

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

**CWP-4464-2021 (O&M)
Date of Decision: 25.02.2021**

Gurpreet Singh

... Petitioner

Versus

State of Punjab & others

... Respondents

CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA.

Present:- Mr. S.K. Rattan, Advocate for the petitioner.

...

TEJINDER SINGH DHINDSA, J. (ORAL).

Matter has been taken up through Video Conferencing via Webex facility in the light of the Pandemic Covid-19 situation and as per instructions.

Petitioner seeks a mandamus for directing the respondent/ authorities functioning under the Department of Education, State of Punjab to reinstate him to the post of Mali.

Counsel submits that the petitioner was initially engaged in the year 2008 as a Mali on contractual basis. Such contractual engagement was extended from time to time and the petitioner continued to discharge his duties upto 30.11.2018 whereupon he was relieved.

It is argued that the petitioner suffered from 50% disability element and it is too harsh on the part of the authorities in not having extended the contractual assignment further. Counsel contends that a regular sanctioned post of Mali is lying vacant in the school in question and under such circumstances, the petitioner could always be considered for

appointment on such post. Yet another contention raised is that one contractual employee cannot be replaced by another similar arrangement.

Counsel has been heard at length and pleadings on record have been perused.

Pleadings on record indicate that petitioner's engagement on contractual basis was not under the Education Department. Such engagement had been made at the school level out of PTA funds. Even if petitioner has served on the post of Mali, for a considerable length of time but such contractual engagement through PTA funds cannot be extended by virtue of invoking the extraordinary writ jurisdiction of this Court.

As regards a regular sanctioned post of Mali being available in the school, it would be within the prerogative of the employer to fill up such post. Even at that stage, a regular recruitment process would have to be followed in terms of issuance of advertisement and inviting applications from the public at large in the light of laying down a selection criteria which is fair and transparent. As and when such process is initiated, it would always be open for the petitioner to apply in case he fulfills the eligibility conditions to be laid down.

The submission with regard to one contractual employee to be not replaced with another contractual arrangement is not well founded in the facts and circumstances of the case. It is not the case projected on behalf of the petitioner that the respondent/authorities have initiated any steps in terms of a public notice/advertisement inviting applications to engage the Mali afresh on contractual basis and to be paid out of PTA funds. Such submission, as such, would not be available to the petitioner.

The prayer made in the instant petition is not founded on the strength of any statutory provision or executive instructions.

A mandamus, as such, cannot be issued.

No interference in the matter is warranted.

Writ petition is dismissed.

25.02.2021
harjeet

(TEJINDER SINGH DHINDSA)
JUDGE

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| i) Whether speaking/reasoned? | Yes/No |
| ii) Whether reportable? | Yes/No |