

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

CWP No. 17189 of 2020
Date of decision: 16.12.2020

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Ravi Kaushik

....Petitioner(s)

Versus

State of Haryana and others

...Respondent(s)

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

Present: Mr. Puneet Gupta, Advocate,
for the petitioner.

Mr. RKS Brar, Addl. A.G., Haryana.

(Proceedings are conducted through video
conferencing as per instructions).

G.S.SANDHAWALIA, J. (Oral)

The petitioner challenges the relieving letter dated 30.09.2020 (Annexure P-7) passed by respondent no. 4, which was on the basis of the letter dated 18.09.2020 (Annexure P-6) received from respondent no. 2-Director, Haryana Space Applications Centre (HARSAC).

Counsel for the petitioner has mainly argued that respondent no. 4 itself had requested for extension of services of the petitioner as a Project Fellow from 01.09.2020 to 31.08.2021 vide letter dated 31.08.2020 (Annexure P-3). The same had been followed up on 18.09.2020 (Annexure P-5) and it is, thus, his contention that the dispensing of the services as such is not justified.

The stand of respondents no. 4 to 6 is that the work and conduct of the petitioner was satisfactory and there was a requirement for a Project Fellow for the Geo Informatic Assistant course and fresh admissions were being made and sufficient funds were available with the respondent

no. 4 for the payment of the salary of the petitioner. It was, however, submitted that HARSAC was empowered to extend the agreement period of the petitioner and the answering respondent was not competent and capable to extend the period of agreement as the petitioner was appointed by the HARSAC. It is also mentioned that against the 24 seats at Jind, there were 13 students enrolled and the relieving order was on account of HARSAC not extending the tenure.

The stand of respondent no. 2-HARSAC, on the other hand, in its written statement, is that the post was advertised for the session 2018-19 and the duration of the contract was for one year. The appointment was purely on contractual basis and there was no right of claim with the petitioner. The appointment had been made on 27.12.2018 (Annexure P-2) for a period of one year from the date of issuance of the letter till the end of the academic year, whichever is earlier. The term was further extended upto 31.07.2020 vide order dated 21.11.2019 and upto 31.08.2020 vide order dated 22.09.2020 (Annexures R-1 and R-2 appended with the reply of respondents no. 1 to 3).

The defence as such is that session 2019-20 has been completed and for the fresh admission, the ITI, Jind should grant extension to pay salary to the contractual staff at its own level on the pattern of Government ITI, Panchkula and Government ITI, Karnal wherein also, one year diploma course of Geoinformatics Assistant at Government ITI project was running. However, the appointment of the project staff of the government ITIs was also done by the answering respondents but payment of salary, sanction of leave, grant of extension etc. in respect of these contractual staff was done at the level of respective government ITIs and the answering respondent has

no involvement. It is, thus, clear that the ball had been put back in the court of respondent no. 4 that it has to grant extension and pay salary to the private staff at its own level on the pattern of Government ITI at Panchkula and Government ITI, Karnal and they were not in a position to further extend the tenure.

From the above facts, it would be clear that the petitioner's tenure, as such, has not been extended even though it is admitted that his work and conduct is satisfactory as per the reply of respondent no. 4. Mainly because there is another arrangement at ITI, Panchkula and ITI, Karnal wherein, the said institutes are appointing their own employees, the HARSAC is wanting to shy away from the grant of extension. It is also not disputed that eventually ITI, Jind is making the payment of the salary firstly to HARSAC and then thereafter, it is disbursed back to the employee concerned on account of which, even overhead and institutional charges and GST has been levied. In such circumstances, it is apparent that the petitioner is only a contractual employee as such appointed by HARSAC and it is settled principle that a contractual employee cannot claim to continue beyond the terms of his contractual employment. However, on account of the lack of decision making at the level of the State, his services are not being extended, though there was a requirement as such by respondent no. 4.

Accordingly, keeping in view the above facts, this Court is of the opinion that the dispensation as such of his services is not justified. Respondent no. 4 has asked for his extension till 31.08.2021. Accordingly, the HARSAC shall grant the necessary sanction for the extension till the said date.

It is, however, made clear that thereafter respondent no. 4 shall make its independent arrangement for recruiting the project fellows keeping in view the contingency of the work as such and the requirement. The indulgence, thus, is being granted to the petitioner only on account of the fact that there was a request as such which was received from respondent no. 4 on 31.08.2020, which was followed up on 18.09.2020 (Annexures P-3 and P-5).

Accordingly, the writ petition is disposed of in the above terms. However, it is made clear that for the intervening period for which the petitioner has not worked, he will not be entitled for any salary or benefits on the principle of 'no work no pay'.

16.12.2020
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(G.S. SANDHAWALIA)
JUDGE

Whether reasoned/speaking

Yes/No

Whether reportable

Yes/No