

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

LPA No.506 of 2017

Date of Decision : 13.03.2019

Punjab Roadways Coolies Union
and others

...Appellants

Versus

State of Punjab and others

...Respondents

CORAM : HON'BLE MR.JUSTICE MAHESH GROVER
HON'BLE MR JUSTICE LALIT BATRA

Present: Mr. Gurinder S.Lalli, Advocate
for the appellants.

MAHESH GROVER, J.(O)

This Letters Patent Appeal is directed against the judgment of the learned Single Judge dated 17.02.2017.

The appellants claimed themselves to be the members of the Coolies Union, Amritsar, Batala and Ludhiana and invoked the writ jurisdiction with a prayer that the order dated 14.09.2012 passed by the Director, State Transport, Punjab be quashed.

The aforesaid impugned order in writ proceedings declined the plea of the appellants for uniform, medical facilities and class-IV status.

The Learned Single Judge did not find any flaw with the said order and declined interference which is now a cause of grievance to the appellants who have placed intensive reliance on Rule 22B of the Accounting Rules and Forms for Government Transport Services in the Punjab, which is extracted here-below :-

“22B

The cooliage contracts for loading and unloading of
passengers luggage were being leased out in Punjab
Roadways. This system was replaced by the Decasualization

scheme on the lines of Indian Railways, the details of which are given in Appendix 'G' to these rules. The Porters will be required to pay fees of Rs.5/- per month to Punjab Roadways. This fee will, however, be subject to revision by the Director State Transport, Punjab. The Porters will be recruited after taking their addresses and getting their antecedents verified. A register will be maintained in Punjab Roadways for recording payments received from licenced porters as licence fee and each licenced Porter will deposit a security of Rs.100/- and furnish a personal surety bond of Rs.500/-. He will execute a bond in form given in Appendix 'H' binding him for regular attendance, good behaviour and responsibility for the passenger's luggage entrusted to him etc. The licence fee, released from the Porters against proper receipts, will be credited as the income of the Punjab Roadways.”

It is evident that the aforesaid rule does not talk of any engagement on regular basis which would acquire the colour of a regular employment under a government. It merely talks of a contract with necessary conditions to regulate it.

Learned counsel for the appellants contends that the State of Punjab being a welfare State was obliged to grant them the prayer for medical facilities, uniform and a class-IV status.

After hearing the learned counsel for the appellants, we are of the opinion that no such interpretation can be placed on the aforesaid Rule 22B. There are no terms of engagement between the government and the appellants. The said provisions of law relied upon by the appellants merely talks of a contract and the manner in which the porters working at the bus

stands are to be regulated. This evidently stems from the concern of the

government to ensure that unwanted people are not found in the vicinity of the bus stands resulting in harassment to the commuters. It in no way lends any credence to the plea of a regular employment. In fact, it does not even remotely suggest an engagement under the government even on daily wages.

We, therefore, find no reason to interfere with the observations made by the learned Single Judge in this regard. Indeed as a Court and as citizens of the country, we always hope that the State would be able to grant decent conditions of living to every citizen as it is an essential part of Article 21 of the Constitution of India.

Appeal dismissed.

(MAHESH GROVER)
JUDGE

13.03.2019
dss

(LALIT BATRA)
JUDGE

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