

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

**CWP No. 17039 of 2021
Date of decision: 16.11.2022**

Arti Chauhan and others

..... Petitioners.

Versus

State of Haryana and others

..... Respondents.

CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL

Present:- Mr. Ajay Chaudhary, Advocate, for the petitioners.

Mr. Anant Kataria, DAG, Haryana, for respondent No. 1.

Mr. Lokesh Sinhal, Advocate, for respondents No. 2 and 3.

ANUPINDER SINGH GREWAL, J. (ORAL)

1. The petitioners have impugned the order dated 30.07.2021 (Annexure P6) whereby services of the petitioners have been discontinued.

2. Learned counsel for the petitioners submits that the petitioners have been appointed in pursuance to the advertisement issued by the respondents on 25.10.2018. They were selected by a duly constituted Selection Committee. They were also issued appointment letters on 17.01.2019 and, thereafter, no new advertisement was made by the respondents and the tenure of the petitioners was extended from time to time. The petitioners were drawing monthly salary of ₹19,350/- and the carry home salary was ₹15,470/- per month. The respondents had issued one month's notice to the petitioners and discontinued their services, as there was fire in the building where the petitioners were working. They were shifted to another building in Sector 17 and they continued to work from there. The respondents have engaged another set of contractual employees through

outsourcing agency. These employees are being paid higher salary of ₹28,500/- per month. He, therefore, submits that the action of the respondents in replacing the petitioners with another set of contractual employees is in violation of the law laid down by the Supreme Court in the case of Hargurpratap Singh versus State of Punjab and others, (2007) 13 SCC 292. He has also relied upon the judgment of this Court in the case of Sarbjeeet Singh versus Union of India and others, CWP No. 37643 of 2018, decided on 10.02.2021, and the judgment of the Delhi High Court in the case of Narinder Singh Ahuja and others versus The Secretary, Ministry of Health and Family Welfare and others, W.P. (C) 1741/2014, decided on 03.11.2014.

3. Learned counsel for respondents No. 2 and 3, however, submits that the petitioners had been appointed on contractual basis initially for a period of one year. Their services were later extended on year to year basis. The call centre where the petitioners were working caught fire and the call centre had to be shifted. The services of the petitioners were dispensed with by giving them one month's notice as per clause (12) of their appointment letter. The Government of Haryana had earlier asked the respondents to carry out the work of call centres, but later this work had been given to another agency which had engaged workers on contractual basis through outsourcing agency. He, thus, submits that the petitioners were appointed purely on contractual basis and in view of the terms and conditions of their appointment, their services were dispensed with after affording one month's notice. He has relied upon the judgments of the Supreme Court in the case of Brig. S. Ramachandran versus Hyderabad Allwyn Metal Works Ltd., Sanathnagar, Hyderabad and others, 1995 Supp. (3) SCC 674; Gridco Limited and another versus Sadananda Doloi and others, (2011) 15 SCC 16

and Assistant Excise Commissioner and others versus Issac Peter and others, (1994) 4 SCC 104.

4. Heard.

5. The petitioners were engaged on contractual basis for a period of one year on 17.01.2019. Their services were extended up to 31.03.2022. Clause (12) of the terms and conditions of the appointment letter (Annexure P3) stipulates that either party was free to terminate this engagement with a prior notice of one month or equivalent compensation thereof. Fire broke out in some parts of the building of the HARTRON on 19.07.2021 and as the building is stated to have been damaged, the call centre services were closed. As a makeshift arrangement, the call centre services were shifted for a period of one quarter to a private organization, i.e. Strategic Marketing Private Ltd., Sector 16, Panchkula, which was already providing call centre services to CM Grievances Call Centre, PWD, Covid-19 help line etc. HARTRON is stated to operate call centre services, as directed by the Government with the funds provided by the Government. A Committee had been formed to look into the operation of the call centre services and its meetings were held on 20.07.2021 and 22.07.2021. It decided that the operation of the call centre services through direct contract with HARTRON would be difficult due to non-receipt of funds from the Government and, therefore, one month notice had been issued to the staff under clause (12) of the terms and conditions of the appointment letter (Annexure P3) on 30.07.2021 (Annexure P6), which has been impugned in this petition. The Committee is thereafter stated to have sent a proposal to the Department of Information Technology, Electronics and Communication, Haryana, that HARTRON may be permitted to establish 100 seat capacity call centres and the staff should be engaged

through an outsourcing agency. It is, thus, manifest that the petitioners have been engaged on contractual basis and in terms of their appointment letter, their services were discontinued as fire had broken out in the building and their services for which they had been engaged were discontinued by the Government and the funds in this regard were also not received by the HARTRON. The petitioners are stated to have been offered engagement through an outsourcing agency.

6. The judgments relied upon by learned counsel for the petitioners are distinguishable on facts and not applicable to the instant case.

7. In Hargurpratap Singh's case (*supra*), *ad hoc* lecturers were replaced by another set of lecturers and it was in such circumstances that the Supreme Court had held that one set of contractual employees should not be replaced by another set of contractual employees.

8. In Sarbjeet Singh's case (*supra*), all categories of staff at IIM, Amritsar, including the faculty, had been engaged through outsourcing agency on contractual basis. The sanctioned posts were available. A promise had been made to the temporary faculty and staff that they would be considered for adjustment against the sanctioned posts, but no such steps had been taken and instead the sanctioned posts were unilaterally abolished without approval of the Central Government although it was funded by the Central Government.

9. In Narinder Singh Ahuja's case (*supra*), the employees have been engaged on contractual basis initially for one year, but it had been subsequently renewed. It was also stipulated in the terms of the contract that they are likely to continue till continuation of the Revised Nation T.B. Control Programme (RNTCP) project. The project was to continue till 2017,

but the services of the employees were discontinued several years prior thereto although there was nothing adverse against them.

10. In the case at hand, the engagement was for one year and it was no where stipulated that it was till completion of the project. HARTRON had been allocated funds for the project only for a specified period and after fire broke out in the premises the services of the petitioners were dispensed with after giving one month's notice as stipulated in clause (12) of the appointment letter. Only later the Government had decided to continue the call centres through HARTRON after engagement of employees through an outsourcing agency.

11. It has been held by the Supreme Court in the case of Gridco Limited (supra) that judicial review in cases pertaining to contract of services would be confined to test the reasonableness and fairness of the decision taken by the authorities.

12. In the light of the aforementioned facts and circumstances, I am of the considered opinion that the action of the respondents in discontinuing the services of the petitioners cannot be said to be unreasonable, unfair, perverse or irrational which would warrant interference by this Court while exercising writ jurisdiction.

13. Consequently, the petition stands dismissed.

(ANUPINDER SINGH GREWAL)
JUDGE

16.11.2022
Ramesh

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