

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

276

CWP-24522-2019

DATE OF DECISION: 26.08.2022

PARVEEN KUMAR

... Petitioner(s)

*Versus*

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA AND  
ORS.

.... Respondent(s)

**CORAM: HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL**

Present: Mr. K.S. Banyana, Advocate for the petitioner.

Mr. A.S.Virk, Advocate for respondents No.1 & 2.

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**ANUPINDER SINGH GREWAL, J. (ORAL)**

The petitioner is seeking a direction to the respondents to quash the impugned order whereby his services have been terminated.

Learned counsel for the petitioner submits that the services of the petitioner have erroneously been terminated. He has been replaced by other employees on contractual basis which is impermissible in law.

Learned counsel for the respondents submits that the petitioner had been working on contractual basis and appointed through outsourcing agency. He has also referred to the judgment of the Division Bench of this Court Nishan Singh and others versus State of Punjab and others, 2014(11) RCR (Civil) 262 wherein it has been held that writ petition on behalf of the outsourced employee is not maintainable.

Heard.

It is settled law that no writ petition would lie against an outsourcing agency, as it is not an authority in terms of Article 12 of the Constitution of India. In the case of Anmol Garg and another versus State of Punjab and others, bearing CWP No. 29655 of 2018, decided on 28.11.2018, a Coordinate Bench of this Court dismissed the writ petition

preferred by an employee engaged through an outsourcing agency which was upheld by a Division Bench in LPA No. 1910 of 2018, decided on 10.12.2018 and the operative part thereof is reproduced hereunder:-

“Learned Single Judge finding that the appellant was an employee of outsourcing agency which was having a license under the contract to supply manpower held there was no privity of contract between the appellant and the employer and she was not even a contractual employee. The principle being canvassed before us applies only in case there is a privity of contract between the employee and the employer. In the case in hand, the appellant was an employee of the service provider. The benefit of the said principle is not liable to be extended to her and, thus, we do not find any illegality committed by learned Single Judge in dismissing the writ petition.”

Reference can also be made to the orders of the Coordinate Benches of this Court in the cases of 'Vikas versus The State of Haryana and others' bearing CWP No.19762 of 2018, decided on 11.12.2019, 'Kailash Chand and others versus Urban Local Bodies Department, Haryana and others', bearing CWP No.21345 of 2021, decided on 18.01.2022 and 'Naresh Kumar and others versus Haryana State Warehousing Corporation and others', bearing CWP No.17454 of 2020, decided on 02.12.2020, wherein similar petitions of outsourcing employees were also dismissed. This Court in the case of Kamal Kant Mehta Vs. State of Punjab and others, CWP No.2053 of 2020, decided on 20.05.2022 and Yogesh Sharma Vs. Municipal Corporation Faridabad and others, CWP No.18798 of 2021, decided on 12.05.2022 had

also dismissed petitions preferred by outsourced employee on maintainability.

In view of the above, I do not find any merit in this petition, especially when the petitioner was employed through an outsourcing agency and was also being paid salary through the outsourcing agency.

Consequently, the petition stands dismissed.

However, this order shall not preclude the petitioner from seeking recourse to alternative remedy available to him under the law.

26.08.2022

SwarnjitS

(ANUPINDER SINGH GREWAL)  
JUDGE

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