

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

COCP No.1749 of 2021

Date of Decision: 03.12.2021

Rajpal and Ors.

.....Petitioners

Versus

Rakesh Gupta, Addl. Chief Secretary and Ors.

.....Respondents

CORAM: HON'BLE MR. JUSTICE HARINDER SINGH SIDHU

Present: Mr. Jitender S Chahal, Advocate for the petitioners.

Mrs. Mamta Talwar, DAG, Haryana.

HARINDER SINGH SIDHU, J

The petitioners have filed the present petition under Sections 11 & 12 of the Contempt of Courts Act, alleging non-compliance with order dated 16.07.2021 passed in CWP No.12984 of 2021. Said petition has been filed for quashing the action of the respondents vide which the services of the petitioners, who were working as I.T Professionals Multipurpose and Security Guard under respondent No.4-One Stop Centre (Sakhi), Kurukshetra on contract basis (DC rates), had been verbally terminated without issuing any notice or granting opportunity of hearing besides there being no complaint against them. It was also alleged that they had been replaced by another set of contractual employees, which was illegal. Directions were sought that the petitioners be continued on their respective posts on contractual basis till regular appointment was made.

The petition came up for hearing on 16.07.2021. While opining that no ground for interference was made out, this Court disposed of the petition with an expectation that in case, the official respondents were in need of services for the posts, which were manned by the petitioners on contract basis, the petitioners would have priority for being considered to be

re-hired on contract, instead of hiring fresh set of contractual employees. In case, regular appointments were to be made, the petitioners would be allowed to participate in the process. It was held that the petitioners did not have any vested right to insist on their continuation on contract basis. It was noted that the pleadings did not reflect as to who had been proposed to be hired on contractual basis and whether the contractual persons now hired were from the same Service Providers or whether they had been hired prior to the petitioners. It was held that the official respondents as well as Service Providers would be justified in hiring substitute contractual employees, in case, they were senior to the petitioners on the principle of “last come, first go”.

The case of the petitioners is that despite the aforesaid observations in the writ petition, vide order dated 29.06.2021, fresh appointees have been appointed. The petitioners, who are senior have not been considered.

Learned State counsel has placed on record a communication dated 30.04.2021 issued by the District Programme Officer, Women and Child Development, Kurukshetra to the Service Provider. A list of eight employees including the petitioner has been annexed with the said letter. It has been stated that the contractual term of the aforesaid employees had expired on 30.04.2021. Their dealing with the victims, who visit One Stop Centre has not been good. Their overall work and conduct has not been satisfactory. The Service provider was requested that a fresh set of employees be provided in their place. This communication is dated 30.04.2021 i.e prior to the filing of the writ petition. Even the order of appointment of the fresh employees is dated 29.06.2021 which was also

passed prior to the filing of the writ petition. There was no challenge to communication dated 30.04.2021 in the writ petition. It emerges that the services of the petitioner have not been re-engaged in service as their work and conduct was not satisfactory.

Accordingly, no case for contempt is made out and the petition is disposed of as such. However, it would be open to the petitioners to assail the communication dated 30.04.2021 and avail of alternative remedy, if still aggrieved.

December 03, 2021
manoj

(Harinder Singh Sidhu)
Judge

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