

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

CWP-29706-2017

Date of decision: 02.08.2022

ASHOK KUMAR AND ANR

...Petitioners

VS

DIRECTOR DEVELOPMENT & PANCHAYAT DEPTT HARYANA AND
ANR

...Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present: Mr. Sunil Nehra, Advocate,
For the petitioners.

Mr. Saurabh Mohunta, DAG, Haryana.

ARUN MONGA, J. (ORAL)

Petition herein, *inter alia*, is for issuance of a writ in the nature of certiorari for quashing the impugned order dated 12.05.2017 (Annexure P-5) whereby services of the petitioners have been terminated without following the due process of law.

2. Petitioners applied for the post of Block Coordinator in Sanitation and Hygiene against the advertisement issued by respondent No.2. They were interviewed and selected for the abovesaid post and appointment letters were issued to them. Copy of Service Agreement dated 01.08.2014 entered between the petitioners and respondents No.2 is annexed as Annexure P-2 (colly.) Thereafter, petitioners received show-cause-notice (Annexure P-3). They submitted reply to the show-cause-notice. However, services of the petitioners were terminated with immediate effect from 12.05.2017. On

request of petitioners, an inquiry was got conducted wherein no lapse on the part of the petitioners was found. Thereafter, respondent No.2 recommended the case of the petitioners for reinstatement to respondent No.1 vide letter dated 16.06.2017 who in turn requested Respondent No.2 to take action on its own level. Till date petitioners have not been reinstated. Hence, the writ petition.

3. In the return stand taken is that the services of the petitioners were purely on temporary basis and they were subjected to terms and conditions of the 'Service Agreement' and, therefore, their services can be terminated without any notice in case their work and conduct is not satisfactory. In the case in hand, petitioners were issued show-cause-notices from time to time due to their unsatisfactory performance.

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

5. Concededly, the petitioners' services were hired on contract. The contractual employee has only very limited rights confined within the four corners of the contract of employment. It is the prerogative of an employer to continue and/or discontinue with the contractual services in terms of the contract. I am of the view that on the short ground of being a matter of contract, this Court ought not to exercise its extraordinary writ jurisdiction.

5. This Court would refrain from interfering in the domain of the employer's discretion to engage employees on contract. Moreover, there are disputed question of facts involved herein. The same cannot be adjudicated on the basis of affidavits under extraordinary writ jurisdiction.

6. Dismissed with liberty to the petitioners to seek appropriate alternative remedy as may be advised and available in law.

(ARUN MONGA)
JUDGE

August 02, 2022
vandana

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