab (2007) 13 SCC 292.

Learned State Counsel informs this Court that petitioners

were appointed on contract basis, therefore, would not have lien. It is in domain of State Government to fix qualification and once they did not fulfill the requisite qualification, order terminating their services is perfectly legal and justified.

I have heard learned counsel for parties, appraised paper book and of view that there is no force and merit in submissions of Mr. Sidhu. Appointment letters (Annexure P-4 and P-5) clearly envisage engagement of petitioners on contract basis. No doubt at relevant point of time, qualification as petitioners possess was in vogue but by virtue of letter dated 28.03.2019, qualification of national player in concerned game with M.Ed. or D.P.Ed or M.A. (Physical Education) was *sine qua non*, which petitioners did not possess, rightly so, have been terminated. In such circumstances, petitioners cannot implore upon to seek employment. It is not a case of replacement of contractual employee but a case of lesser qualification as prescribed for a particular post and cannot be violation of decision rendered in Hargurpratap Singh's case (supra). A contractual employee cannot assert lien in the post in the absence of qualification fixed by State. No ground for interference is made out.

Dismissed.

(AMIT RAWAL)
JUDGE

July 19, 2019
Pankaj*

Whether speaking/reasoned Yes

Whether reportable No