

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

Date of decision: October 12, 2022

1. CWP-21301-2019 (O&M)

Pintu and others

.....Petitioner(s)

versus

State of Haryana and others

.....Respondents

2. CWP-23292-2019 (O&M)

Shilpa

.....Petitioner(s)

versus

State of Haryana and others

.....Respondents

3. CWP-24537-2019 (O&M)

Ankush Kumar

.....Petitioner(s)

versus

State of Haryana and others

.....Respondents

4. CWP-3376-2020 (O&M)

Ravi Kumar

.....Petitioner(s)

versus

State of Haryana and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present: Mr. Parmender Bhukal, Advocate,
Ms. Kamlesh, Advocate for
Mr. Parminder Singh, Advocate for the petitioner(s).

Mr. R.K.S. Brar, Additional AG Haryana.

ARUN MONGA, J. (ORAL)

Vide this common order, bunch of above-mentioned writ
petitions are being disposed of, since not only the facts but even the issues

involved therein are also similar. For brevity, recitals are taken from CWP-21301-2019.

2. Petition herein, *inter alia*, is for issuance of a writ in the nature of Mandamus restraining the respondents from dispensing with the contractual services of the petitioners or replacing them by similar set of contractual employees till the posts are filled up on regular basis.

3. Learned counsel for the petitioners *inter alia* argues that workload is currently available and the petitioners having already rendered 5 years of service have gained considerable experience to man their respective posts. Their work and conduct is also satisfactory and therefore, their services ought not to be dispensed with, merely to accommodate another set of contractual employees.

4. While on the other hand, learned State counsel would urge that contractual employees cannot seek any protection on parity with regular employees as their service conditions are not governed by any statutory Rules, but are confined within four corners of terms and conditions of the contract.

5. I have heard competing contentions of learned counsel for the parties.

6. Concededly the petitioners' services were hired on contract. No doubt, they have rendered 5 years of service, but that *per se* does not give them any statutory and/ or constitutional right to seek continuity in service in perpetuity merely by dint of their length of service. Trite it is to say that once selection process for regular appointment is carried out in which the petitioners had full liberty to participate and pursuant thereto, regular

appointees become available, in that even contractual employees cannot be allowed to steal march over the regular appointees. They must make way for regular appointees.

On the other hand, it is settled position in law that one set of contractual employees cannot be substituted by another set of contractual employees subject of course to the exigency of work being there. Reference may be had in this context to Supreme Court judgment rendered in **Hargurpartap Singh versus State of Punjab and others**, reported as **(2007) 13 SCC 292**.

7. Moreover, in the return dated 26.06.2021 filed on behalf of the respondents, following stand has been taken in Para-2 of the Preliminary Submissions, which reads as below:

“2. *That the Civil Writ Petition is not maintainable qua the answering respondents as the petitioners have approached to the Hon’ble Court with misleading facts qua answering respondents who neither hired the services of the petitioners on contractual basis for Kalpana Chawla Govt. Medical College, Karnal nor any case of extension of their contractual period initiated or pending with the Govt. of Haryana, Medical Education and Research Department. The petitioners services were provided to Kalpana Chawla Govt. Medical College, Karnal by M/s Bala Ji Securities Services which was hired by the Govt. through E-tendering process to provide manpower to Kalpana Chawla Govt. Medical College, Karnal to manage day to day ancillary services like Sanitation, Data Entry Operation, Tube Well Operations, Distribution of Medicines and, maintenance of security under Outsourcing Policy, Part-I of the Govt. of Haryana and, hence, the petitioners have mala-fidely submitted misleading averments before the Hon’ble Court regarding their engagement by the answering-respondents No.1 to 3, and hence, the Civil Writ Petition is liable to be dismissed.*”

8. Confronted with the aforesaid, learned counsel for the petitioners submits that while on one hand petitioners are being made to work on

contract, but yet despite their rendering work uninterruptedly, they are not being paid salary. To that limited extent, I am of the view that grievance of the petitioners is justified in case they are not being paid as has been contended.

9. From para-2 *ibid* of the return, it appears that it is not disputed that services of the petitioner(s), though outsourced by private-contractor, but actually are being utilized by the official respondents. Being so, writ petition is disposed of with the direction to the competent authority of the official respondents to take up the cause with the outsourced contractor and ensure that proof of payment to the petitioner(s) is furnished by the contractor, subject of-course to the verification of the fact that they have rendered services for the corresponding period for which they are seeking relief of payment of salary.

10. Needful exercise be carried out within a period of 2 months from today.

11. Pending application(s), if any, shall also stand disposed of.

(ARUN MONGA)
JUDGE

October 12, 2022
mahavir

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No