

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

CWP-20788-2022 (O&M)

Date of decision: October 31, 2022

Ramawatar Sharma

....Petitioner

versus

State of Haryana and others

....Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present:- Mr. Sandeep Parkash Chahar, Advocate for the petitioner.

Mr. Pankaj Middha, Additional AG Haryana.

ARUN MONGA, J. (ORAL)

Petition herein, *inter alia*, is for issuance of an appropriate writ in the nature of Certiorari for quashing order/ letter dated 20.04.2022 (Annexure P-14) passed/ issued by respondent No.2 rejecting claim of the petitioner for grant of past/ previous service benefits. Further a writ in the nature of Mandamus has been sought seeking direction to the respondents to grant all consequential and attending benefits of past/ previous service i.e., from 28.08.2014 to 13.02.2017 and the period for the petitioner was not allowed/ delayed to join on his present post i.e., from 03.07.2017 to 03.09.2019 and grant benefit of pay protection alongwith payment of arrears of pay/revised pay.

2. Pledged case is that petitioner was appointed on 27.08.2014 on the post of Yoga Specialist under National Health Mission Program on contract basis upto 31.03.2015. Contract of the petitioner was extended from time to time. On 14.02.2017, petitioner was suffering from severe backache

and could not attend the office, but sent an e-mail dated 24.02.2017 (Annexure P-3) to respondents No.6 and 7 for grant of sick leave. Petitioner applied for leave without pay via e-mail dated 27.03.2017 (Annexure P-4). Respondent No.6 issued show cause notice dated 07.06.2017 (Annexure P-5). Petitioner replied to the same explaining about his absence from 14.02.2017 onwards and requested to allow him to join duty. A Committee was formed to consider granting sanction of leave without pay for 138 days to the petitioner. Petitioner also raised grievance on CM Window. Petitioner also preferred CWP-19616-2019, which was disposed of vide order dated 19.07.2019 (Annexure P-9) with a direction to respondent No.3 to consider representations filed by the petitioner. Petitioner was allowed to join in service, but was paid less salary than the last pay drawn by him. Vide impugned letter/ order dated 20.04.2022 (Annexure P-14), request of the petitioner regarding past/previous service benefits was not accepted. Hence, the instant petition.

3. On advance service, learned State counsel appears and opposes the petition.

4. I have heard 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. Moreover, petitioner's having joined consciously on the terms which were made clear to him, wherein it was clearly stated that he will be paid contractual amount, he could not turn around as a bolt from the blue to challenge the condition, which was accepted. In any case, in the matters of contractual services, no statutory service Rules are involved. The Rules applicable on regular employees cannot be relied upon by the contractual employees to seek interference by this Court under the extraordinary writ jurisdiction.

7. This Court would refrain from interfering in the domain of the employer's discretion to engage employees on contract.

8. Dismissed with liberty to the petitioner to seek appropriate alternative remedy, as may be advised and available in law.

(ARUN MONGA)
JUDGE

October 31, 2022

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Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No