

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

CWP-16279-2022 (O&M)

Date of decision: August 17, 2022

Vikrant

....Petitioner

versus

State of Haryana and others

....Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present:- Mr. Jangjit Singh Dahiya, 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 Certiorari for quashing impugned order dated 18.11.2019 (Annexure P-5) whereby services of the petitioner have been terminated by respondent No.6.

2. Pledged case is that petitioner was selected on the sanctioned post of driver and was appointed as such on contract basis vide letter dated 06.04.2018, on DC rate. Contract was extended from time to time. However, on 18.11.2019, respondent No.6-BDPO demanded money to further extend his contractual services, which petitioner declined. Resultantly, vide impugned order dated 18.11.2019 (Annexure P-5), services of the petitioner were terminated, ostensibly on the ground that the vehicle which was being driven by the petitioner was not in a working condition for the last three months and had to be disposed of. 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. Perusal of case file reveals that 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.

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

7. Confronted with the situation, learned counsel for the petitioner seeks permission to withdraw the instant petition with liberty to the petitioner to seek appropriate alternative remedy available in law.

8. Dismissed as withdrawn with the liberty aforesaid.

(ARUN MONGA)
JUDGE

August 17, 2022

mahavir

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No