

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

**CWP-2952-2022**

**Date of decision: 10.03.2022**

|                             |                |
|-----------------------------|----------------|
| AJAY SINDHU AND ANOTHER     | ...Petitioners |
|                             | V/S            |
| STATE OF HARYANA AND OTHERS | ...Respondents |

**CORAM: HON'BLE MR. JUSTICE ARUN MONGA**

Present: Mr. Sandeep K. Sharma, Advocate,  
for the petitioners.

Ms. Kirti Singh, DAG, Haryana.

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**ARUN MONGA, J. (ORAL)**

Petition herein, inter alia, is for issuance of a writ in the nature of mandamus directing the respondents to take back the petitioners into service on contract basis and adjust them as 'Data Entry Operators' in the office of Deputy Excise and Taxation Commissioner (Sales Tax) Sonipat, Haryana.

2. Learned counsel for the petitioners submits that the petitioners were appointed on the post of Computer Operator on contract basis through outsourcing policy Part-I framed by the Government. He submits that no regular employee has joined the duties in place of the petitioners. However, the services of the petitioners have yet been summarily terminated by the respondent. He submits that petitioners qua their aforesaid grievance submitted representation with regard to their non re-engagement. Thereafter, petitioners filed CWP No.23676 of 2021, which was disposed of with a direction to the competent authority to look into the grievance of the petitioners as per representation. Vide impugned order dated 23.12.2021 (Annexure P-18) respondent No.4 rejected the claim of the petitioners. Hence, the instant petition.

3. On advance service, learned State counsel joins proceedings and strenuously opposes the petition.

4. I have heard learned counsel for the parties and gone through the case file.

5. Concededly, the petitioners' services were hired on contract. The contractual employee has only very limited rights confined within the four corners of the contract of employment. It is the prerogative of an employer to continue and/or discontinue with the contractual services in terms of the contract. I am of the view that on the short ground of being a matter of contract, this Court ought not to exercise its extraordinary writ jurisdiction.

6. This Court would refrain from interfering in the domain of the employer's discretion to engage employees on contract.

7. Dismissed. However, dismissal of the petition would not come in the way of petitioners claim on the principle of 'Last come First go' and in case services of others have been engaged on contract by disengaging the petitioners, despite their having rendered more service in past, their case would be re-considered by respondent No.3-Excise and Taxation Commissioner, who is over all in-charge of deployment of Human Resources on contract in his department.

**10.03.2022**  
vandana

**(ARUN MONGA)**  
**JUDGE**

Whether speaking/reasoned:  
Whether reportable:

Yes/No  
Yes/No