

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

CWP-9603-2021 (O&M)

Date of decision: November 21, 2022

Manish Kumar

....Petitioner

versus

State of Haryana and others

....Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present: Mr. Paramjit Singh Jammu, Advocate for the petitioner.

Ms. Ambika Luthra, Additional AG Haryana.

ARUN MONGA, J. (ORAL)

Petition herein, *inter alia*, is for issuance of an appropriate writ in the nature of Certiorari for setting aside impugned order dated 23.04.2021 (Annexure P-5), vide which employmentcontract of the petitioner was terminated. Same was not extended despite written request.

2. Pledged case is that petitioner was appointed as Assistant Accountant in the office of respondent No.2, vide appointment letter dated 30.06.2010 (Annexure P-1) on contract basis. ESI Authorities, Faridabad found that the office of respondent No.2 is negligent anddirected it to deposit Rs.14,76,726/- as a ESI share. Said amount was deposited by the Department on 31.05.2018. Apenalty of Rs.10,40,126/- was also imposed due to non-payment of ESI share. In addition, interest of Rs.5,27,423/- on account of delayed payment was levied. Respondent No.2 held petitioner negligent on account of non-deposit of ESI and EPF contribution. Respondent No.2 ultimately dismissed the petitioner from the post in question vide impugned

order dated 29.12.2020 (Annexure P-2). Vide another impugned order dated 01.10.2020 (Annexure P-3), petitioner was directed to pay Rs.17 lakh on account of financial loss. Petitioner challenged said order by way of CWP-460-2021 wherein vide court order dated 11.01.2021 (Annexure P-4), operation of the dismissal order dated 29.12.2020 was stayed. Thereafter, petitioner joined the duty. Contract of the petitioner expired on 31.03.2021 and the same was not extended further. Hence, the instant petition.

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

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

5. Following stand has been taken in para-12 preliminary submissions of written statement dated 15.12.2021 filed on behalf of respondents No.1 to 3:

“12. That the contract of the petitioner with the Department was valid up to 31.03.2021. The petitioner moved an application in the office of respondent No.3 with a request for renewal of his contract, which was forwarded to the office of respondent No.2 by respondent No.3 vide his office letter No.120/MC dated 9.3.2021. The respondent No.2 after due consideration on the application of petitioner, took decision that due to the reason of no necessity of the services of the petitioner to the Society, his contract was not extended and the same was cancelled.”

6. No further affidavit and/ or order replication has been filed to controvert the aforesaid position. Perusal of above shows that there was no necessity of work anymore. Being matter of contract, an employer cannot be forced to extend the contract in case there is no work exigency.

7. Moreover, 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.

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

9. Dismissed with liberty to the petitioner to seek appropriate alternative remedy as may be advised and available in law, to seek enforcement any of his contractual right, in case of any alleged violation thereof.

(ARUN MONGA)
JUDGE

November 21, 2022

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Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No