

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

CWP-17259-2021(O&M)

Date of decision:-15.12.2021

Makhan Lal Saini

...Petitioner

Versus

State of Haryana and others

...Respondents

CORAM: HON'BLE MR.JUSTICE H.S.MADAAN

Present: Mr.Ravinder Malik, Advocate
for the petitioner.

Mr.B.R. Mahajan, Sr.Advocate with
Ms.Nikita Goel, Advocate and
Mr.Kuldeep Tiwari, Advocate
for the respondents.

Ms.Shubhra Singh, Addl.A.G., Haryana.

H.S. MADAAN, J.

1. Briefly stated, facts of the case, as per version of the petitioner Makhan Lal Saini, aged about 52 years are that he was appointed as Assistant Seed Production Officer (hereinafter referred to as ASPO) on contract basis with Haryana Seeds Development Corporation (hereinafter referred to as HSDC), village Umri, District Kurukshetra vide

appointment letter dated 20.12.2017; his such contract period was extended vide order dated 11.6.2021 passed by respondent No.1 – Secretary to Government of Haryana, Department of Agriculture and Farmers Welfare, Haryana Civil Secretariat, Chandigarh; on 2.4.2021, a complaint was received from Sh.Aditya Bajwan through E-mail in the office of respondents No.1 and 2; in that complaint allegations of committing fraud running into crores of rupees were levelled against Sudhir Mehta of Kaithal and Sushil Kumar of Barot for fake seed supply; that complaint was inquired into but was found to be without merit; petitioner Makhan Lal Saini received a letter bearing No.417 dated 18.3.2021 from the office of respondent No.3 – Regional Manager, HSDC, village Umri, Kurukshetra mentioning that seed production program during Rabi 2020-21 had been allotted to some of the growers in Amupur village without following rules and regulations of HSDC for which a committee consisting of petitioner and three other officials of Umri unit was constituted to give detailed inspection report by 18.3.2021 upto 4 p.m. with documentary proof of the land holding with actual area sown in acres; the petitioner and other members of the committee accordingly submitted the report; then correspondence was exchanged between Regional Manager, HSDC, village Umri and Managing Director of that concern at Panchkula.

2. A memorandum dated 13.5.2021 issued from the office of Managing Director, HSDC, Panchkula was received by petitioner requiring him to file reply thereto within three days from the date of receipt. The petitioner accordingly submitted his reply pleading that he

had not committed anything wrong while supplying seeds to the growers namely Sh.Parvesh Vohra and others. He had mentioned that the crops of the growers were physically inspected by all the members of the committee and were found to be existing on the spot. However, without considering that reply, Managing Director, HSDC, Panchkula passed order dated 25.6.2021, vide which services of the petitioner were ordered to be dispensed with from that very date. Pursuant to that order Regional Manager, HSDC, Village Umri, Kurukshetra issued relieving order dated 26.6.2021.

3. The petitioner had approached this Court for quashing of orders dated 25.6.2021 and 26.6.2021 by filing CWP No.11779 of 2021. The said writ petition along with CWP No.12206 of 2021 titled as “Rajiv Kumar Versus State of Haryana and others” were taken up together and were ordered to be disposed of as not pressed in view of the statement made by Senior Counsel appearing for the respondent – HSDC to the effect that impugned orders dated 25.6.2021 and 26.6.2021 be treated as withdrawn and that any allegations mentioned in the impugned orders, which stood withdrawn, would not come in the way of petitioners as far as the respondents were concerned.

4. Accordingly, in terms of order dated 19.7.2021, petitioner approached office of respondent No.2 – Managing Director, HSDC, Panchkula submitting representation dated 19.7.2021. However, vide order dated 12.8.2021, the request of petitioner to allow him to join his duties on account of withdrawal of earlier termination and relieving order, was rejected and his contract period was not extended after 30.6.2021.

5. Feeling aggrieved, the petitioner has brought the present civil writ petition praying for issuance of a writ in the nature of certiorari for quashing of impugned order dated 12.8.2021 passed by respondent No.2 Managing Director, HSDC, Panchkula and for his reinstatement in service along with all consequential benefits.

6. Notice of the writ petition was given to respondents, who put in appearance through their counsel.

7. I have heard learned counsel for the parties besides going through the record and I find that the present writ petition is devoid of any merit and is doomed for failure.

8. A perusal of the appointment letter dated 20.12.2017 of the petitioner placed on record by him as Annexure P1, goes to show that his appointment was purely on contract basis for a period of one year at DC rate of Rs.16,000/- as consolidated salary and his appointment could be terminated at any time without assigning any reason or giving any notice. He was informed that it was only a stop gap arrangement till the regular candidate from Haryana Staff Selection Commission was made available or the post was in existence or till the work was required. As such, the petitioner had no claim or right for regularization. He was required to furnish an agreement on a non-judicial stamp paper worth Rs.15/- as per proforma. That means the petitioner was appointed on contractual basis only, initially for a period of one year. His term stood extended from time to time and vide Annexure P2 term of the petitioner and seven others working as ASPO was extended from 1.1.2021 to 30.6.2021.

9. Admittedly, the term of the petitioner has not been extended

after 30.6.2021 and rather vide letter dated 25.6.2021, copy Annexure P11 his services were dispensed with w.e.f. 25.6.2021. In case of contractual employees, there cannot be any automatic extension in service, rather in this case instead of granting extension in service, his such services have been dispensed with.

