

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

Civil Writ Petition No.946 of 2022

Date of Decision: February 02 , 2022.

Narender

..... PETITIONER(s)

Versus

State of Haryana and others

..... RESPONDENT(s)

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. Jasbir Mor, Advocate
for the petitioner.

Mr. Kiran Pal Singh, AAG, Haryana.

Mr. Sunil Kumar Goswami, Advocate
for respondent No.4.

1. Whether reporters of local papers may be allowed to see the judgment?
2. To be referred to the reporters or not?
3. Whether the judgment should be reported in the digest?

LISA GILL, J.

This matter is being taken up for hearing through video conferencing due to outbreak of the pandemic, COVID-19.

This writ petition has been filed by the petitioner seeking quashing of notice dated 07.01.2022 issued by respondent No.4, namely, Ajay Securities and Placement (Registered) intimating the petitioner that his services shall stand terminated after 15 days.

It is not denied that the petitioner was engaged on contract basis through an outsourcing agency i.e., respondent No.4. It is averred that the

petitioner worked w.e.f. 27.06.2015 to 31.03.2018 and thereafter from 01.06.2020 he has been working on the post of Sweeper-cum-Mali. Learned counsel for the petitioner is unable to deny that there is no privity of contract between the petitioner and the official respondents. Therefore, the present writ petition is clearly not maintainable.

The controversy at hand is no longer *res integra*. Gainful reference can be made to a judgment of a coordinate Bench in **CWP-29655-2018** (Anmol Garg and another v. State of Punjab and others), which has been upheld in **LPA-1910-2018** (Sharanbir Kaur v. State of Punjab and others). The First Division Bench of this Court in **LPA- 1910-2018** upheld the decision of the Single Bench while specifically observing as under:-

“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.”

Reference in this regard can also be made gainfully to **CWP-19762-2018**, (Vikash v. The State of Haryana and others).

A Division Bench of this Court in **Nishan Singh and others v. State of Punjab and others, 2014 (11) RCR (Civil) 262** has clearly observed that a service provider is not an agency of the State. The service provider enters into an agreement with the State agency to provide the work force on certain terms and

conditions. The candidates are selected by the service provider and supplied to the Government department. Thus, in this scenario it cannot be held that there is any privity of contract between the contractual employees and the State/department. In this view of the matter, I do not find it appropriate or the necessity to delve in the averments regarding action being allegedly taken by respondent No.4 on directions of the official respondents.

Keeping in view the definitive pronouncement of the Division Bench of this Court, I do not find any ground for interference in this writ petition.

Accordingly, this writ petition is dismissed with no order as to cost. Needless to say, the petitioner is at liberty to avail the remedy/remedies as is/are available to him for redressal of grievance as raised in the writ petition, in accordance with law.

February 02 , 2022.
'om'

(LISA GILL)
JUDGE

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