

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

**CWP No.10377 of 2016
Date of decision : 20.01.2023**

Bhupinder Kumar

....Petitioner

Versus

State of Punjab and another

...Respondents

CORAM: HON'BLE MR. JUSTICE PANKAJ JAIN

Present : Mr. Mohit Jaggi, Advocate
for the petitioner.

Mr. Sehajbir S. Aulakh, Asstt. Advocate General, Punjab
for respondent No.1-State.

Mr. Rupinder Khosla, Sr. Advocate assisted by
Mr. R.P.S. Brar, Advocate respondent No.2.

PANKAJ JAIN, J. (ORAL)

Present writ petition has been filed under Article 226/227 of the Constitution of India praying for issuance of writ in the nature of certiorari seeking quashing of order dated 27th of October, 2014 (Annexure P-8) whereby the contract of employment of the petitioner has been terminated.

2. The order (Annexure P-8) reads as under :-

“To

Shri Bhupinder Kumar, Swimming Coach,
Through Divisional Engineer (Head Office)
GMADA, Sahibzada Ajit Singh Nagar.

L.No.GMADA-Administration-A-4-2014/30866
Dated : 27.10.14

Subject : Regarding terminating the contract.

On the subject cited above.

2) Regarding subject cited above it is informed that it has been brought to the notice of this office by Senior Superintendent of Police that Indu Rani daughter of Jagdish Kumar has got registered one case No.54 dated 6.5.2014 u/s 406/498A at Police Station Women, Patiala and you have remained in police lockup from 9.5.2014 till 12.5.2014. You have informed your controlling officer that you have remained on sudden leave from 9.5.2014 till 14.5.2014 because of operation of our mother. In this manner, you have concealed facts from the office. In this manner you have concealed Therefore, contract w.e.f. 9.5.2014 till 14.5.2014 is considered as deemed suspended.

Besides the above, as per clause 4 of the appointment letter issue to you, notice is hereby sent to you from 27.10.2014 that your contract is terminated w.e.f. 26.11.2014.

Sd/- Superintendent (Administration)
For Chief Administrator.

Endst.No.GMADA-ADMN-AS-4/2014/30866-70Dated: 27.10.14

A copy of the above is sent to the following for information and further action :

1. Chief Engineer, GMADA, SAS Nagar.
2. Divisional Engineer (Head Office), GMADA SAS Nagar.
3. Sports Administrator, GMADA, SAS Nagar.
4. Accounts Officer (Payment), GMADA, SAS Nagar.

Sd/- Superintendent (Administration)
For Chief Administrator.”

3. Mr. Jaggi appearing for the petitioner submits that the FIR related to matrimonial discord between the petitioner and his wife. The matter having been settled, the same cannot be read to disentitle the petitioner from employment.

4. Per contra, Mr. Khosla submits that it is not as to whether the

petitioner has subsequently settled the matter with the complainant or not. The case relates to concealment of material facts at the hands of petitioner during employment. Once the employer has lost trust, the employee cannot be thrust upon the employer and, thus, the respondent was well within its right to terminate the contract.

5. Having heard counsel for the parties and after going through the records of the case, in the considered opinion of this Court, the employment of the petitioner was purely contractual in nature. Definitely it lies within the domain of the employer to extend the same or not. The reason assigned by the employer cannot be said to be unsustainable which would warrant interference in the present writ petition.

6. Consequently, the present writ petition is dismissed.

January 20, 2023
Dpr

(PANKAJ JAIN)
JUDGE

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