

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-20399 of 2020
Date of decision 02.12.2020

Balinder

...Petitioner

Vs.

State of Haryana and another

...Respondents

CORAM: HON'BLE MS. JUSTICE RITU BAHRI

Present: Mr. Mandeep Singh, Advocate,
for the petitioner.

Ritu Bahri, J. (Oral)

Petitioner is seeking setting aside of order dated 20.11.2020 (P-2) whereby petitioner has been replaced arbitrarily.

Learned counsel at the very outset states that the impugned order is against the policy for engaging/outsourcing of service dated 06.04.2015 (P-1) issued by State of Haryana. Petitioner has been working with various respondent-departments since 01.12.2017 without any break. Petitioner is working through contractor under the outsourcing policy Part I.

Issue notice of motion.

On asking of the Court, Mr. Sanjay Mittal, Addl.A.G. Haryana accepts notice on behalf of respondent-State.

The short question for consideration in the present writ petition is that whether any direction can be given to retain the petitioner.

Learned State counsel states that this issue has already been considered by this Court in a case of *Sunil Kumar and others vs. State of*

Punjab and others, 2019 (3) S.C.T 310 and judgment of Hon'ble the

Supreme Court of India in a case of ***Yogesh Mahajan vs. Prof R.C. Deka 2018 (2) SCC 318*** wherein it has been reiterated that no contractual employee has a statutory or other right to have his/her contract renewed from time to time.

This aspect has also been considered by this Court in a case of ***Sunil vs. State of Haryana and others, passed in CWP No. 3536-2019, decided on 26.11.2020 and in a case of Zamir vs. State of Haryana and others, passed in CWP No. 14135-2015, decided on 20.02.2020.***

In ***Zamir's case (supra)***, this Court has observed as under:-

*“This aspect has been considered by this Court in CWP No. 13348-2018, decided on 10.12.2018 titled as **Rajiv Kumar and others vs. State of Haryana and others**, wherein it has been held that if an employee is employed through some agency and not the department, then there is no binding contract between the petitioner and department. In case, there is any cause of action/grievance of petitioners, same accrues against the manpower contractors and not the department.*

Thus, the present petition is liable to be dismissed as there is no employer employee relationship between outsourced employee and Government Department which outsourced the work through service provider.

In view of the above, the present writ petition stands dismissed.

02.12.2020
G Arora

(RITU BAHRI)
JUDGE

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