

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

LPA No. 1087 of 2021 (O&M)
Date of decision:- 16.11.2021

Rakesh KumarAppellant
Versus
State of Haryana and others ...Respondents

**CORAM: HON'BLE MR. JUSTICE RAVI SHANKER JHA, CHIEF JUSTICE
HON'BLE MR. JUSTICE ARUN PALLI, JUDGE.**

Present:- Mr. Rakesh Nagpal, Advocate, for the appellant.
Mr. Deepak Balyan, Addl. Advocate General, Haryana.

(The aforesaid presence is being recorded through video conferencing since the proceedings are being conducted in virtual Court).

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RAVI SHANKER JHA, CHIEF JUSTICE (oral)

The appellant is aggrieved by an order dated 28.09.2021 passed by the learned Single Bench whereby his petition to quash the order dated 27.04.2021, rejecting his prayer to continue him in service, has since been dismissed.

The appellant was appointed as Chowkidar-cum-Mali by the respondent-society on contract basis for a period of 15 days from 19.09.2018 to 03.10.2018. Whereafter, his services were again hired from 17.01.2019 to 30.03.2019. And lastly, vide appointment letter dated 27.03.2019, he was engaged for a period of six months i.e. from 01.04.2019 to 29.09.2019. Whereafter, even though he repeatedly represented to the respondent-authorities to renew his contract and even served a notice dated 10.07.2020, but to no avail. Then, he filed a Civil Writ Petition No. 4851 of 2021, which was disposed of by this Court on 02.03.2021, directing the respondent-authorities to decide the legal notice, they were served with, within a period of one month. And in compliance of the orders passed by this Court, the authorities, upon due consideration of the matter, however, vide order dated 27.04.2021, rejected the claim of the appellant. As indicated above, the

appellant assailed the said order vide a writ petition, which was dismissed vide impugned order and judgment.

An analysis of the record shows that the learned Single Judge dismissed the petition for the appellant was engaged purely on contractual basis and the period for which he was employed had concededly expired. Further, for the period the appellant served the respondent society, his work and conduct was not satisfactory. He was issued five memos/show cause notices dated 12.03.2019, 10.05.2019, 20.06.2019, 11.7.2019 and 24.07.2019, but he failed to show any improvement. The learned Single Judge observed that the authorities, while rejecting the claim of the appellant, vide order dated 27.04.2021, had referred to an incident that occurred on 02.11.2018 and 14.11.2018 when the appellant had taken a sum of Rs. 8800/- from the office of Sub Divisional Magistrate, Hisar but failed to deposit the same in the centre of the respondent society. However, that was owing to an order dated 02.03.2021 passed by this Court in Civil Writ Petition No. 4851 of 2021 filed by the appellant, vide which the authorities were required to examine the grievances of the appellant and decide his legal notice dated 10.07.2020 (ibid). For originally the appellant was simply discharged from service on completion of his contractual period without making any comment against the appellant or his work and conduct. In the given circumstances, it was observed that the observations recorded by the authorities in the impugned order dated 27.04.2021 could not be termed as stigmatic. Further, the appellant served the respondent-society for a very short period of 1½ years and was disengaged by the respondent society owing to financial constraints.

We have heard learned counsel for the appellant at length and perused the record.

Concededly, the appellant was engaged for a specific period on contractual basis. It is not disputed either that he stood discharged or disengaged on the expiry of the period for which he was appointed. Thus, in terms and the nature of his employment, he ceased to be in service of the respondent-society since October-2019. Upon being pointedly asked, learned counsel for the appellant could not refer to anything on record or cite any decision to show if, in the given circumstances the respondent-society could be forced to renew the service contract of the appellant or reinstate him in service. Likewise, the argument advanced by learned counsel for the appellant that as persons junior to the appellant were retained in service, the respondent-society ought to have continued him in service is wholly misconceived. The position that remains uncontroverted on record is that no seniority list of the employees hired on contractual basis was maintained by the respondent-society. Be that as it may, the nature of the employment of the appellant being purely contractual and time specific, he possessed no legally enforceable right to command the authorities to renew his contract.

In view of the aforesaid, we do not find any illegality, perversity or irregularity in the impugned order passed by the Single Bench warranting interference in this Letters Patent Appeal which is accordingly dismissed.

It is, however, observed that this Court has not expressed any opinion on the issue of maintainability of the writ petition against the respondent-society which issue is left open to be decided in an appropriate case.

(RAVI SHANKER JHA)
CHIEF JUSTICE

(ARUN PALLI)
JUDGE

16.11.2021
ravinder

Whetherspeaking/reasoned	Yes/No
Whetherreportable	Yes/No