

IN THE HIGH COURT FOR THE STATES OF PUNJAB AND
HARYANA AT CHANDIGARH

CWP No.8283 of 2019 (O&M)

Date of Decision.14.02.2023

Manish Kumar and others

...Petitioners

Vs

Haryana Seeds Development Corporation Ltd.

...Respondent

CORAM:HON'BLE MS. JUSTICE JAISHREE THAKUR

Present: Mr. Jai Bhagwan Sharma, Advocate
for the petitioners.

Mr. Padamkant Dwivedi, Advocate
for the respondent.

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JAISHREE THAKUR J. (ORAL)

The present writ petition has been filed seeking issuance of a writ in the nature of Certiorari to quash letter dated 11.03.2019 (Annexure P-1) qua deployment of four numbers of Home Guards at Haryana Seeds Development Corporation Ltd., Tohana w.e.f. 01.04.2019 in place of petitioners on contract basis.

Learned counsel appearing for the petitioners would argue that petitioners herein are working on contract basis through the outsourcing agency and the petitioners are discharging their duties satisfactorily and thus, action of the respondents in seeking to replace them is unconstitutional. It is submitted that by engaging Home Guards, the respondent-Corporation will have to pay Rs.25,000/- per employee whereas the petitioners are being paid a sum of Rs.10,686/- per month and therefore, there would be a financial burden on the said Corporation. It is argued that in similar matter i.e. CWP

No.17450 of 2017 titled as *Deepak Arya and another Vs. Haryana Seeds Development Corporation and another* decided on 07.08.2018, this Court has held that services of petitioners therein should not be dispensed with unless and until regular incumbents are appointed.

Learned counsel appearing on behalf of the respondents would contend that the present writ petition is not maintainable. It is averred that as per the case set up by the petitioners, they have been appointed through an outsourcing agency i.e. Oscar Security & Fire Services and the contract with the said agency expired on 31.03.2019. There is no privity of contract with the between the respondent-Corporation and petitioners herein. It is further argued that this Court in *Nishan Singh Vs. State of Punjab and others 2014 (11) RCR (Civil) 262* and *Vikash Vs. The State of Haryana and others* passed in CWP No.19762 of 2018 decided on 11.12.2019 has held that the writ petition would not maintainable against an outsourcing agency being a private entity, which is not an authority in terms of Article 12 of the Constitution of India.

I have heard learned counsel for the parties and have perused the paper book and find that the writ petition is maintainable, considering the fact that the petitioners have been employed through an outsourcing agency i.e. Oscar Security & Fire Services. There is no privity of contract for appointment between the petitioners and the respondent-Corporation. The judgment as relied upon by the counsel appearing for the petitioners in *Deepak Arya's case* (supra) would not be applicable in the present case, considering the fact in the said case petitioners therein had been appointed by the respondent-Corporation whereas in the present case, petitioners have been appointed through outsourcing agency and therefore, there is no

master-servant relationship between the respondent-Corporation and the petitioners herein.

Consequently, the instant petition stands dismissed.

(JAISHREE THAKUR)
JUDGE

February 14, 2023
Pankaj*

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No