

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

DHARAM VIR
2019.12.10 14:15
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CWP No.35526 of 2019 (O&M)

Date of Decision: 07.12.2019

Dr.Ajay Gupta

... Petitioners

Versus

State of Punjab and others

... Respondents

CORAM:- HON'BLE MR. JUSTICE ARUN MONGA

Present:- Mr.Pardhuman Garg, Advocate,
for the petitioner.

Mr. P. S. Bajwa, Addl. AG, Punjab.

ARUN MONGA, J.(ORAL)

Grievance of the petitioner herein is that vide termination order dated 27.11.2019 while giving him 7 days notice certain stigmatic remarks were passed without holding any inquiry *qua* the allegations contained therein.

2. Learned counsel for the petitioner relies on a Judgment dated 10.04.2019 passed in CWP No.28492 of 2017 rendered by a co-ordinate Bench of this Court in support of his argument that even a contractual employee is entitled to certain protections *qua* the allegations of misconduct and without holding any inquiry *qua* the said allegation delinquency cannot be attributed to an employee.

3. Notice of motion.

4. On advance service of the petition, Mr. P. S. Bajwa, Addl. AG, Punjab, appears and accepts notice on behalf of the State.

5. Given the nature of order being passed, there is no necessity to seek return by the respondents as no further proceedings and/or pleadings are required.

6. The limited ground in the present petition seems to be the stigmatic part of the termination order and not the termination *per se*. *Prima facie* I am of the

view that the competent authority ought not to have made such stigmatic remarks without holding any inquiry *qua* the allegations. However, the competent authority was at liberty to dispense with the service of the petitioner in view of the Clause 4 and 5 of the contractual appointment letter dated 05.12.2012(Annexure P-2). The said clause is reproduced herein below:

“4. Services of the employee can be discontinued on issuing 7 days notice from the Department, in case there is no requirement of the post or there is no sufficient work to be allotted to the employee in question or due to reasons like realization of manpower vis a viz availability of work in the Department.

5. However, for reason like gross indiscipline, unauthorized absence/leave from duty, misconduct, inefficiency in work as per Appraisal System, or otherwise the services of employees shall be liable for termination at any time during the currency of the contract period by giving 7 days notice to the employee.”

7. A perusal of the above would reveal that while passing the termination order the competent authority should have simpliciter given 7 days notice in case it was not satisfied with the services of the petitioner without assigning any reason in terms of Clause 4 *ibid*. The reasons assigned to the termination order ought not to have been stated without there being any appropriate evidence or inquiry thereof.

8. In the premise to the extent the stigmatic remarks have been made in the termination order dated 27.11.2019 (Annexure P-1) the same are expunged and the order dated 27.11.2019 should be simply read as 7 days notice in terms of Clause 4 above and to that extent the same is sustained.

Disposed of in above terms.

(ARUN MONGA)
JUDGE

07.12.2019
dharamvir

Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No