

SunilPetitioner

Versus

2. CWP-9456-2019

The State of Haryana and othersRespondents

3. CWP-9252-2019

The State of Haryana and othersRespondents

CORAM:- HON'BLE MRS. JUSTICE LISA GILL

Present: Mr. Sandeep Goyat, Advocate for the petitioners.
(in CWP-3536 and 9456-2019)

None for the petitioner (in CWP-9252-2019)

Mr. Ashish Yadav, Addl.AG, Haryana.

LISA GILL, J.

This matter is being taken up for hearing through video conferencing due to outbreak of the pandemic, COVID-19.

This order shall dispose of three petitions i.e. CWP Nos. 3536, 9252 and 9456 of 2019.

The petitioners in all these petitions seek quashing of impugned order dated 25.01.2019 attached as Annexure P2 in all the writ petitions, whereby their services have been terminated. All the petitioners were appointed under the Outsourcing Policy, Part II of the state.

It is to be noticed that the petitioner in CWP-3536-2019 was working on the post of Khalasi. As per the written statement dated 20.05.2019, it is specifically mentioned that there is only one sanctioned post of Khalasi in police District, Hansi and that regular appointment qua the said post has already been made.

The petitioner in CWP-9456-2019 was working as a Water Carrier and his services were terminated on 25.01.2019. As per written statement dated 23.07.2019 filed in CWP-9456-2019, it is mentioned that all the 21 sanctioned posts of Water Carrier have been filled with selection of the regular candidates and no vacant post of Water Carrier was available.

None has appeared on behalf of the petitioners in CWP-9252-2019. File has been perused. The petitioners in the said case had also been appointed under the Outsourcing Policy Part-II. Their services had been terminated vide order dated 25.01.2019. As per reply dated 23.07.2019, it is stated that regular Class IV employees were appointed on the posts. Learned counsel for the petitioner while referring to Annexures P4 and P7 submits that certain posts of Water Carrier are lying vacant as on today. Therefore, the petitioner should be adjusted qua the said posts.

I have heard learned counsel for the parties.

Learned counsel for the petitioners has sought to rely upon the judgment of the Hon'ble Supreme Court in **Hargurpartap Singh versus State of Punjab 2007 (13) SCC 292** to submit that one set of contractual employees cannot be substituted with another set of contractual employees. However, learned counsel for the petitioners is unable to deny that apart from the fact that there is no substitution by one set of contractual employees any another set of contractual

employees in the present case, the matter is squarely covered against the petitioners in terms of various judgments of the Hon'ble Supreme Court as well as this High Court. Reference can gainfully be made the detailed judgement in **Sunil Kumar and others vs.State of Punjab and others, 2019(3)S.C.T.310**. The Hon'ble Supreme Court in **Yogesh Mahajan versus Prof. R.C. Deka 2018 (2) SCC 318** has reiterated that no contractual employee has a statutory or other right to have his/her contract renewed from time to time.

In this view of the matter, I do not find any ground whatsoever to interfere in these matters.

Present writ petitions are, accordingly, dismissed with no order as to costs.

November 26, 2020
rts

(Lisa Gill)
Judge

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