

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP-23079-2018 (O&M)

Date of decision: August 22, 2022

Minakshi Yadav

....Petitioner

versus

State of Haryana and others

....Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA**Present:-** Mr. P.R. Yadav, Advocate for the petitioner.

Mr. Saurabh Mohunta, DAG Haryana.

ARUN MONGA, J. (ORAL)

Petition herein, *inter alia*, is for issuance of a writ in the nature of Mandamus for direction to the respondents to renew the contract of the petitioner for the contractual post of Female Counsellor at Civil Hospital, Panchkula for the year 2018-2019 as the same has not been renewed due to medical leave taken by the petitioner on birth of her son on 13.04.2018 and despite the representation dated 18.05.2018 (Annexure P-16), no action has been taken.

2. From the record and the pleadings, what emerges is that the petitioner was concededly appointed on contract basis under the Haryana AIDS Control Society, initially on 21.09.2006 and her contract was renewed from time to time thereafter. In between, owing to her maternity requirements, she could not report for work though she had submitted representation dated 18.05.2018 (Annexure P-16) to be taken back, after she was able to report for the work, but she was not taken back into service.

3. I am of the view that the petitioner being a contractual employee certainly can not as a matter of right claim her stake to continue on contract in perpetuity. However, at the same time to terminate the services on the ground of maternity goes against the very spirit and intent of the Maternity Benefit Act, 1961

which is applicable equally to the contractual employees. Being so, petitioner was rightly taken back on contract on the post of Female Counsellor, though under the orders of this Court passed on 11.09.2018.

4. Be that as it may, she continues to work since then. To that extent, her claim in the petition is rendered infructuous. Interim dated 11.09.2018 is made absolute, subject to the condition that as long as there is requirement of services on the post in question, petitioner shall be allowed to continue, subject of-course, to the right of the respondents to proceed in accordance with law, in case, they so wish to make any regular appointments.

5. Needless to say, petitioner shall also be at liberty to compete for regular appointment. Passing of the above order is not be construed, including meaning that merely to dispense with the services of the petitioner on contract, the respondents are supposed to make regular appointment. Petitioner shall thus be allowed to continue and her services shall not be substituted with another contractual employee.

6. Before parting with the order, it is also made clear that as per the benefits envisaged under the Maternity Benefit Act *ibid*, petitioner shall also be accorded the salary as per her entitlement, in case, the same has not been disbursed to her for the maternity period.

7. Disposed of.

(ARUN MONGA)
JUDGE

August 22, 2022

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Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No