

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

LPA-583-2021

Date of Decision:-15.07.2021

Baljeet Singh and Another

... Appellants

Versus

Janak Raj and Others

... Respondents

**CORAM: HON'BLE MR. JUSTICE RAJAN GUPTA
HON'BLE MR. JUSTICE KARAMJIT SINGH**

Present:- Mr. Sourabh Kapoor, Advocate
for the appellants.

KARAMJIT SINGH, J.

Case has been heard through video conferencing on account of
COVID-19 Pandemic.

The appellants have preferred this appeal against the order
dated 19.04.2021 passed by the learned Single Judge whereby the CWP-
2491-2021 filed by respondent No.1-Janak Raj was allowed and the
appointment letters dated 18.5.2020 of the appellants were quashed and

respondent No.1 was ordered to be reinstated and to continue in service till regular incumbents are appointed by the official respondents.

The facts of the case in short are that respondent No.1-Janak Raj and one Karamvir Singh filed two writ petitions challenging their termination orders dated 11.8.2019 and to direct the private respondents to re-engage them on the posts of Lascar on which they were already working on contract basis under outsourcing policy. The writ petitions were contested by the appellants as well as the private respondents.

The learned Single Judge while placing reliance on **Hargurpratap Singh vs. State of Punjab and others 2007(13) SCC 292**, allowed both the said writ petitions in the following terms:-

“In the light of the same, the impugned orders dated 11.08.2019 (Annexure P-1) and 18.5.2020 (Annexures P-4 and P-5) in CWP-2491-2021 are hereby set aside. The petitioners Karamvir Singh and Janak Raj shall continue in service till regular incumbents are appointed by the official respondents. The present petitions stand disposed off accordingly.”

Aggrieved by the said order, the present appeal has been filed by the appellants.

We have heard the counsel for the appellants.

The counsel for the appellants submitted that respondent No.1-Janak Raj and Karamvir Singh were appointed as Lascar on contractual basis by respondent No.4. Their services were terminated on the expiry of their

contract period. The counsel for the appellants further submitted that they had got no right to continue in service beyond the period of their contract of employment. The learned counsel further argued that there was no illegality in the termination orders of respondent No.1 and Karamvir Singh, which are dated 11.08.2019. The learned counsel further argued that after the termination of their services, the posts of Lascar were advertised in the year 2020 and the appellants participated in the selection process and were selected. Both the appellants were appointed as Lascar on contractual basis in the office of respondent No.4. The counsel for the appellants referred to their appointment letters dated 18.5.2020 (Annexures P-4 and P-5). The counsel for appellants further contended that both the appellants were appointed after adopting due procedure and their selection was in accordance with law. While concluding his arguments, the counsel for the appellants contended that impugned order being illegal is liable to be set aside.

We have considered the submissions made by the counsel for the appellants.

Admittedly, respondent No.1-Janak Raj and one Karamvir Singh were engaged as Lascar on contractual basis by respondent No.4. As per Annexure P-2, respondent No.1-Janak Raj was appointed on the abovesaid post on contractual basis through appointment letter dated 4.8.2018 (Annexure P-2). His services were terminated vide letter dated 11.8.2019 (Annexure P-1). There is nothing on record to show that the work

and conduct of respondent No.1 and Karamvir Singh was found unsatisfactory by their employer. Also there is nothing available on the record to establish that the appellants are more qualified and experienced than respondent No.1 and Karamvir Singh. Services of respondent No.1 were terminated vide Annexure P-1 by simply stating that he was engaged on contractual basis for a period of one year only.

As per appointment letter (Annexure P-2), respondent No.1 was appointed purely on contractual basis for a period of not exceeding one year or till the regular selected candidates are appointed, whichever is earlier. It is clear that in the present case, the official respondents tried to replace contractual employees by another set of contractual employees namely appellants. However, the same is not permissible under law as has been held by the Hon'ble Apex Court in **Hargurpratap Singh's** case (supra), which provides that it would not be open for the welfare State to engage employees on contractual basis only to replace such contractual employees by another similar arrangement. But, it is always open for the State Government to fill up the posts by resorting to a regular selection process. However, in the instant case, the posts vacated by respondent No.1 and Karamvir Singh are not filled by regular incumbents, rather they are being replaced by another contractual employees. It being so, the learned Single Judge rightly set aside the appointment letters of the appellants and gave further direction that respondent No.1 and Karamvir Singh to continue in service till regular incumbents are appointed by the official respondents.

In the light of the aforesaid analysis, we do not find any illegality or perversity in the order passed by the learned Single Judge.

Consequently, the present appeal is hereby dismissed being devoid of merits.

(RAJAN GUPTA)
JUDGE

(KARAMJIT SINGH)
JUDGE

15.07.2021
Gaurav Sorot

Whether reasoned / speaking?

Yes / No

Whether reportable?

Yes / No