

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

LPA-393-2023 (O&M)

Date of decision:- 24.08.2023

Jatinder Singh

...Appellant(s)

Versus

State of Punjab and others

...Respondent(s)

**CORAM: HON'BLE MR. JUSTICE RAVI SHANKER JHA, CHIEF JUSTICE**  
**HON'BLE MR. JUSTICE VIKAS BAHL**

Present: Mr. Narender Singh Kamboj, Advocate,  
for the appellant.

Mr. Arjun Sheoran, Deputy Advocate General, Punjab.

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**RAVI SHANKER JHA, C.J. (ORAL)**

This appeal is directed against the judgement and order dated 15.02.2023 passed by the learned Single Judge dismissing the writ petition filed by the petitioner (appellant herein) seeking quashing of the inquiry report dated 14.01.2022 (Annexure P-16) and the order dated 07.03.2022 (Annexure P-19).

The brief facts leading to the filing of the present appeal are that the appellant was engaged as Gram Rojgar Sewak on contract basis under Mahatama Gandhi NREGA Scheme on 10.07.2013 for a period of one year. His contract of service was renewed by the respondent-authorities from time to time and lastly upto 31.12.2021. On 14.01.2022, the respondent-authorities found that the work relating to the mapping of job-cards that was entrusted to the appellant was not upto the mark. Consequently, the authorities passed the impugned order dated 07.03.2022 refusing to renew the appellant's contractual appointment which had come to an end on 31.12.2021. The appellant being aggrieved had filed the writ petition before this Court which was dismissed by the learned Single Judge holding that his service contract had come to an end and that as there was no law that could compel the authorities to renew the contract as a matter of right, therefore, the writ petition was mis-conceived.

Learned counsel for the appellant submits that the appellant was performing his work satisfactorily as a Gram Rojgar Sewak from 2013 onwards. It is submitted that the authorities with a view to terminating his services falsely implicated him in a matter relating to mapping of job-cards and after unilaterally recording a finding against him in an inquiry vide report dated 14.01.2022 passed the impugned order dated 07.03.2022 refusing to

renew his contract. He further submits that the act of the respondent-authorities in not renewing the contract of the appellant is contrary to clause 3 of the service agreement which requires that an agreement/contract of service can be terminated at any time by giving one month’s notice. He further submits that as no notice was issued to the appellant, therefore, the impugned order dated 07.03.2022 is bad in law. He further submits that this aspect has not been considered by the learned Single Judge. Hence, the same suffers from perversity.

Having heard learned counsel for the appellant, it is observed that clause 3 of the agreement/service contract which has been placed on record by the appellant through additional document as Annexure A-1 would apply only during the currency of the contractual appointment and provides that in case the contractual appointment is sought to be brought to an end during the currency of the same, one month’s notice has to be issued. However, the said clause has no applicability to the facts and circumstances of the present case as the contractual appointment of the appellant had itself come to an end on 31.12.2021 and as on 07.03.2022 when the order refusing to renew the contract was issued, there was no contract existing between the parties, nor was the appellant in any contractual appointment of the respondent-authorities. In such circumstances, the submissions of learned counsel for the appellant being contrary to the facts on record are mis-conceived.

Having perused the order passed by the learned Single Judge, it is observed that the learned Single Judge has rightly held that no writ can be issued directing the respondent-authorities to enter into a contract of appointment with the appellant and, as such, the relief cannot be claimed as a matter of right. In such circumstances, we do not find any illegality or infirmity in the order passed by the learned Single Judge.

The appeal being meritless is, accordingly, dismissed.

Consequently, all the pending miscellaneous applications stand disposed of.

**(RAVI SHANKER JHA)**  
**CHIEF JUSTICE**

**(VIKAS BAHL)**  
**JUDGE**

**24.08.2023**  
Amodh Sharma

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