

Sr. No. 217

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

**CWP No.22506 of 2014 (O&M)
Date of Decision: 19.03.2019**

Gurdhian Singh and others

... Petitioners

Versus

Ambala Central Cooperative Bank and others

... Respondents

CORAM:- HON'BLE MR. JUSTICE ARUN MONGA

Present:- Mr. J.S.Maaniipur, Advocate,
for the petitioners.

Mr. B.S.Bedi, Advocate,
for the respondents.

ARUN MONGA, J.(ORAL)

The present writ petition has been filed, *inter alia*, for issuance of a writ in the nature of certiorari to quash the order dated 12.09.2014 (Annexure P-5) passed by respondent No.1/The Ambala Central Cooperative Bank Limited. Thereby, the services of the petitioners have been dispensed with on the ground that their services are no more required.

2. The succinct factual backdrop is that the services of the petitioners were deployed by respondent No.1 through its Contractor. They were posted as Computer Operators/Peons as is reflected from one illustrative appointment letter dated 07.11.2012 (Annexure P-1) issued by respondent No.2/outsourced Contractor.

3. Learned counsel for the petitioners contends that while

some of the outsourced employees/juniors to the petitioners, who were appointed later than them, are still continuing but services of the petitioners have been dispensed with in violation of the Policy/Instructions dated 12.01.2011(Annexure P-8).

4. It would be instructive to reproduce the relevant part of the Instructions, *ibid:-*

"Therefore, the Government of Haryana being concerned about the welfare of the contract employees working under different contractors directs that all the departments who have outsourced certain services should ensure that the service provider is a licence holder under the contract regulation and abolition act, 1970 and being the principle employer complies with the provisions of all the labour laws vis. Minimum Wages Act, ESI, P.F., Maternity benefits etc. and ensure the compliance of the same. The contractor should be asked to supply monthly dossier in the format enclosed (Annexure-1). It is hereby stressed that contractor shall make all the payments to the employees through account payee cheque or direct bank transfer. In case, the contractor defaults, the department may consider terminating the contract as per terms and conditions of the agreement.

In the event of termination of the contract or reduction of manpower, such workers who loose employment should be considered for re-appointment on priority if the contractor is redeployed or engages more manpower in view of provisions of industrial Disputes Act."

5. A perusal of the above leaves no manner of doubt that the State of Haryana is conscious about the welfare of the employees who were hired on contract by the various outsourced

contractors for deployment in Boards/Corporations/Public Sector Undertakings (PSUs).

6. In order to protect the contractual outsourced employment, a clear Mandate has been given to the Boards/Corporations/PSUs that in the event of termination of the contract or reduction of manpower, the workers who lose employment should be considered for re-appointment on priority, if the contractor is re-deployed or engages more man power.

7. I have gone through the rival pleadings and heard the learned counsels appearing for the respective parties. I am of the opinion that in view of the stand taken in the additional affidavit dated 24.05.2016 by the General Manager that subsequent to the termination of the petitioners, respondent-Bank has been hiring contract employees through its contractor/respondent No.2, the details whereof have been appended vide Annexures R-1 to R-9, the impugned orders terminating the services of the petitioners do not stand judicial scrutiny and are not tenable.

8. Learned counsel for the petitioners submits that apart from the violation of Government Policy/Instructions dated 12.01.2011, the case of the petitioners is squarely covered by a judgment dated 18.02.2010, rendered by this Court in **CWP No.3175 of 2009** titled as **Jatinder Pal Singh and others Vs. State of Punjab and others** (Annexure P-10). Learned counsel further relies on another judgment dated 30.08.2011 (Annexure P-11) rendered by this Court in **CWP No.3613 of 2011**.

9. Per contra, learned counsel for the respondent-Bank

argues that the petitioners are not the employees of the Bank and, therefore, cannot seek employment from the respondent-Bank.

10. The argument of learned counsel for respondent/Bank is devoid of any merit as it is neither the case of the petitioners that they are employees of bank nor they are seeking employment from the Bank. The limited prayer before this Court is that their services have been terminated in violation of the Instructions, *ibid*, which clearly envisage that outsourced employees of PSU are to be re-deployed in case subsequent requirement arises. The conceded stand in the written statement is that Bank has been deploying contract employees through its outsourced contractor i.e. respondent No.2. The argument of learned counsel for the respondents is, therefore, liable to be outrightly repelled.

11. In view of the discussion above and reasons contained therein, the impugned order dated 12.09.2014 (Annexure P-5), vide which the services of petitioners No.1 to 3 were dispensed with, is set aside. The respondents are directed to re-deploy petitioners No.1 to 3 through their Contractor i.e. respondent No.2 in compliance of the Government of Haryana Instructions dated 12.01.2011 (Annexure P-8) with continuity of service without any pecuniary benefits arising therefrom, within a period of 60 days from the date of receipt of a certified copy of this order.

12. Disposed of accordingly.

(ARUN MONGA)
JUDGE

19.03.2019

vandana

Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No