

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

CWP-7201-2020 (O&M)

Date of decision: August 30, 2022

Mohd. Farooque

.....Petitioner

versus

National Health Mission and another

.....Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present: Mr. R.K. Malik, Senior Advocate with
Mr. Sandeep Dhull, 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 order dated 11.03.2020 (Annexure P-10), whereby services of the petitioner were terminated, and further direction be issued to allow the petitioner to continue till scheme exists or regular appointments are made.

2. Pledged case is that the petitioner was appointed on contract basis on the post of IBSY-cum-Disability-cum-School Health Coordinator vide appointment letter dated 04.07.2014 (Annexure P-1). Contract was being extended from time to time. Vide impugned order dated 11.03.2020 (Annexure P-10), respondent No.2 terminated the services of the petitioner, allegedly, without taking any explanation and without granting any opportunity of hearing.

3. On the other hand, learned State counsel strenuously opposes the petition.

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

5. Ex-facie perusal of case file 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, in any case, 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 under extra-ordinary 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

August 30, 2022

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Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No