

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

110

**CWP No.13212 of 2020
Decided on :01.09.2020**

Santosh

... Petitioner

Versus

State Bank of India and others

... Respondents

CORAM : HON'BLE MR. JUSTICE G.S. SANDHAWALIA

Present : Ms. Sharmila Sharma, Advocate for the petitioner.

(The proceedings are being conducted through
video conferencing as per instructions.)

G.S. Sandhawalia, J. (Oral)

In the present petition filed under Article 226 of the Constitution of India the petitioner seeks quashing of appointment of respondent No.3 on contractual basis which was done after terminating the services of the petitioner who was also working on contractual basis on the same post. Further prayer made is to reinstate the petitioner on the same post i.e. Sweeper in SBI Bank, Branch Baghru Kalan, Tehsil Safidon, District Jind.

As per the pleadings it is stated that she had joined the post of Sweeper on contract basis under outsourcing policy on 20.04.2014 under respondent No.2 Scan Guard Protection Services Pvt. Ltd. She was also having EPF account as per Employees Provident Fund Scheme, 1952 and Employees Pension Scheme, 1995 and deposited as such (Annexure P-2). The contract was extended till August, 2019 and thereafter she has been replaced with respondent No.3.

It is the case of the petitioner that in spite of representation

dated 03.09.2019 (Annexure P-3) made to respondent No.1, she has not been allowed to join.

Mr. Akshay Jain, Advocate has put in appearance on behalf of respondent No.1 and referred to the contribution card (Annexure P-2) issued under the Employees' Provident Funds Scheme to show that the petitioner was an employee of respondent No.2.

Keeping in view the above facts this Court is of the opinion that petitioner has an efficacious and alternative remedy by way of approaching the Labour Court and raising an industrial dispute. It is matter of evidence whether the petitioner is an employee of respondent No.1 or respondent No.2, as such since the letter of appointment is not on record. It is settled principle that the Writ Court is not to go into disputed questions of fact and will not exercise its extraordinary jurisdiction when alternative and efficacious remedies are available. Reference can be made to the judgment of the Apex Court in *United Bank of India Vs. Satyawati Tondon and others, 2010 (8) SCC 110*.

Faced with this situation counsel for the petitioner requested that she may be permitted to withdraw the present writ petition with liberty to avail the alternative remedy in accordance with law.

Accordingly, the present writ petition is dismissed with the aforesaid liberty.

01.09.2020
Parveen

(G.S. SANDHAWALIA)
JUDGE

Whether speaking/reasoned:
Whether Reportable:

Yes/No
Yes/No