

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

CWP-17023-2001 (O&M)
Date of decision: August 31, 2022

Lalit Joshi

.....Petitioner

versus

State of Haryana and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present: None for the petitioner.

Mr. R.D. Sharma, DAG Haryana.

ARUN MONGA, J. (ORAL)

Petition herein, *inter alia*, is for issuance of a writ in the nature of certiorari for quashing impugned order dated 28.02.2001 (Annexure P-18) vide which the services of the petitioner have been terminated.

2. Petition was admitted for hearing in the year 2002. On case being called out, none has appeared for the petitioner.

3. It seems that by sheer effluxion of time and pendency of the writ petition for more than 20 years before this Court, either it has been rendered infructuous or even otherwise the petitioner seems to have lost interest in pursuing the same.

4. In any case, from a perusal of record/pleadings, it appears that even on merits, claim of the petitioner is not admissible. Reference may be had in particular to the stand taken in Para-1 of the preliminary objection of the written statement filed on behalf of respondents No. 1 to 3 and the same reads as under:-

“1. That the petitioner has no locus standi to file the present writ petition under article 226 /227 of the Constitution of India. Brief facts of the case are that the petitioner was given the contract for 89 days for the work of Chowkidar in the office of Deputy Excise and Taxation Commissioner, Panchkula. vide annexure P-2- and such terms and conditions were imposed, as were enumerated in the above said letter. It was clearly mentioned in condition No.2 of the said letter that "This contract shall not entitle you (Petitioner) to claim regularisation of service on regular pay scale". Condition No. 3 of the said letter of contract clearly shows that the period of contract was for 89 days. After completion of the period of contract, the said contract was duly terminated vide order dated 28-02-2001. The contract was given in accordance with the instructions of the Government of Haryana after complying with all the necessary formalities and obtaining due sanction the Competent Authority. In nut shell the contract was entered into for a particular work for a specified period ie 89 days, and this contract has been terminated after completion of said 89 days and therefore, none of the rights of the petitioner A has been infringed by the termination of the contract.”

5. Learned State Counsel has canvassed arguments on similar lines as the stand taken in the written statement.

6. I am in agreement with the stand taken by the respondents. Neither any replication has been filed to the afore-

noted stand of the respondents nor any additional affidavit of any kind to controvert the same.

7. In the overall premise, I see no irregularity of any kind committed by the Department as to warrant any judicial intervention of this Court.

8. In view of the aforesaid, no grounds are made out to interfere.

9. Dismissed.

(ARUN MONGA)
JUDGE

August 31, 2022
monika

Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No