

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

124

CWP No.2953 of 2022
DATE OF DECISION : 17th FEBRUARY, 2022

Jyoti

.... Petitioner

Versus

Union of India & others

.... Respondents

CORAM : HON'BLE MR. JUSTICE RAJBIR SEHRAWAT

* * * *

Present : Mr. Ramneek Vasudeva, Advocate for the petitioner.

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RAJBIR SEHRAWAT, J. (Oral)

The present petition has been filed under Articles 226 & 227 of the Constitution of India, seeking issuance of a writ in the nature of certiorari for quashing of order dated 02.02.2022 (Annexure P-17) vide which respondent No.5 has terminated the services of the petitioner by passing a totally non-speaking order, without holding enquiry or without affording any opportunity of personal hearing; along with certain other prayers.

Notice of motion.

Mr. Arun Gosain, Sr. Panel Counsel for Union of India, accepts notice on behalf of the respondents.

The perusal of the record shows that the petitioner was engaged as Female Attendant by the respondents on contractual basis. De hors any other rule or instructions applicable, the terms of agreement provided that respondents reserve the right to terminate the service of the petitioner by giving 30 days' notice or by paying remuneration in lieu of notice period; at any time during the tenure of the contract. The counsel for the petitioner has asserted that the petitioner was not given this notice

even as per the terms of the contract. The counsel for the petitioner has also submitted that since the petitioner has wrongly been terminated in violation of the agreement, therefore, she should be ordered to be reinstated into service.

The counsel for the respondents has not been able to even rebut this assertion, although it has been submitted by him that the service of the petitioner was terminated after giving show-cause notice. However, the show-cause notice issued for alleged deviation from the duty is not the same thing as the notice required for terminating the service.

Accordingly, this court does not find any substance in the argument of the counsel for the petitioner qua re-instatement. Even if there is any violation of the terms of contract while terminating service of a contractual employee, then also the contract of service cannot be specifically enforced through re-instatement. In such situation, the terminated employee can, at the best, get the salary for the notice period. This has been so held in case of *Executive Committee of Vaish Degree College, Shamli and others v. Laxmi Narain and others*, AIR 1976 SC 888,

In view of the above, while upholding the order passed against the petitioner qua termination of service; the respondents are held liable to pay to the petitioner salary for one month in lieu of the notice period. Accordingly, the present petition is disposed of.

17th FEBRUARY, 2022
'raj'

(RAJBIR SEHRAWAT)
JUDGE

<i>Whether speaking/reasoned:</i>	<i>Yes</i>	<i>No</i>
<i>Whether Reportable:</i>	<i>Yes</i>	<i>No</i>