

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CWP 18556 of 2021 (O&M)

Date of decision : 17.9.2021

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Manju Devi

.....Petitioner

vs.

State of Haryana and others

.....Respondents

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

Present: Mr. Sube S. Kaushik, Advocate
for the petitioner.

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H. S. Madaan, J.

Case taken up through video conferencing.

Petitioner – Manju Devi w/o Sh. Parveen Chahal, aged about 28 years, resident of House no. 33/5, Near Baba Dayalgiri Dera Alewa, Tehsil Alewa, District Jind, has brought the instant writ petition under Articles 226/227 of the Constitution of India, against respondents State of Haryana through its Principal Secretary Co-operative Societies Department Haryana Civil Secretariat, Sector 17, Chandigarh; Registrar Co-operative Societies Department Haryana, Panchkula; Managing Director, The Haryana State Cooperative Apex Bank Ltd., Head Office, Bank Square, Chandigarh; General Manager, The Jind Central Cooperative Bank Ltd., Head Office Jind, District Jind and Branch Manager, Alewa Branch, the

Jind Central Cooperative Bank Ltd., Head Office Jind, District Jind , for issuance of a writ in the nature of certiorari, for quashing of impugned order dated 2.8.2021 (Annexure P-4), vide which she has been relieved from service.

According to the petitioner, she was appointed on the post of Clerk with respondents, after following due procedure and completion of necessary formalities, though her appointment was on contractual basis. Suddenly, on 2.8.2021, respondent-bank terminated the services of the petitioner without giving her any opportunity of hearing. The petitioner alleged that after dispensing with her services, the respondents want to appoint some other person in her place on contractual basis, which is not permissible as per law. Though she had served a legal notice upon the respondent – bank on 18.8.2021, but the bank sent frivolous reply to the said notice.

According to the counsel for the petitioner, as per law settled in judgment *Hargurpartap Singh vs. State of Punjab, 2007 (13) SCC 292*, a contractual employee cannot be replaced by another contractual employee. He has also relied upon judgments of this Court, *Shiv Kumar and another vs. State of Haryana and another, passed in CWP No. 17441 of 2013 on 3.8.2016* and *Umed Singh vs. State of Haryana and others passed in CWP 8019 of 2017, decided on 26.2.2019*, in support of his contention.

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

I find that the writ petition is doomed for failure. The

services of petitioner were hired by the respondent-bank by way of outsourcing i.e. through M/s Oscar Security Fire and Services Agency. In that way, there is no relationship of employer and employee between the respondents and the petitioner. In the judgment passed by a Co-ordinate Bench of this court, *Vikash vs. The State of Haryana and others, passed in CWP 19762-2018, decided on 11.12.2019*, under the similar circumstances, the writ petition filed by the petitioner was dismissed.

Furthermore, the allegations levelled in the writ petition that the respondents want to replace the petitioner by another employee on contract basis are quite vague and un-convincing. There is nothing on record to show that. Rather, letter dated 2.8.2021, written by respondent-bank to M/s Oscar Security Fire and Services Agency, Manimajra Chandigarh, goes to show that such firm had been providing services of man power to the bank on contractual basis, in terms of the agreement and since computer diploma of the petitioner was not found to be valid, as per condition of the agreement, her services had been terminated and her replacement was to be sent. If the bank was not satisfied with the qualification and services rendered by the petitioner, it could ask the service provider to send a replacement. The petitioner cannot have any cause of action against the respondents, so as to file the present writ petition. She cannot insist to continue in service of the respondent-bank against its wishes. Therefore, the judgments referred to by the learned counsel for the petitioner are 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