

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP No.5663 of 2021
Date of Decision: 15.03.2021

Padma

....Petitioner(s)

Versus

Lala Lajpat Rai University of Veterinary and Animal Sciences, Hisar and
others

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. Narender Pal Bhardwaj, Advocate, for the petitioner.

Mr. D.S. Rawat, Advocate, for respondent Nos. 1 and 2.

Mr. Naveen Singh Panwar, DAG, Haryana,
for respondent No.3.

(Through Video Conferencing)

JASGURPREET SINGH PURI, J.

The present writ petition has been filed under Articles 226/227 of the Constitution of India seeking a prayer for issuance of a writ or direction for setting aside the advertisement dated nil (**Annexure P-8**) by which the applications were invited for hiring the services of Law Officer on contractual basis and also for another prayer seeking direction to respondent Nos. 1 and 2 not to replace the petitioner from the post of Law Officer by any other contractual or temporary employee till any regular appointment.

The learned counsel for the petitioner has submitted that the petitioner was appointed as Law Officer on contract basis in pursuance of

an advertisement dated 10.01.2019 (**Annexure P-2**) and vide appointment letter dated 11.03.2020 (**Annexure P-7**) she was appointed as a Law Officer on contract basis for a period of one year from the date she assumes the charge. He submitted that one year of the petitioner is going to complete on 16.03.2021 and in the present petition she has challenged the advertisement Annexure P-8, whereby applications have been invited for hiring of Law Officer on contractual basis and has submitted that it is settled law that a contractual employee cannot be replaced by another set of contractual employee and therefore, the advertisement was not in accordance with law and the petitioner cannot be replaced by another set of contractual employee.

The learned counsel for the petitioner has further submitted that since the petitioner was selected by following a proper procedure, in the alternative she is also entitled for regularization.

Notice of the present writ petition was issued on 10.03.2021 and the learned counsel appearing on behalf of the respondent Nos. 1 and 2-University had made a statement that so far as the impugned advertisement Annexure P-8 is concerned, the same has now been withdrawn by the University. However, so far as the issue with regard to the replacement of contractual employee with another set of contractual employee is concerned, time was granted to the learned counsel for seeking instructions in the matter and for filing the affidavit. The learned counsel for the respondent Nos. 1 and 2-University by referring to the affidavit which has been filed by the University has submitted that the impugned advertisement Annexure P-8 has been withdrawn vide Annexure R1/1 and therefore, so far as that aspect is concerned, the writ petition has become infructuous.

The learned counsel further submitted that so far as the other aspect of the writ petition pertaining to replacement of a contractual employee with another set of contractual employee is concerned, it has been specifically stated in the affidavit that at present the University has no plan to appoint another Law Officer on contract basis and on the expiry of one year term of the petitioner, the petitioner has got no absolute right to continue on the post of Law Officer. The learned counsel further submitted that it has been stated in para 2 of the affidavit that there is no plan to appoint another Law Officer on contract basis and in addition to this he has instructions to say that no one will be appointed even on outsourcing basis. Para 2 of the aforesaid affidavit is reproduced as under:-

“2.That regarding replacement of the petitioner by another contract employee, at present the University has no plan to appoint another Law Officer on contract basis. But after expiry of her one year term of contract employment, the petitioner too has absolutely no right to continue on the post of Law Officer as the petitioner was appointed as Law Officer only for one year with a clear cut condition that the University would not be bound to re-engage her on contract after completion of the above term. The relevant Condition No.1 of the appointment order dated 11.03.2020 (P-7) is reproduced hereunder for kind perusal of this Hon'ble Court:

Terms & Conditions

1. She will not be a regular employee of the University and will not be entitled to claim regular pay scale of post or any other benefits. The University would not be bound to re-engage her on contract after completion of the above term”.

I have heard the learned counsel for the parties.

So far as the first prayer of the petitioner with regard to the challenge to the advertisement Annexure P-8 is concerned, since the same has been withdrawn by the University and therefore, this prayer has become infructuous.

So far as the second prayer of the petitioner with regard to the replacement of the petitioner with another contractual employee is concerned, it is the specific stand of the University that there are no plans of the University to appoint any other Law Officer on contract basis or outsourcing basis and therefore, the second prayer of the petitioner is also redundant.

However, during submissions, the learned counsel for the petitioner has submitted that the petitioner is entitled to continue on the post of Law Officer because there was a need in the University and therefore, the University be directed to continue her on the post of Law Officer.

A perusal of the Annexure P-7, which is the appointment letter of the petitioner, shows that vide terms and conditions at serial No.1 it has been provided that the petitioner will not be a regular employee of the University and will not be entitled to claim regular pay scale of the post or any other benefits and the University would not be bound to re-engage her on contract after completion of the above term. Therefore, the petitioner does not have any vested right for seeking continuation of the contract. The Hon'ble Supreme Court in '*Yogesh Mahajan V/s. Prof. R.C. Deka, Director, All India Institute of Medical Sciences [2018 (1) SCT 690]*' observed that it is a settled law that no contractual employee has a right to have his or her contract renewed from time to time. Para 6 of the judgment is

reproduced as under:-

'6. It is settled law that no contract employee has a right to have his or her contract renewed from time to time. That being so, we are in agreement with the Central Administrative Tribunal and the High Court that the petitioner was unable to show any statutory or other right to have his contract extended beyond 30th June, 2010. At best, the petitioner could claim that the concerned authorities should consider extending his contract. We find that in fact due consideration was given to this and in spite of a favourable recommendation having been made, the All India Institute of Medical Sciences did not find it appropriate or necessary to continue with his services on a contractual basis. We do not find any arbitrariness in the view taken by the concerned authorities and therefore reject this contention of the petitioner'.

The learned counsel for the petitioner had also during the course of arguments submitted that the petitioner was selected by way of a proper process and therefore, she may also be considered for regularization of her services.

However, a perusal of the advertisement Annexure P-2 in pursuance of which the petitioner was appointed, shows that it was for the purpose for hiring services of competent persons on contract basis on the post of Law Officer and thereafter the candidates were short-listed which is clear from Annexure P-6 whereby the University had informed the petitioner that she has been short-listed for interview to engage Law Officer under Outsourcing Policy Part-II in the University. Therefore, the entire process was for the purpose of appointment on contract basis only and not for the purpose of appointment on regular basis and furthermore, a specific

clause was inserted in the terms and conditions that she will not be a regular employee and will not be entitled to claim regular pay scale and that the University would not be bound to re-engage her after the completion of the above term. Apart from this, the petitioner cannot make any prayer for claim of regularization in view of the law laid down by the Hon'ble Supreme Court in '*Secretary, State of Karnataka and others V/s. Uma Devi and others*' [(2006) 4 Supreme Court Cases 1].

The learned counsel for the petitioner has made yet another submission that the petitioner is entitled to relief in view of the judgment of the Hon'ble Supreme Court in '*State of Haryana and others V/s. Piara Singh and others*' [(1992) 4 Supreme Court Cases 118]. However, in the year 2006 a Constitutional Bench of Hon'ble Supreme Court in Uma Devi's case (supra) has specifically clarified that those decisions which run counter to the principle settled in this decision or on which directions running counter to what has been held will stand denuded of their status as precedents.

In view of the above, nothing survives in the present writ petition and therefore, the same is dismissed.

However, there shall be no order as to costs.

15.03.2021

rakesh

(JASGURPREET SINGH PURI)
JUDGE

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