

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

CWP-3522-2022

Date of decision: March 24, 2022

Rahul

....Petitioner

versus

State of Haryana and others

....Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present: Mr. Anil Kumar Sharma, Advocate for the petitioner.

Ms. Kirti Singh, DAG Haryana.

ARUN MONGA, J. (ORAL)

Petition herein, *inter alia*, is for issuance of a writ in the nature of Mandamus directing the respondents to allow the petitioner to continue working as Peon on contract, unless a vacancy is needed for appointing regularly selected candidates.

2. Learned counsel for the petitioner submits that the petitioner was appointed on the post of Peon on contract basis after considering him eligible for the same. The services of the petitioner were terminated by respondent No.3 without giving any explanation or reasoning despite his satisfactory work. He submits that services of the petitioners cannot be terminated arbitrarily and he is to be replaced by the regularly selected persons only. He submits that *qua* aforesaid grievance, petitioner had sent legal notices dated 02.11.2021 and 30.11.2021, but to no avail. Hence, the instant petition.

3. On advance service, learned State counsel appears and strenuously opposes the petition on the ground that the petitioner is not even

an employee of any of the official respondents and the services were outsourced through contractor-respondent No.4.

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

5. In the absence of any appointment letter appended to the writ petition and/ or otherwise for lack of clarity on the terms of appointment of the petitioner, I am not inclined to interfere in the extra-ordinary writ jurisdiction.

6. Concededly, the petitioner's services were outsourced through respondent No.1. 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.

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

8. Dismissed with liberty to the petitioner to seek appropriate alternative remedy as may be advised and available in law.

(ARUN MONGA)
JUDGE

March 24, 2022
mahavir

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No