

**(136) IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**RSA No.3866 of 2019 (O&M)
Date of decision: 11.10.2023**

BRIJESH

.....APPELLANT

Vs.

HARYANA STATE AND OTHERS

.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE ANIL KSHETARPAL

Present: Mr. Surinder Kumar Daaria, Advocate for the appellant.
Mr. J.S.Pannu, AAG, Haryana

ANIL KSHETARPAL, J(Oral)

(1) The correctness of concurrent finding of the fact arrived at by the Courts below is questioned by the plaintiff in the second appeal. In order to comprehend the issue involved in the present case, relevant facts in brief are required to be noticed.

(2) The appellant was appointed as a Sub Division Clerk on a contractual basis for a period of 06 months in the year 2009. The aforesaid contract was renewed from time to time. From September 2012, the contract of service was not renewed. He filed a suit for grant of decree of declaration and permanent injunction claiming that he is entitled to continue to work with the State Government and he is entitled to the regularization of his service, apart from salary for 09 months. The trial Court partly decreed the suit and the plaintiff was held entitled to 09 months salary. Two appeals were preferred before the First Appellate Court. The First Appellate Court has held that the State will pay the outstanding salary to the plaintiff for a period of 09 months alongwith interest @ 6% per annum. However, the

remaining relief has been declined to the plaintiff.

(3) Learned counsel representing the parties have been heard at length and with their able assistance perused the paper book.

(4) Learned counsel representing the appellant while relying upon the policy instructions dated 16.02.2009 submits that as per that policy, the services of the appellant could not be dispensed with unless he was replaced with by a regularly selected employee. He submits that the services of the appellant could not be dispensed with the retrospective effect.

(4) On the other hand, learned counsel representing the respondents submits that the case for regularization of the services of the appellant was considered and since he was not in service, therefore, it was not accepted. He further submits that the appellant being a contractual employee was not entitled to continue in service against the terms of the appointment.

(5) This court has considered the submissions. Admittedly, the appellant was employed on a contractual basis. Such employment is terminable in terms of the contract of service. It is the case of the respondents that the plaintiff absented from his duty after 11.09.2012. He never came back to join though he filed a suit. Moreover, the appellant being contractual employee is not entitled to the security of service as envisaged under Article 311 of the Constitution of India.

(6) Keeping in view the aforesaid facts, no grounds to interfere with the concurrent findings of the Courts below.

(7) The present appeal is accordingly dismissed.

October 11, 2023

Raman

**(ANIL KSHETARPAL)
JUDGE**