

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP No. 23677 of 2021(O&M)
Date of Decision 23.05.2022

Dharmender and others

.....Petitioners

Versus

State of Haryana and another

..... Respondents

CORAM:- HON'BLE MRS.JUSTICE LISA GILL

Present: Mr. Pankaj Kumar, Advocate,
Mr. Sandeep Kumar Singh, Advocate
Mr. Shubhendu Saxena, Advocate
and Mr. Rishabh Agarwal, Advocate
for the petitioners.

LISA GILL, J(Oral).

Petitioners in this writ petition having been appointed on the post of Instructors, pursuant to advertisement dated 24.04.2016, Annexure P-5, seek regularization of their service with a direction to the respondents to absorb/ regularize their services with consequential benefits on the ground that initial appointment of the petitioners has taken place after following the due process. It is further prayed that during pendency of this writ petition, no appointment on regular basis be carried out.

Heard.

It is a matter of record that appointment of the petitioners was on contractual basis. Even advertisement dated 24.04.2016, Annexure P-5, categorically states that applications are invited for filling up the posts of Instructors on contractual basis at the rate of consolidated salary of Rs.14,000/- per month for different trades. Admittedly, petitioners were initially appointed for a period of six months and thereafter the period

extended.

Argument raised by learned counsel for the petitioners that the period of contractual appointment was not mentioned in advertisement, therefore it should be treated to be regular appointment, is an argument without any substance or basis. It is a matter of record that it was decided by the official respondents to fill up the vacant posts of Instructors in ITI on contractual basis as reflected in order dated 30.03.2016, wherein the criteria thereof was also laid down. It is clearly mentioned that agreements of service shall reflect the services to be temporary and liable for termination as and when regular candidate joins or regular surplus candidates are available or the concerned related trade is closed for any administrative reasons against the post. It is further mentioned therein that consolidated salary of Rs. 14,000/- per month would be released to the said candidates. Furthermore, advertisement, Annexure P-5, categorically states that applications are invited for the posts of Instructors on contractual basis at the rate of Rs.14,000/- per month. Therefore, argument raised by learned counsel for the petitioners in this respect is rejected being devoid of any merit.

Similarly, reliance by the petitioners on the decision in SLP (c) No. 9230-31 of 2009, wherein the Hon'ble Supreme Court had directed accommodation of the candidates/employees therein on humanitarian grounds, is misplaced. At this stage, it is to be noticed that CWP no. 21088 of 2021, CWP No. 1015 of 2022 and CWP No. 21277 of 2021, filed by persons working on the posts of Instructors on contractual basis were dismissed by this Court on 18.04.2022 while passing a detailed order. Petitioners therein also sought regularization of their services and in the alternate, on their representation being rejected, sought accommodation on

humanitarian grounds. Reliance by the petitioners in the abovementioned writ petitions was also placed on the order passed by the Hon'ble Supreme Court in SLP (c) 9230-31 of 2009. Detailed reasoning in decision dated 18.04.2022 is duly adopted in this matter as well. It is a settled position of law that contractual employee has no right to claim regularization on a particular post in the absence of specific policy on the ground that selection was in accordance with the applicable rules or on account of length of service. Petitioners have duly accepted the contractual nature of their appointment with open eyes. Learned counsel for the petitioners is unable to point out any ground whatsoever which calls for interference in this writ petition.

No other argument has been raised.

Accordingly, this writ petition is dismissed with no order as to costs.

23.05.2022
s.khan

[LISA GILL]
Judge

Whether speaking/reasoned : Yes/No.

Whether reportable : Yes/No.