

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

CWP-22570-2020 (O&M)

Date of decision: August 25, 2022

Mukesh Dabla

.....Petitioner

versus

State of Haryana and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present: Mr. Ashwani Bakshi, 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 Certiorari for quashing impugned orders dated 01.07.2020 (Annexures P-20 & P-21) passed by respondents No.2 and 3 terminating petitioner's services, allegedly in violation of the principles of natural justice. Further a writ in the nature of Mandamus has been sought directing respondents to reinstate the petitioner in service with all consequential benefits.

2. Learned counsel for the petitioners submits that petitioner initially joined the respondent-Department as OST Counsellor, OST Centre, Hisar pursuant to his appointment on contract basis, on 01.01.2014. Contract was being extended from time to time. Ultimately, on 01.07.2020, services of the petitioners were terminated without giving any reason.

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

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

5. Perusal of case file reveals that disputed question of facts are involved which cannot be gone into on the basis of affidavits under the extraordinary writ jurisdiction.

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.

Needless to say, if there is trust deficit in the mutual understanding between the employer and the employee, employer cannot be compelled to continue the services of that employee, especially when he has lodged an FIR against the same very employer.

6. This Court would refrain from interfering under extra ordinary writ jurisdiction, in the domain of the employer's discretion to engage employees on contract.

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

(ARUN MONGA)
JUDGE

August 25, 2022

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Whether speaking/reasoned:

Yes/No

Whether reportable:

Yes/No