

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

CWP-4461-2021 (O&M)

Date of decision: September 06, 2022

Sunita Sahu

.....Petitioner

versus

State of Haryana and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present: Mr. Manoj Kumar Sood, Advocate for the petitioner.

Ms. Mamta Singla Talwar, DAG Haryana.

ARUN MONGA, J. (ORAL)

Petition herein, *inter alia*, is for issuance of a writ in the nature of Certiorari for quashing letter dated 04.02.2021 (Annexure P-5) whereby contract of the petitioner was terminated on the basis of misconduct.

2. Plead case is that petitioner was selected for the post of MPHS (F) vide letter dated 24.11.2005 (Annexure P-2) on contract basis. She joined as such on 29.11.2005 at Faridabad. Contract was being extended from time to time. On 28.12.2020, when petitioner was going back from her duty, she was arrested on the ground that she sold medicine to one Dheeraj, who was decoy customer for terminating pregnancy of his wife. FIR dated 28.12.2020 (Annexure P-4) was registered against her. She was taken into custody on 28.12.2020 and released on bail on 07.01.2021. She reported back for her duties, but instead respondent No.2 issued impugned letter dated 04.02.2021 (Annexure P-5) terminating her services on the basis of clause 6 of the contract.

3. I have heard rival contentions of learned counsel for the parties and gone through the case file.

4. *Ex facie* disputed question of facts are involved which cannot be gone into on the basis of affidavits under the extraordinary writ jurisdiction.

Concededly, the petitioner's services were hired on contract. The contractual employee has only 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.

5. Needless to say, if there is trust deficit in the mutual understanding between the employer and the employee, employer cannot be compelled to continue the services of that employee, especially when she has been involved in an FIR involving moral turpitude.

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

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

(ARUN MONGA)
JUDGE

September 06, 2022
mahavir

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No