

In the High Court of Punjab and Haryana at Chandigarh

214

**CWP-18692-2016 (O & M)
Date of Decision: July 21, 2022**

MANJIT SINGH

.....PETITIONER

VERSUS

STATE OF PUNJAB AND ORS

....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL

Present: Mr.M.S.Bedi, Advocate for the petitioner.

Ms. Jasleen Kaur Sidhu, AAG, Punjab.

ANUPINDER SINGH GREWAL, J (ORAL)

The petitioner has impugned the order dated 17.03.2016 whereby he has been relived from service.

Learned counsel for the petitioner submits that the petitioner was working as a driver on contractual basis with the PUNBUS. He has been relieved from service without issuance of any notice or any enquiry. He has been relived by the Depot Manager, although he is not the competent authority to do so. He has been relieved on the ground that the vehicle driven by him, has consumed excess diesel, causing a loss of Rs.1078/-. The loss has been made good by the petitioner and the amount has been deposited. The petitioner was given an old bus to drive and the mileage, which the vehicle was getting was 4.1 kms to a litre while the standard mileage for a 06 year old vehicle is 3.8 kms to a litre. He also submits that similarly situated drivers against whom similar allegations of excess consumption of diesel have been levelled, have been retained in service after they had made good the loss attributed to them.

Heard.

The petitioner is stated to have been appointed as a driver with the PUNBUS through outsourcing agency on 24.12.2010. A copy of the appointment of the petitioner through outsourcing agency has been appended as Annexure R-1 with the reply. The petitioner is stated to have been appointed on contractual basis thereafter. However, the appointment letter in this regard is not on record.

Learned counsel for the petitioner submits that it was incumbent upon the respondents to produce the appointment letter of the petitioner.

It was enjoined upon the petitioner to place on record his appointment letter. There is no averment in the petition that the petitioner had not been given the appointment letter. Even otherwise a contractual employee would not have any right to be retained in service. Although the counsel for the petitioner has submitted that other similarly situated drivers have been retained in service but no such instance has been set out in the petition. Only vague averments have been made in this regard without mentioning any name of an employee, who has supposedly been retained in service. The order has been passed by the Depot Manager relieving the petitioner as per the directions of the Managing Director. This order has only been communicated by the Depot Manager and cannot be said that it was passed by the Depot Manager. The petitioner has referred to the copy of the communication to Director Transport, setting out the norms for the mileage of the buses wherein it is stated that a 6 year old vehicle would give a mileage of 3.8 kms to the litre. The petitioner has also stated in the replication that the bus which he was driving was old and due to long stoppage at Toll Plaza and dilapidated road conditions, excess diesel had been consumed. The petitioner ought to have been given a fair opportunity to put-forth his case.

However, keeping in view that the petitioner was at best a contractual employee, who had earlier been engaged through outsourcing, I do not find him entitled to the relief of reinstatement in service. However, the order relieving the petitioner from service would not be considered stigmatic so as to render the petitioner unfit for future employment.

The petition stands dismissed.

(ANUPINDER SINGH GREWAL)
JUDGE

July 21, 2022
A.Kaundal

Whether speaking/ reasoned	:	Yes/No
Whether Reportable	:	Yes/No