

Kapil Soni

.....Petitioner

versus

State of Haryana and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE ARUN MONGA

Present:- Mr. Sunil K. Nehra, Advocate and
Mr. Suryaveer Singh Surjewala, Advocate for the petitioner.

Mr. Pankaj Middha, Additional AG Haryana.

ARUN MONGA, J. (ORAL)

Petition herein, *inter alia*, is for issuance of a writ in the nature of Certiorari for quashing impugned order dated 13.05.2022 (Annexure P-3) whereby petitioner's services have been terminated without holding any regular enquiry. Further, a writ in the nature of Mandamus has been sought seeking directions to reinstate him in service along with all consequential benefits.

2. Pledged case is that petitioner was appointed on contract basis on the post of District Finance-cum-Logistic Consultant (DFLC) in NCD Department O/o Civil Surgeon, Faridabad under the National Health Mission Programme, vide appointment letter dated 20.09.2019 (Annexure P-1). On 27.08.2020, petitioner was falsely implicated in case FIR No.0288 dated 27.08.2020, registered at Police Station S.G.M. Nagar (Sanjay Gandhi Memorial Nagar), under Sections 120-B, 406, 420, 467, 468, 471, 477-A of the Indian Penal Code, 1860. He was taken in custody from 15.02.2022 and was released on bail vide order dated 21.09.2022 (Annexure P-2). In the interregnum, services of the petitioner were terminated vide impugned order dated 13.05.2022 (Annexure P-3) stating that he remained willfully absent from duty.

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

4. *Ex facie* disputed question of facts are involved which cannot be gone into on the basis of affidavits under the extraordinary writ jurisdiction.

5. In any case, 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. Furthermore, if there is trust deficit in the mutual confidence between the employer and the employee, the employer cannot be compelled to continue the services of that employee, especially when petitioner has been involved in an FIR for offences involving moral turpitude and the case is under investigation.

7. This Court would refrain from interfering under extraordinary writ jurisdiction, 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

November 17, 2022

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Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No