

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

CWP-3280-2022

Date of decision: 21.02.2022

Pritam and others

...Petitioners

V/S

State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present: Mr. Sandeep Kumar Goyat, Advocate,
for the petitioners.

Mr. Sharan Sethi, Additional A.G., Haryana.
(Presence marked through video conference)

ARUN MONGA, J. (ORAL)

Petitioners herein, *inter alia*, seek issuance of a writ in the nature of certiorari to quash the impugned orders dated 06.10.2021 and 27.12.2021 (Annexures P-11 and P-12).

2. Learned counsel for the petitioners submits that petitioners were hired on contract basis against the sanctioned posts under the Mission Director, National Health Mission, Haryana i.e. respondent No.2 way back in the year 2013 and their contract was extended from time to time on yearly basis. He submits that petitioners were given salary out of User Fee of Civil Hospital Hansi and their EPF was also deducted. Respondent No.2 wrote a letter dated 27.12.2021 to respondent No.5 regarding adjustment of manpower engaged under User Fee Fund under the State Outsourcing Policy under State budget which is against the Service bye-laws, 2018. He submits that there is available work load and no new appointment has been given to any regular employee. Furthermore, the NHM scheme is still continuing. There is no insufficiency of funds with the NHM. Respondent No.2 is making an attempt to prevent the petitioners from getting the

benefits given to similar contractual employees under the Service Bye-laws 2018 after completion of 5 years of contractual service in NHM. He submits that the removal of the petitioners from service would cause great hardship to them because there are no chances for further employment under the Government as the three petitioners have crossed the maximum age limit for getting the employment. 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 perused the paper book.

5. Concededly, petitioners' services were hired on contract basis. 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. This Court would refrain from interfering in the domain of the employer's discretion to engage employees on contract.

6. No ground for interference by this Court is made out. Dismissed. However, petitioners are at liberty to pursue their cause with the competent authority.

21.02.2022

Vandana

**(ARUN MONGA)
JUDGE**

Whether speaking/reasoned:

Yes/No

Whether reportable:

Yes/No