10. Learned counsel for the petitioner has contended that in letter Annexure P11 dispensing with services of the petitioner, it has been mentioned that since reply filed by him to memorandum dated 13.5.2021 was not found satisfactory and he was found fully responsible for conducting fake inspection of fields and intake of fake raw seed from fake seed growers, therefore his services were being dispensed with and such allegations are stigmatic in nature for which an inquiry in the matter ought to have been conducted, which was not so done, therefore, the order dated 25.6.2021 is illegal, null and void.

11. However, learned Senior Counsel appearing for the respondents has contended that this order has since been withdrawn by respondent – Corporation and services of the petitioner were dispensed with because he had completed the term as per contract, which had already expired and as per statement made by him, in case the petitioner had any claim for salary or any other admissible monetary benefit for any period before the expiry of that contract then he could file a representation, which would be considered and if any salary or other monetary benefit was found yet to be released, the same would be released. He has pointed out to the order passed in CWP-11779-2021 decided on 19.7.2021 placed on file by the petitioner himself as

Annexure P13, wherein it is mentioned that on Senior Counsel for the respondent – Corporation making such statement further stating that any allegations mentioned in the impugned order, which stood withdrawn would not come in the way of the petitioner as far as the respondents were concerned. With order being withdrawn, the grouse of the petitioner that his services have been dispensed with by passing stigmatic order stood redressed and counsel for petitioner had as such withdrawn the writ petition with liberty to file representation before the respondents. Accordingly that writ petition was dismissed as withdrawn.

12. It being so, the present writ petition filed by the petitioner was totally unwarranted and uncalled for. The petitioner having withdrawn the earlier writ petition after hearing the statement made by counsel for the respondent that impugned order dated 25.6.2021 had been withdrawn and services of the petitioner had been dispensed with on expiry of contract period, now it is not open to the petitioner to come to the Court again seeking reinstatement in service and challenging the representation or order rejecting his representation with regard to non grant of extension in service. With the withdrawal of the first writ petition, the dispute with regard to non-grant of extension in service to the petitioner stood settled and it cannot be reopened again. If for a moment, it is taken that petitioner was not satisfied with the statement made on behalf of respondents by their counsel that impugned order dated 25.6.2021 stood withdrawn that services of the petitioner had been dispensed with on completion of the contract period, then the first petition should not have been withdrawn at all and rather the petitioner could have

got the petition amended seeking extension in service/reinstatement but that was not done. The petitioner had neither prayed for nor was granted liberty to file another writ petition on the same cause of action craving for reinstatement in service or extension in his contract period. The only liberty granted to him was for moving a representation to the respondents to claim admissible monetary benefit for any period before the expiry of contract period. The petitioner had accordingly done so. Though in the representation, he had asked for extension of his contract period and reinstatement also but that was beyond the scope of the representation, which he was granted liberty to submit. The respondent – HSDC had disposed of the representation informing that the claim of the petitioner with regard to five days salary w.e.f. 25.6.2021 to 30.6.2021 had been accepted. However, after considering the unsatisfactory performance report received from Regional Manager, HSDC, Umri, District Kurukshetra and his antecedents his contract period was not extended after 30.6.2021. The said communication dated 12.8.2021 is Annexure P15. The services of the petitioner having already been dispensed with on 30.6.2021, this communication was made when petitioner was no longer in service and the language used that his contract period was not extended due to unsatisfactory performance report by Regional Manager, HSDC, Umri and his antecedents cannot be taken to be stigmatic in nature. If an employer does not extend the contract period of the employee then most of the times, there is element of not satisfaction with the work and conduct of such employee, though that may not be clearly mentioned in the order for non-grant of further extension in service. That factor cannot

be exaggerated and blown out of proportion so as to term it as stigmatic in nature.

13. Learned counsel for the petitioner has referred to judgment passed by a Single Bench of this Court in CWP-19281-2018 titled **Rashmi Sharma Versus Mewat Development Agency and others.**

However, facts of that case were quite different inasmuch as employee working on contractual basis was terminated by placing reliance upon some reports submitted by Principal, Mewat Model School, with which she was confronted. It was observed that respondents in such circumstances were required to find veracity and genuineness of the alleged complaint/allegations. In this case, on receipt of complaint, the matter was got inquired into, show-cause notice was issued to the petitioner, his response thereto was obtained and then it was decided not to extend his contract period. Even otherwise, the language used in the orders challenged in the first civil writ petition, which were alleged to be stigmatic, no longer has any relevance with the orders in question being withdrawn. Therefore, this judgment is not helpful to the petitioner.

14. In judgment **State of Maharashtra & Ors. Versus Anita & Anr. Etc.** passed by the Apex Court in Civil Appeal Nos.6132-33 of 2016 arising out of SLP(C) Nos.34788-34789 of 2012, while dealing with a matter of contractual appointments, the Apex Court had observed that once the terms and conditions of appointments providing for contractual ad hoc appointment, were accepted, the appointees cannot question the validity thereof and claim that the appointments were regular in nature.

15. Under the circumstances, no illegality or infirmity is found

with the impugned order. The petitioner has no right for reinstatement and/or extension in service. The Writ petition is without merit and is dismissed accordingly.

15.12.2021

Brij

(H.S.MADAAN)**JUDGE****Whether reasoned/speaking : Yes/No****Whether reportable : Yes/No**