

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

**CWP No. 16050 OF 2016
DATE OF DECISION : 08.07.2019**

Gurkanwar Singh

...Petitioner

versus

The State of Punjab and others

...Respondents

CORAM : HON'BLE MR. JUSTICE ARUN MONGA

Present:- Mr. Manu K. Bhandari, Advocate,
for the petitioner.

Ms. Ambika Bedi, AAG, Punjab.

ARUN MONGA, J.(ORAL)

Learned counsel for the petitioner strenuously argues that the impugned order dated 14.07.2016 (Annexure P-14), whereby services of the petitioner have been dispensed with saying that on completion of contractual period on 31.03.2016 his service contract is not being renewed, is merely an eye wash in view of the proceedings/recording dated 03.06.2016 (Annexure P-13) of the meeting of De-Addiction Centre under the chairmanship of Deputy Commissioner-cum-Chairman-cum-Nodal Officer, De-addiction Centre, Patiala. He points out that vide proceedings at Clause 3, it has been clearly stated that the petitioner, who was engaged in past, has not served the De-Addiction Centre at Punjab Saket Hospital, Patiala properly and his service contract will not be renewed. He further submits that

if his services were not found proper, then he ought not to have been allowed to rejoin on 01.12.2016, when his contract was renewed from 01.01.2016 to 31.03.2016 as reflected from contract renewal dated 27.01.2016 (Annexure P-11).

2. The argument of learned counsel for the petitioner on the face of it may seem attractive, but the same is not acceptable as the petitioner was successfully allowed to complete his contractual term. It is only on completion of his term that his contract was not renewed by the respondents. Petitioner having successfully completed the entire term, thereafter it is entirely the discretion of the contracting parties as to whether or not they wish to sign a fresh contract. Particularly the appointment letter dated 30.09.2014 (Annexure P-2) itself makes it very clear that the petitioner was appointed on contractual basis on consolidated remuneration of ₹20,000/- per month initially for one year from the date of appointment and on completion of the contract term, the same may be extended depending upon the work requirement, rationalization and conduct of an employee and the decision of the authority qua the same would be final.

3. Learned counsel further argues that as per the appointment letter dated 30.09.2014 (Annexure P-2), the petitioner ought to have been given seven days notice prior to termination of his services. The said argument lacks merit as the protection of seven days' notice would have been available only if the services of the petitioner had to be terminated during

the currency of the contract period. Admittedly, it is not the case of petitioner that his services were terminated before the expiry of contract period.

4. A perusal of said appointment letter leaves no manner of doubt that appointment of the petitioner was purely contractual. There is no room for interference by this Court under the extra-ordinary writ jurisdiction.

5. The petition being devoid of merit, is hereby dismissed. No order as to costs.

JULY 08, 2019
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(ARUN MONGA)
JUDGE

Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No