

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP No. 22063 of 2021 (O&M)

Date of Decision:01.11.2021

Sonu

.....Petitioner

Versus

State of Haryana and others

..... Respondents

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. K.S.Dhanora, Advocate
for the petitioner.

Ms. Kirti Singh, DAG., Haryana.

LISA GILL, J(Oral).

Prayer in this writ petition is for a direction to the respondents not to replace the petitioners by another contractual employee, especially in view of the judgement of the Hon'ble Supreme Court in **Hargurpartap Singh Vs. State of Punjab and others, 2007 (13) SCC 292.**

Petitioner was admittedly appointed as a peon in March 2017 through an outsourcing agency, which has however not been impleaded as party in this writ petition. Though, not mentioned in the writ petition, learned counsel for the petitioner submits that the petitioner continued to work till September 2018.

Present writ petition has been filed in October 2021, with the argument that the petitioner was removed without any notice and another person appointed in his place on contractual basis in an illegal manner. Reliance is placed on the judgement of the Hon'ble Supreme Court in **Hargurpartap Singh's case (supra).**

I have heard learned counsel for the petitioner and have gone through the file with his assistance.

The issue raised in this writ petition is squarely covered by the decision of the Division Bench in **Nishan Singh and others Vs. State of Punjab and others, 2014(1) SCT 33**, wherein it has been clearly held that *“it was the service provider who entered into an agreement with the State agency to provide work force on certain terms and conditions. The service provider selected the candidates and supplied the same to the Government Department. A service provider is not an agency of the State to make recruitment against the civil posts. The acceptance of claim of the appellants shall amount to back door entry to public employment in total disregard to the mandate of Articles 14 and 16 of the Constitution”*.

In similar circumstances, this Court in **CWP No.11911 of 2020 (Joginder Singh v. State of Haryana and others)** rejected a similar claim. Reference can gainfully be made to decision dated 28.11.2018 in **CWP No.29655 of 2018 titled Anmol Garg and another v. State of Punjab and others**, which was upheld in LPA-1910-2018 with the following observations:-

“Learned Single Judge finding that the appellant was an employee of outsourcing agency which was having a license under the contract to supply manpower held there was no privity of contract between the appellant and the employer and she was not even a contractual employee. The principle being canvassed before us applies only in case there is a privity of contract between the employee and the employer. In the case in hand, the appellant was an employee of the service provider. The benefit of the said principle is not liable to be extended to her and, thus, we do not find any illegality committed by learned Single Judge in dismissing the writ petition.”

Similar was the fate of **CWP No.19762 of 2018 titled Vikash v. The State of Haryana**. Hon'ble Supreme Court in **Yogesh Mahajan**

versus Prof. R.C. Deka, 2018 (3) SCC 218 has reaffirmed that even a contractual employee does not have a vested right to have his or her contract renewed from time to time.

Keeping in view the facts and circumstances, no ground is made out for any interference in this writ petition.

No other argument has been raised.

Accordingly, present writ petition is dismissed.

01.11.2021
s.khan

[LISA GILL]
Judge

Whether speaking/reasoned : Yes/No.
Whether reportable : Yes/No.