

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

(204)

RSA No. 3720 of 2005
Date of Decision : 13.02.2023

Randhir Singh

...Appellant

Versus

State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. Yagsimant Attri, Advocate for the appellant.

Ms. Vibha Tewari, Assistant Advocate General, Haryana.

Harsimran Singh Sethi J. (Oral)

The present regular second appeal has been filed challenging the judgment and decree dated 17.04.2004 passed by the trial court by which, the suit filed by the appellant-plaintiff challenging the order dated 30.09.1998 by which, his services were terminated, was dismissed as well as the judgment of the lower appellate court dated 04.05.2005 by which, the appeal preferred by the appellant-plaintiff was also dismissed.

Before adjudicating to the grounds of appeal, certain facts need to be stated so as to appreciate the controversy in the correct perspective.

The appellant-plaintiff joined the respondent-Haryana Roadways on 13.08.1996 on contract basis. While performing the duties on contract basis, on 13.05.1997 while he was on duty on Bus having Registration No. HR-46-206, he met with an accident and suffered injuries, due to which, he could not perform the duties of the post of the driver.

After being declared medically fit, the appellant-plaintiff joined his duty on 04.07.1997 as his contract was subsisted on the said date but he was put on light duty as concededly the appellant-plaintiff was not able to perform the duties of the driver keeping in view the injuries suffered by him. When the contract period of the appellant-plaintiff came to an end on 30.09.1998, he was relieved from service, which relieving was treated as termination by the appellant-plaintiff and the said order dated 30.09.1998 was challenged by the appellant-plaintiff by filing a civil suit seeking a declaration that the said order is illegal and arbitrary with the further prayer that he should be treated in service for all intents and purposes.

Keeping in view the evidence, which came on record, the trial court found that as the appellant-plaintiff was working on contract basis and till the contract subsisted, even after suffering the injuries in accident, he was put on light duty and thereafter, in terms of the contract, the appellant-plaintiff was relieved from service hence, no grievance can be raised by the appellant-plaintiff and the suit was dismissed by the trial court vide judgment and decree dated 17.04.2004. Feeling aggrieved against the judgment and decree of the trial court, the appellant-plaintiff preferred an appeal, which also came to be decided on 04.05.2005 and the judgment and decree dated 17.04.2004 of the trial court was upheld hence, the present regular second appeal.

Learned counsel for the appellant-plaintiff argues that once the appellant-plaintiff had met with an accident while in service, he was entitled to be put on light duty and should have been allowed to continue in service hence, the relieving of his services by the impugned order dated 30.09.1998

is bad in law. Learned counsel for the appellant-plaintiff submits that the appellant-plaintiff was entitled to continue in service and keeping in view the provisions in Persons with Disabilities (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995, the appellant-plaintiff was entitled to continue in service though, to perform the light duty. Hence, terminating the services by the respondent-defendants was bad. Learned counsel further submits that the facts have not been appreciated by the courts below in a correct perspective and even the provisions of 1995 Act, have not been read in a harmonious manner while dismissing the suit as well as the appeal filed by the appellant-plaintiff.

Learned counsel for the respondents-defendants submits that the findings, which have been recorded by the courts below, are perfectly valid, especially that the appellant-plaintiff was working on a contract basis while he suffered injuries due to an accident but till the contract subsisted, he was allowed to perform the duties and that too by giving him the light duty instead of the duty of the post of Driver and it was only upon the date when his contract came to an end, he was relieved hence, there was no violation of 1995 Act as being alleged and the findings recorded by the courts below are perfectly correct keeping in view the evidence, which have come on record.

I have heard learned counsel for the parties and have gone through the record with their able assistance.

It is a conceded position that the appellant-plaintiff was working on a contract basis. Once, the appellant-plaintiff was working on contract basis and the contract was for a particular period, the appellant-

plaintiff had a right to continue on the said post till the contract subsists even if he had met with an accident and was not fit enough to discharge the duties of the post of the driver. It is also conceded by the learned counsel for the appellant-plaintiff that even during working on contract basis and that too after the suffering of the injuries in the accident, during the subsistence of the contract, he was given light duties. That being so, the provisions of 1995 Act were followed in the facts and circumstances of the present case and the findings recorded by the courts below cannot be treated to be perverse either on facts or on evidence.

The argument, which has been raised by the learned counsel for the appellant-plaintiff is that even if the appellant-plaintiff was working on contract basis, the respondents-defendants were under obligation to continue him in service even after the expiry of the contract period on a post other than that of a driver so that he could claim regularization of his services. The said relief, which is being claimed, is beyond the facts and circumstances of the present case. The employee, who suffers any injury during duty, can only claim the benefits keeping in view the facts and circumstances of the case and nature of the employment. A regular employee can claim the continuation till the superannuation whereas, an employee, who is working on contract basis, can only seek continuation of his contract despite suffering disability but only during the subsistence of the contract. Once, the contract has expired, the employee cannot claim the extension of service only because he/she has suffered disability. Even if, the appellant-plaintiff would not have suffered the disability in the accident during the period of contract, he would have only continued till the

subsistence of the contract hence, the respondent-department was well within their right to relieve him after the expiry of the contract. Therefore, once the appellant-plaintiff remained in service during the subsistence of contract, even after suffering the injuries in an accident and he was only relieved on the expiry of the contract, the claim that he should have been allowed to continue even after the expiry of the contract, cannot be allowed as the same is also not envisaged under the 1995 Act.

Keeping in view the above, as no perversity has been pointed out by the learned counsel for the appellant-plaintiff in the facts or evidence, which have come on record, no ground is made out for interference by this court in the judgment dated 17.04.2004 and 04.05.2005 of the courts below.

The present regular second appeal is dismissed.

February 13, 2023
kanchan

(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No