

103 IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-20814-2021
Date of Decision: 21.04.2022

GURDEV SINGH AND ANOTHER

...Petitioners

Versus

STATE OF HARYANA AND OTHERS

...Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present : Mr. S.K. Bishnoi, Advocate
for the petitioners.

Mr. Saurabh Mohunta, D.A.G., Haryana.

ARUN MONGA, J. (ORAL)

Petitioners, herein seek issuance of an appropriate writ and/or order or direction commanding the respondents not to dispense with their services.

2. Petitioners joined in the respondent department, admittedly on contract basis, through service provider in the year-2020. Their services have been dispensed with without affording any opportunity of hearing and/or serving or any prior show cause notice.

3. Learned counsel for the petitioners argues that even contractual employees have certain rights and their livelihood cannot be taken away so summarily.

4. On advance service, learned State counsel strenuously opposes the petition on the ground that writ is not maintainable.

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

6. Following order dated 08.02.2022 was passed by this Court :-

“ Though, a statement was made before this Court leading to passing of order dated 14.01.2022 that the official respondents have already remitted the requisite amount towards payment of salary of the outsourced contractual employees/petitioners, but a contradictory stand has been taken in the return filed on advance service. It is asserted therein that the aforesaid statement was made inadvertently under some miscommunication.

Petition is being opposed on the ground that the services of the petitioners were never deputed in the offices of the respondents.

In the premise, it appears that disputed facts are involved herein, which cannot be adjudicated on the basis of rival affidavits filed by both the sides. The same would require proper evidence by way of trial. Even otherwise, the petitioners are concededly contractual employees and ought to have resorted to their civil remedies in ordinary course, instead of invoking extra-ordinary writ jurisdiction.

Be that as it may, since none appears for the petitioners and there is a request for adjournment, post it on 16.03.2022.

Petitioners are at liberty to file replication, if any in the meanwhile.”

7. In the premise, it is re-emphasised, being contractual employees, the petitioners have only very limited rights and therefore, this Court would ordinarily refrain on that ground alone. Even otherwise, there are disputed questions involved in the case. It is the prerogative of an employer to continue and/or discontinue with the contractual services in terms of the contract. I have my own reservation in granting indulgence in matters of contractual appointments by the State, as the same are without making the employees to participate in any competition and/or selection process on the basis of merits. They are simply handpicked in the garb of a contract by not granting opportunity to those who may be far more meritorious.

8. No ground is made out for interference by this Court in the extraordinary writ jurisdiction.

9. Dismissed with liberty to seek alternative civil remedy, as may be available and if so advised.

April 21, 2022
gurpreet

(ARUN MONGA)
JUDGE

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