

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

**CWP-6035-2021 (O&M)
Date of Decision:16.03.2021**

Sushil Kumar

..... Petitioner

versus

The State of Haryana and others

..... Respondents

CORAM : HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA

Present: Mr.Anil Kumar Goyat, Advocate for the petitioner.

TEJINDER SINGH DHINDSA, J. (ORAL)

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

Petitioner is stated to have been working on the post of Canal Patwari on contractual basis since February, 2020. Such contractual assignment has been extended from time to time and now the last extension period is to expire on 17.03.2021.

Instant petition has been filed seeking a mandamus for directing the respondents to continue the petitioner in service on contractual basis till such time the post is not filled up on a regular basis.

Counsel argues that the work and conduct of the petitioner has been exemplary. Petitioner possessed the qualifications of Matriculation and Patwar Pass and now even gained sufficient experience on the post of Canal Patwari and as such is vested with a right to be continued on the post on contractual basis. Reliance has been placed upon the judgment of the Apex

Court in **Hargurpartap Singh vs. State of Punjab and others, 2007(13) SCC 292.**

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

A contractual arrangement in favour of an employee would always be subject to the right of the employer to resort to a method of regular appointment. It would also be open for the employer to dispense with the services of a contractual employee if his work and conduct is found wanting. Further more, if there is no requirement or reduction of workload, it would again be open for the employer to disengage the contractual appointee. Yet again even if there be work, and on account of budgetary/financial constraints the employer chooses not to carry out the work or implement the project in question, it would always be open for the employer not to engage any contractual employee.

Adverting to the facts of the present case even if the assertion made by counsel that there is shortage of Canal Patwaris and as such there being workload is taken at its face value, it would be within the domain and prerogative of the employer to continue with the contractual assignment. There would be no basis for this Court in exercise of its extraordinary jurisdiction to issue directions to the respondent-department/authorities to continue a contractual arrangement. Such decision would be taken by the competent authority on an objective basis keeping in view the relevant parameters of workload, past work and conduct of the contractual employee in question etc.

It is equally settled that one contractual employee cannot be

replaced by another similar arrangement. Reference in this regard may be made to the judgement in **Hargurpartap Singh's case (supra)**. In the instant case it is only an apprehension that is being voiced by the petitioner that he may be replaced by a contractual employee on his current contractual assignment coming to an end on 17.03.2021. There is no material placed on record in the nature of a public notice/advertisement or for that matter a walk-in interview having been fixed to engage other Canal Patwari on a contractual basis and as such for the petitioner to contend that he is about to be replaced by another contractual arrangement.

A writ of mandamus would not issue merely upon an apprehension.

For the reasons recorded above no intervention at this stage is warranted.

Petition dismissed.

(TEJINDER SINGH DHINDSA)
JUDGE

16.03. 2021
sunita

Whether speaking/reasoned	Yes/No
Whether Reportable	Yes/No