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

CWP-15977-2016 (O&M)

Date of Decision:31.08.2022

Parveen Kumar Sharma

...Petitioner

Versus

State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

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

Ms. Mamta Singla Talwar, D.A.G., Haryana.

ARUN MONGA, J. (ORAL)

Petition herein, *inter alia*, is for issuance of a writ in the nature of Certiorari for quashing order dated 12.04.2016 (Annexure P-8) whereby petitioner's services have been terminated.

2. Petitioner was appointed as Pump Attendant/Operator in the respondent – department on 26.09.2006. He suffered a paralysis attack in February, 2015 and remained admitted in various hospitals including PGI, Chandigarh. However, vide impugned order dated 12.04.2016 (Annexure P-8) his services were terminated by the respondent-department. Hence, the petitioner approached this Court. The petition was dismissed by this Court vide order dated 08.08.2016 and the petitioner approached the Division Bench of this Court vide

LPA No.2030 of 2016. The Division Bench remanded the case back for fresh decision on the basis of medical record annexed as Annexures, showing that the petitioner was in and out of hospital right upto February, 2016, after having suffered a paralytic stroke, with his brain having been operated thereafter.

3. Learned counsel for the petitioner would argue that since the petitioner was suffering from serious health ailment, he could not join his duties. He would further rely on the State Government Policy dated 18.06.2014 (Annexure P-11) under which services of Group 'C' and 'D' employees engaged on contractual basis were to be considered for regularization, provided they had worked for not less than 3 years as on 28.05.2014.

4. Learned State counsel opposes the petition.

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

6. 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.

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

Further the petitioner is stated to have died and the learned counsel

had sought time to implead the LR's. However, no application has been moved in this regard. Even otherwise, the LR's have no vested right to seek job in place of deceased petitioner.

8. Dismissed with liberty to the legal heirs of the petitioner to seek appropriate alternative remedy as may be advised and available in law.

9. Pending civil miscellaneous applications, if any, also stand disposed of.

August 31, 2022
ashish

(ARUN MONGA)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No