

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

Sr. No.256

CWP No.16537 of 2020

Date of Decision: 14.07.2022

Rekha

.... Petitioner

Versus

State of Haryana and another

... Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. Parth Goyal, Advocate
for the petitioner.

Mr. S.S.Mann, Addl. A.G.Haryana.

HARSIMRAN SINGH SETHI, J. (ORAL)

In the present petition, the grievance of the petitioner is that her services have been terminated by the respondents in a totally illegal and arbitrary manner and further that the petitioner should be adjusted in any other college against the post of peon as number of posts are lying vacant.

Learned counsel for the petitioner argues that the petitioner has worked with the respondents on contract basis from 31.01.2016 onwards upto 30.01.2019, after which the services of the petitioner were disengaged by the respondents. Learned counsel submits that there are other posts of peon lying vacant in the nearby colleges, where the petitioner should be adjusted.

Upon notice of motion, the respondents have filed the reply wherein it has been mentioned that as per the appointment letter (Annexure P-2), the same was purely on contractual basis not exceeding one year or till the regular selected candidates are appointed, whichever is earlier

and it was only after the regular employee joined at the place of petitioner,

that her services were discontinued and therefore, relieving of the petitioner from service was in terms of her appointment only. As per the reply, it has been further submitted that the engagement rules for contractual appointment has been changed by the respondents and there is no provision to adjust an employee who has been relieved in terms of the appointment order.

I have heard learned counsel for the parties and have gone through records with their able assistance.

Learned counsel for the petitioner has conceded the fact that petitioner was appointed on contractual basis for a period of one year or till the regular selected candidates join the service. Though the petitioner continued working for more than one year but petitioner continued in service on the same terms. As per the terms of the contract, upon joining of the regular incumbent, the petitioner could have been relieved, which was done by the respondents. That being so, no grievance can be made by the petitioner with regard to the relieving of the petitioner from her service.

With regard to the the prayer of the petitioner for adjustment in any other college, the respondents have given a valid justification that the said prayer of the petitioner can not be accepted keeping in view the policy decision taken by the respondent-State, a copy of which has been appended by the respondent-State along with the additional reply filed by them, according to which no contractual employee can be adjusted in another school.

Learned counsel for the petitioner has not been able to controvert the procedure which needs to be followed for appointment as

relieved peon in any other college without going through the process envisaged in the policy.

Keeping in view the above, the prayer of the petitioner for adjustment can not be accepted in view of the policy which has been formulated by the respondents. Therefore, no ground is made out to grant the prayer of the petitioner.

Dismissed.

(HARSIMRAN SINGH SETHI)
JUDGE

14.07.2022
Maninder

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