

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CWP 15711 of 2021 (O&M)

Date of decision : 17.9.2021

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Palvinder Singh

.....Petitioner

vs.

State of Haryana and others

.....Respondents

Coram: Hon'ble Mr. Justice H. S. Madaan

Present: Mr. Chander Shekhar Singhal, Advocate
for the petitioner.

Mr. Sharad Aggarwal, AAG, Haryana.

Mr. Deepak Manchanda, Advocate for respondent No.3
Municipal Corporation, Ambala.

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H. S. Madaan, J.

Case taken up through video conferencing.

Petitioner – Palvinder Singh, s/o Manjeet Singh, resident of House No. 61, Shahpur, Ambala Cantt, District Ambala, has brought the instant writ petition under Articles 226/227 of the Constitution of India, against respondents State of Haryana through its Principal Secretary to Government of Haryana, Commissioner, Municipal Corporation, Ambala; Municipal Corporation, Ambala Cantt., through its Secretary and Executive Officer, Municipal Corporation, Ambala Sadar, District Ambala, craving for issuance of a writ in the nature of certiorari, for quashing of impugned order dated 29.4.2021

(Annexure P-8), passed by respondent No.4, dispensing with services of petitioner.

According to the petitioner, he was appointed as Sweeper on contract basis on the pay rolls of Municipal Council, Ambala on 1.7.2014 and he has been continuing in that service. However, on 29.4.2021, his services had been dispensed with for the reason of showing negligence in his duty. The petitioner is finding fault with such order stating that the respondent Municipal Corporation cannot dispense with his services in such a manner. Reliance has been placed on judgment *Hargurpartap Singh vs. State of Punjab, 2007 (13) SCC 292*, wherein it was held that an employee working on contract cannot be replaced by another contractual employee.

I have heard learned counsel for the petitioner, besides going through the record and judgments referred to by him.

Admittedly, the petitioner had been working on contract basis. His employer being not satisfied with his service has terminated the contract. No fault can be found with such order, so as to interfere therewith, by issuing necessary writ, which is to be done in very exceptional circumstances and not in routine. There is nothing on record to show that the respondent Municipal Corporation, has dispensed with services of the petitioner so as to appoint some other person in his place on contract basis. The judgment referred to by learned counsel for the petitioner, is not applicable due to different facts and circumstances and the context in which such observations had been made.

Therefore, the writ petition is doomed for failure and is dismissed accordingly.

17.9.2021
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(H.S. Madaan)
Judge

Whether speaking / reasoned	Yes / No
Whether reportable	Yes / No