

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP-29826-2017

Date of decision:25.02.2020

Rajdeep Singh**...Petitioner(s)**

V/s.

State of Haryana and others**...Respondents****CORAM: HON'BLE MS. JUSTICE RITU BAHRI.**

Present: Mr. I.S.Pabla, Advocate
for the petitioner.

Mr. Harish Nain, AAG, Haryana.

By this petition, the petitioner is seeking direction to the respondents to let the petitioner continue on contract basis as Chowkidar till the post is filled up by regular employee.

The petitioner was appointed as Chowkidar on contractual basis on 01.10.2012 in the office of respondent No.3-Executive Engineer, Water Services Division, Kurukshetra and worked there till 29.01.2015. He continued till October, 2017 when respondent No. 3 terminated his services and replaced him with respondent No.4.

On notice of this petition, written statement on behalf of respondents No. 1 to 3 has been filed. As per the written statement, it is not in dispute that petitioner was working as Chowkidar and engaged through different service providers as per the outsourcing policy Part I dated 16.02.2009 (Annexure R-1) and Haryana Govt. outsourcing policy dated 06.04.2015 (Annexure R-2). The petitioner had worked from 01.10.2012 upto 30.09.2017. Agreement of last service provider was completed on 31.10.2017 and the new agreement came into existence between service provider i.e. SAS Security & Manpower Services and respondent-department on 02.11.2017 and the petitioner was replaced by respondent

No.4 by new service provider. The petitioner was never engaged by the department directly.

The issue of engaging persons through outsourcing policy part-1 has come up for consideration before this Court in ***CWP-13348-2018 titled as Rajiv Kumar and others V/s. State of Punjab and others*** whereby it has been held that persons who were engaged through service provider and if the department had changed the service provider and new service provider had replaced them by another set of contractual employees, no cause of action arises against the department since there is no contract between the contractual employees and the department. If any cause of action arises, it will be against the service provider.

This writ petition is disposed of by observing that the petitioner has not been working since 30.09.2017 and if any cause of action arises, the petitioner should approach his own service provider who had engaged him from 01.10.2012 upto 30.09.2017.

(RITU BAHRI)
JUDGE

25.02.2020

Divyanshi

Whether speaking/reasoned

:

Yes/No

Whether reportable

:

Yes/No