

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

CWP-18039-2020

Date of decision:17.11.2020

Ranjit Singh and others

....Petitioners

Versus

State of Haryana and others

.....Respondents

**CORAM: HON'BLE MR. JUSTICE JASWANT SINGH
HON'BLE MR. JUSTICE SANT PARKASH**

Present: Mr. Tribhuvan Dahiya, Advocate
for the petitioners.

JASWANT SINGH, J. (ORAL)

[The aforesaid presence is being recorded through video conferencing since the proceedings are being conducted in virtual Court.]

The present civil writ petition has been filed under Article 226/227 of the Constitution of India seeking a writ of certiorari quashing the detail notes inviting E-tenders dated 08.10.2020 for catering and Bar services in the HSVP, Gymkhana Club, Sector-29, Gurugram.

Brief facts of the case are that Ranjit Singh (petitioner No. 1) and Naresh Kumar (petitioner No. 2) are working as Bar Supervisor and Bar Man in the Gymkhana Club, Gurugram, whereas Lalit Kumar (petitioner No. 3), Mahender Singh (petitioner No. 4) and Pardeep Kumar (petitioner No. 5) are employed in different capacities in the same club. Concededly, all the five petitioners are working on contract

basis with the Gymkhana Club.

The Gymkhana club is a registered society under the supervision and control of Haryana Shehri Vikas Pradhikaran.

The petitioners, by filing the present petition, have prayed for a writ of *certiorari* seeking quashing of the e-tender dated 08.10.2020 (Annexure P-12) floated for catering and bar services, in the aforesaid Gymkhana Club, Sector-29, Gurugram being in violation of the provisions of the Punjab Excise Act, 1914. The petitioners have further prayed for staying the process of e-tender, apprehending the termination of their services on account of such outsourcing of the bar services.

Upon notice, Mr. Deepak Sabherwal, Additional A.G., Haryana has put in appearance on behalf of all the respondents. He firstly, on instructions, states that services of Ranjit Singh and Naresh Kumar, who are working at the liquor bar of the club would not be effected in light of any contractor operating the bar pursuant to being successful in the aforesaid e-tender.

He further submits that petitioners No. 2 to 5 herein have already filed CWP No. 24939 of 2017, wherein by virtue of an interim order dated 02.11.2017, a limited protection qua their replacement, except by regular employees, has been protected.

In the light of the anticipated apprehension of the petitioners on account of the award of the aforesaid tender qua the operating of the bar at Gymkhana club having been allayed, it is admitted that nothing more survives for adjudication in the present writ petition.

Disposed of as infructuous.

The respondent shall be bound by their stand as conveyed through the learned Additional Advocate General.

(JASWANT SINGH)
JUDGE

(SANT PARKASH)
JUDGE

17.11.2020
Mehak

Whether reasoned/speaking?	Yes
Whether reportable?	No