

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

CWP-21231-2021 (O&M)
Date of decision : April 18, 2022

Sandeep Kumar

.....Petitioner

Versus

State of Haryana and others

....Respondents

CORAM:- HON'BLE MRS. JUSTICE LISA GILL

Present: Mr. Karan Singh, Advocate for the petitioners.

Dr. Kiran Pal Singh, AAG, Haryana.

LISA GILL, J.

Petitioner was admittedly appointed on 20.06.2011 on contractual basis through an outsourcing agency i.e. Indian Security and Fire Safety at the post of Mali in Industrial Training Institute, Dumerkhan Khurd, District Jind. However, with the change of service provider by respondent No. 3 in the month of July, 2018, petitioner was thereafter not allowed to continue with his services. Present writ petition has been filed with a prayer that petitioner be allowed to continue in service which is stated to be satisfactory and without any blemish. It is further submitted that one set of contractual employees cannot be replaced by another set of employees. Reliance is placed on a decision of the Hon'ble Supreme Court in **Hargurpartap Singh versus State of Punjab** reported in **(2007) 13 SCC 292**. Moreover, petitioner's service, it is submitted, cannot be dispensed with without affording him an opportunity of hearing.

Heard learned counsel for the petitioner as well as learned counsel for the State to whom advance copy of the writ petition had been supplied.

Issue sought to be raised is no longer res integra. The fact that petitioner was appointed through a service provider is not in dispute. It is, thus, apparent that there is no privity of contract between the petitioner and the official respondents, thus, present writ petition is not maintainable. The matter stands conclusively settled by a number of judicial pronouncements.

A Division Bench of this Court in **Nishan Singh and others versus State of Punjab and others 2014 (11) RCR (Civil) 262** has clearly observed that a service provider is not an agency of the State. The service provider enters into an agreement with the State agency to provide the work force on certain terms and conditions. The candidates are selected by the service provider and supplied to the Government department. Thus, in this scenario it cannot be held that there is any privity of contract between the contractual employees and the State/department.

Gainful reference can also be made to decision dated 28.11.2018 of a co-ordinate Bench in CWP-29655- 2018 titled '**Anmol Garg and another versus State of Punjab and others**', which has been upheld in **LPA-1910-2018**. The First Division Bench of this Court in LPA-1910-2018 upheld decision dated 28.11.2018 of the Single Bench while specifically observing as under:-

“ Learned Single Judge finding that the appellant was an employee of outsourcing agency which was having a license under the contract to supply manpower held there was no privity of contract between the appellant and the employer and she was not even a contractual employee. The principle being canvassed before us applies only in case there is a privity of contract between the employee and the employer. In the case in hand, the appellant was an employee of the

service provider. The benefit of the said principle is not liable to be extended to her and, thus, we do not find any illegality committed by learned Single Judge in dismissing the writ petition.”

In an identical situation, another co-ordinate Bench refused to interfere in a similar matter on 02.12.2020 in CWP-17454-2020. Similar contentions on behalf of the petitioners in the said case, including the applicability of decision of **Umed Singh’s** case (supra) as well as **Hargurpartap Singh versus State of Punjab (2007) 13 SCC 292** have been succinctly dealt with and I am in agreement with the same. The argument that petitioner should not be replaced by another set of employees lacks merit in the given factual matrix and, is hence, rejected. Reference in this regard can also be made gainfully to CWP-19762-2018 titled Vikash versus The State of Haryana and others. No ground is, thus, made out to interfere in this writ petition.

Keeping in view the facts and circumstances of the case, this writ petition is dismissed being not maintainable. Needless to say, petitioner is at liberty to avail remedy/remedies as may be available in respect to any grievance which they may have qua the service provider.

April 18, 2022

rts

(LISA GILL)
JUDGE

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No