

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

CWP-5561-2021 (O&M)

Date of decision: August 17, 2022

Kawal Preet Kaur

....Petitioner

versus

State of Haryana and another

....Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present:- Mr. Jagjeet Beniwal, Advocate for the petitioner.

Mr. Pankaj Middha, Additional AG Haryana.

ARUN MONGA, J. (ORAL)

Petition herein, *inter alia*, is for issuance of an appropriate writ in the nature of Mandamus commanding the respondents to release the salary of the petitioner from April -2020 till date and allow her to continue to work and mark her presence.

2. In course of hearing, status/compliance report dated 12.08.2022 has been tendered by the learned State counsel which is taken on record and marked as Annexure 'A'.

3. Pleaded case of the petitioner is that she was working on contract in the office of respondent No.2-Deputy Commissioner, District Sonapat since August-2017 as Meeting Clerk on D.C. rate. Thereafter, in 2018, her name was shifted to outsourcing contractual workers/ employees list and her salary was remitted from the outsourcing account. During pandemic, she could not go to the office of respondent No.2 as the lockdown was imposed. Petitioner made repeated requests for release of her salary and allow her to work by marking her presence after the lockdown period. Petitioner raised her grievance through CM Window vide representation dated 29.01.2021 (Annexure P-8), but to no avail. Hence, the instant petition.

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

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

5. Perusal of status/ compliance report dated 12.08.2022 read with RTI information contained at Annexure P-12 reveals that disputed question of facts are involved which cannot be gone into on the basis of affidavits under the extra-ordinary 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.

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

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

(ARUN MONGA)
JUDGE

August 17, 2022

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Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No