

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

CWP-21771-2021 (O&M)

Date of decision: September 06, 2022

Ravinder

.....Petitioner

versus

State of Haryana and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present: Mr. Ram Pal Verma, Advocate for the petitioner.

Ms. Mamta Singla Talwar, DAG Haryana.

ARUN MONGA, J. (ORAL)

Petition herein, *inter alia*, is for issuance of a writ in the nature of Prohibition restraining the respondents from terminating the services of the petitioner from the post of Information Assistant only due to change of the contractor /outsourcing agency despite the work and conduct of the petitioner being satisfactory.

2. Pledged case is that petitioner was appointed as Information Assistant on the basis of Outsourcing Policy vide office order dated 27.06.2017 (Annexure P-1). He joined as such on 29.06.2017 in PHC Village Saragthal, Tehsil Gohana, District Sonapat. Respondent No.3 issued letter dated 11.11.2020 (Annexure P-3) instructing all the Chief Medical Officers that the transfers of all the NHM staff stand cancelled with immediate effect and all employees would be given duties on their original place of postings. Notwithstanding, petitioner was transferred to Bhagat Phool Singh Government Medical College, Khanpur on 07.05.2021 (Annexure P-2).

Respondents are now threatening to terminate the services of the petitioner due to change in the outsourcing agency. Respondent No.2-Director Health Services, Haryana passed orders dated 12.20.2021 (Annexure P-4) directing all Civil Surgeons that the employees, who were appointed under Outsourcing Policy Part-I, be not removed from their respective posts.

3. On the other hand, learned State counsel appears and opposes the petition.

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

5. Concededly, the petitioner's services were hired on contract. The contractual employee has only 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.

6. This Court would refrain from interfering in the domain of the employer's discretion to engage employees on contract and give any directions as sought.

7. Disposed of with liberty to the petitioners to seek appropriate alternative remedy, as may be advised and available in law.

8. It is however, made clear that non-interference by this Court shall not be construed adversely *qua* the petitioner's right to apply under the Haryana Kaushal Rozgar Nigam, which has been set up by the State of Haryana as a policy decision has been taken that all the contractual employees are now to be outsourced through the aforesaid Nigam. It will be

appreciated, in case petitioner's past contractual experience is given due weightage while entertaining the application subject of-course to the same being entertained, in case there is any work exigency on the post, which was earlier being manned by the petitioner. Trite to say, the Nigam should follow the principle of not substituting one contractual employee with another in order to avoid any heart-burn amongst the ones who are not party and serving on contractual basis.

(ARUN MONGA)
JUDGE

September 06, 2022

mahavir

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No