

**IN THE HIGH COURT OF PUNJAB & HARYANA  
AT CHANDIGARH  
CWP No.19626 of 2020 (O&M)  
Date of Decision: 02.03.2021**

Shani Kumar

.....Petitioner

Versus

Indian Oil Corporation Limited and others

.....Respondents

**CORAM: HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA**

Present:- Mr. Satyam Tandon, Advocate for the petitioner.

Mr. Anand Chhibbar, Sr. Advocate with  
Mr. Vaibhav Sahni, Advocate for the respondents.

\*\*\*\*\*

**TEJINDER SINGH DHINDSA J.(Oral)**

This case has been taken up through Video Conferencing via Webex facility in the light of Pandemic Covid-19 situation and as per instructions.

Counsel for the parties have been heard at length.

Petitioner was offered the post of Junior Engineering Assistant-IV (Production) at Panipat Refinery under the aegis of the Indian Oil Corporation vide appointment letter dated 13.06.2016.

Instant writ petition is directed against an order of termination dated 14.08.2017 (Annexure P-9) as also a subsequent order dated 15.09.2017 (Annexure P-11) whereby the action of termination stands reiterated.

On a previous date of hearing i.e.14.01.2021 counsel representing the petitioner had made a statement that he is not pressing the instant petition insofar as challenge to the action of termination but would confine the scope of the petition only as regards being released salary for a period of one month

in lieu of notice period.

Counsel at that point of time had urged that prior to issuance of the termination order, no notice had been served upon the petitioner.

In the light of such limited prayer, Mr. Anand Chhibar, Senior Advocate, representing the respondent-Indian Oil Corporation had been requested to complete instructions.

An affidavit dated 01.03.2021 of Sh. Vivek Narain, General Manager Employee Relation of Indian Oil Corporation Limited, Panipat Refinery & Petrochemical Complex, Panipat, Haryana, has been filed. A copy has also been forwarded to counsel opposite. Perusal of the affidavit reveals that the limited prayer of the petitioner to be released the salary for a period of one month in lieu of notice period has not found favour with the respondent-Corporation.

The Corporation relies upon Clause 22 of the offer of appointment Junior Engineering Assistant-IV (Production) dated 13.06.2016 and which reads in the following terms:-

***“Notwithstanding anything to the contrary herein contained, the corporation shall be at liberty to withdraw or terminate this offer letter forthwith upon or at any time on the happening of the following:***

***(a) If any information given by you in your application for appointment or in any other document connected therewith or filed in support thereof is found to be untrue or incorrect;***

***(b) If you have concealed any information,***

***which if disclosed, would have disentitled you to secure this post.”***

In the affidavit it has been deposed that the petitioner at an earlier point of time had appeared in a selection process conducted for the post of Junior Engineering Assistant-IV (Production) notified by Mathura Refinery during 2015-2016. Petitioner had been short-listed for the post and had undergone pre-employment medical examination on 05.04.2016 and was declared medically unfit for the reason “***Partial Colour Blindness***”. Upon re-examination of the petitioner by a medical board on 26.04.2016, petitioner was again declared medically unfit on account of “***Partial Colour Blindness***” and which is seen as a disqualification as per clause 6.20 of the guidelines and criteria for physical fitness for employment to the post in question. However, while applying subsequently for the same very post at Panipat Refinery, petitioner had disclosed the fact that he had earlier applied with the Mathura Refinery but under the column of nature of disability and physical handicap he had stated -“***Nil***”. Clearly the petitioner had not furnished correct information and rather concealed relevant information. As per Clause 22 of the Offer of Appointment reproduced hereinabove, if any information furnished in the application form is found incorrect or if there be concealment of any information, the candidate is liable to be held dis-entitled to secure the post and the services are to be terminated forthwith.

Action to be taken under Clause 22 of the Appointment Letter does not contemplate any notice period to be served upon the candidate concerned. Even during the course of hearing today Mr. Satyam Tandon

learned counsel has made an attempt to support the prayer by adverting to Clause 3 and 4 of the appointment letter dated 13.06.2016. For facility of reference Clause 3 and 4 are reproduced herein below:-

3. *“You will be on probation for a period of six months from the date you join the post, which may be extended depending upon your performance, application, attendance, verification of character and antecedents, caste and bearing at the sole discretion of the Management. If your work is found to be satisfactory during the probation period and verification of your caste (applicable for SC/ST/OBC), character and antecedents are also found satisfactory, you may be confirmed in service. Your services will not be regarded as confirmed until a letter of confirmation is issued by the Management. Your services can, however, be terminated at any time during the probation period without notice or assigning any reason whatsoever.*

4. *The Management reserves the right to terminate your appointment at its absolute discretion after giving you one month's notice or on payment of one month's wages in the lieu of notice without assigning any reason. Similarly, you shall be at liberty to resign from the service after giving one month's notice. The power to terminate your services will vest with the Authority as specified in the Standing Orders as applicable to you. Copy of Certify Standing Orders shall be handed over to you at the time*

***of joining.”***

A conjoint reading of clauses 3 and 4, make it clear that the petitioner who been placed on probation for an initial period of six months, his services were not be regarded as confirmed until a letter of confirmation was issued by the Management. Furthermore, services of the petitioner could be terminated at any time during the probation period without notice or assigning any reason whatsoever.

On a specific query having been put counsel for the petitioner would concede that no letter of confirmation was issued by the management. In other words the action of termination has been taken while the petitioner was under probation. Clause 4 would have its operation only as regards a confirmed employee. In any event the termination in the case in hand is on the basis of concealment of information by the petitioner at the stage of submitting application for the post and as per Clause 22 of the Offer of Appointment dated 13.06.2016.

This Court does not find any flaw/infirmity in the stand taken in the affidavit dated 01.03.2021 filed on behalf of the respondent-Indian Oil Corporation.

No merit.

Petition dismissed.

**(TEJINDER SINGH DHINDSA)**  
**JUDGE**

**March 02, 2021**

*shweta*

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No