

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

LPA-896-2022 (O&M)
Date of Decision: 10.05.2023

Ranjan Biswal

.....Appellant

Versus

Union of India and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE RAVI SHANKER JHA, CHIEF JUSTICE
HON'BLE MR. JUSTICE ARUN PALLI, JUDGE

Present : Mr. A.S. Pannu, Advocate, for
Mr. Vikas Singh, Advocate,,
for the appellant.

ARUN PALLI, J.

1) This is an intra-court appeal, under Clause X of the Letters Patent, against an order and judgment dated 01.04.2022, vide which the writ petition preferred by the appellant has been dismissed.

2) The appellant, before the Writ Court, had prayed for the following substantive relief:

“Civil Writ Petition under Article 226 of Constitution of India for issuance of Writ in the nature of Certiorari for quashing impugned order dated 18.-01-2021 (Annexure P-8) whereby representation(s) filed by petitioner seeking primarily relief of renewing/extending the service tenure of petitioner by adding his name in the list of similar situated contractual employees, has been denied;

AND for issuance of writ in the nature of Mandamus directing respondents to renew/extend service tenure of petitioner by adding his name in the list of similar situated contractual employees, Annexure P-6 to P-

7 by allowing him to continue his job as Mess Cook under respondents in the interest of justice, equity & fair play.”

3) Learned counsel for the appellant submits that appellant was hired as a Cook by Punjab Engineering College, Chandigarh, to be deputed at Vindhya Hostel, on contract basis, in April, 2013. His services were renewed after every six months, along with other employees. However, for an oblique purpose and motive, he was not granted extension beyond 31.10.2020. He approached this Court vide a writ petition (CWP-22079-2020), which was disposed of, vide order dated 21.12.2020, requiring the authorities to address his grievance. However, vide order dated 18.01.2021, the competent authority rejected his claim. Resultantly, he approached this Court again vide a writ petition, which, as indicated above, has since been dismissed. In reference to the order dated **18.01.2021** (*ibid*), he asserts that apparently, services of the appellant were terminated on account of misconduct, without affording him any notice, opportunity and holding any domestic enquiry. Thus, termination of the services of the appellant was illegal.

4) We have heard learned counsel for the appellant and perused the record.

5) *Ex facie*, appointment of the appellant was contractual in nature. Depending upon the requirement of the hostels, contract of the appellant was being extended from time to time. Lastly, vide office order dated 29.09.2020, his contract was renewed from 01.10.2020 to 31.10.2020. The position of law is settled that no legally enforceable right vests in an employee, who is hired on contractual basis for a specified period, to continue in service in perpetuity or ask for renewal of the contract. Upon being asked, learned counsel for the appellant failed to substantiate that given the nature of appointment of the

appellant (contractual), could a Mandamus be even asked for, requiring the authorities to renew the contract of the appellant.

6) It would be apposite, at this stage, to refer to the observations recorded by the Supreme Court in **Yogesh Mahajan Vs. Prof. R.C. Deka, Director, All India Institute of Medical Sciences, 2018 (3) SCC 218:**

“6. It is settled law that no contract employee has a right to have his or her contract renewed from time to time. That being so, we are in agreement with the Central Administrative Tribunal and the High Court that the petitioner was unable to show any statutory or other right to have his contract extended beyond 30-6-2010. At best, the petitioner could claim that the concerned authorities should consider extending his contract. We find that in fact due consideration was given to this and in spite of a favourable recommendation having been made, the All India Institute of Medical Sciences did not find it appropriate or necessary to continue with his services on a contractual basis. We do not find any arbitrariness in the view taken by the concerned authorities and therefore reject this contention of the petitioner.”

7) Further, a bare analysis of the order dated 18.01.2021 (*ibid*), would show that specific stand set out by the authorities was that no vacancy of Cook existed, and as and when any fresh vacancy would arise, the appellant would be informed and his case would be considered, along with others. As observed by the learned Single Judge, learned counsel for respondents No.2 to 4, had pointed out, during the hearing, that post completion of the contractual term of the appellant on 31.10.2020, an advertisement for fresh recruitment had already been issued and the selection process was underway. And, counsel for the

appellant, in response thereto, had clarified that even the appellant, pursuant to the advertisement, had applied and was competing for selection.

8) Adverting to the argument that, in essence, services of the appellant were terminated on account of alleged misconduct: as can be discerned from the order dated 18.01.2021 (*ibid*), the Manager of the hostel had made a complaint against the appellant on account of misbehavior on his part. As a result, he was even called by the Dean Student Affairs, but he failed to tender any satisfactory explanation. However, what needs to be noticed is that services of the appellant were not terminated on account of alleged misconduct. Concededly, no order, punitive or stigmatic in nature, was ever passed against him. Thus, the argument that in the given circumstances, the authorities were required to hold a domestic enquiry, is equally misconceived and cannot be countenanced.

9) In the wake of the above, we are dissuaded to interfere with the impugned order and judgment. The appeal, being bereft of merit, is accordingly dismissed.

(RAVI SHANKER JHA)
CHIEF JUSTICE

(ARUN PALLI)
JUDGE

10.05.2023
AK Sharma

Whether speaking/reasoned	Yes
Whether reportable	Yes/No