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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-137-2023 (O&M)

Date of decision : 19.01.2023

Ravinder Singh

...Petitioner

Vs.

Union of India and others

...Respondents

CORAM:- HON'BLE MR. JUSTICE MANOJ BAJAJ

Present: Mr. Amandeep Singh Manaise, Advocate
for the petitioner.

Mr. Karan Kumar Jund, Central Govt. Counsel,
for respondent Nos.1 to 5-Union of India.

MANOJ BAJAJ, J.

CM-442-2023

Application is allowed as prayed for.

Annexure P-11 is taken on record.

Main case

Petitioner has filed this writ petition under Article 226 Constitution of India for issuance of writ in the nature of Certiorari for quashing of order dated 31.12.2022 (Annexure P-9) passed by respondent No.3, whereby his services as Pharmacist have been terminated.

Learned counsel submits that the petitioner being diploma holder in Pharmacy was initially engaged on annual contractual basis as Pharmacist by respondent No.3-Ex-servicemen Contributory Health Scheme Cell w.e.f.15.07.2018 at Batala, and again recently his fresh contractual engagement was made on 17.11.2022 (Annexure P-3) for a period of 11 months i.e. from

18.11.2022 to 17.10.2023 at ECHS Polyclinic Batala. Learned counsel submits that respondent No.3 vide impugned order dated 31.12.2022 (Annexure P-9) terminated his services illegally, arbitrarily and while referring to the procedure for Contractual Employment of Staff for ECHS Polyclinics, he drew the attention of the Court to Clause-15 i.e. Procedure for Disciplinary Action and further argued that once there is a specific procedure prescribed to be followed before terminating even the contractual employee, the impugned order dated 31.12.2022 (Annexure P-9) passed by respondent No.3 is not sustainable and warrants interference by this Court.

After hearing learned counsel and considering the submissions, this Court finds that the services of the petitioner were hired by respondent No.3 by entering into a written contract dated 18.11.2022, which is signed by both the parties and it also contains the terms and conditions of the contract. Clause-3 of the terms and conditions makes it clear that ECHS Cell reserves its right to terminate the appointee by giving 30 days notice or by paying remuneration for 30 days in lieu of notice any time during the tenure without even assigning any reason. The contract was entered into in November, 2022 and was to expire in October 2023, but it has been repudiated through impugned letter dated 31.12.2022 (Annexure P-9).

During the course of hearing, it is not disputed by learned counsel that one month's salary has already been paid to the petitioner in terms of Clause 3 of the Contractual Engagement (Annexure P-3).

Now while examining the argument of the learned counsel that the procedure prescribed under Clause-15 is to be followed mandatorily before the petitioner is removed from his engagement, this Court has no hesitation in

holding that this Clause has no applicability in the given facts as there is no mention of any misconduct, professional negligence or deficiency in service while passing the impugned order dated 31.12.2022.

At this stage, Mr. Manaise, learned counsel submits that during the previous tenure of the petitioner, departmental action was taken against him along with two other employees for certain discrepancies in the pharmacy and negligence in their duties in management of medicines and pursuant to that warning letter dated 31.10.2022 (Annexure P-8) was issued, therefore, according to the learned counsel, departmental inquiry is mandatory before terminating the petitioner from the current contractual engagement.

Having considered the last submission, this Court does not find any merit in it as well, because the warning letter pertains to petitioner's conduct and duties during the period of previous contract, which has ceased to exist. Besides, the engagement of petitioner is governed through the terms and conditions of recent contractual agreement dated 17.11.2022 and the warning letter dated 31.10.2022 has no relevance.

Thus, by no means Clause-15 of Procedure of Contractual Employment of Staff for Ex-servicemen Contributory Health Scheme, Polyclinics is attracted as the impugned termination of service/contract of petitioner is not stigmatic.

Resultantly, no ground is made out for exercise of extra ordinary writ jurisdiction.

Dismissed.

		(MANOJ BAJAJ)	
		JUDGE	
19.01.2023	Whether speaking/reasoned :	Yes	No
vanita	Whether Reportable :	Yes	No