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

**CWP-23191-2015 (O&M)
Date of decision : 18.05.2023**

Gurmeet Singh

..... Petitioner

versus

Punjab Agro Juices Ltd. and another

..... Respondents

CORAM : HON'BLE MR. JUSTICE PANKAJ JAIN

Present: Mr. Baltej Singh Sidhu, Senior Advocate with
Mr. Chandan Singh, Advocate
for the petitioner.

Mr. Sunish Bindlish, Advocate with
Mr. Prashant Rana, Advocate
for the respondents.

PANKAJ JAIN, J. (Oral)

Present writ petition has been filed seeking writ in the nature of certiorari quashing order dated 23.09.2015 (Annexure P-4) issued by respondent No.1, whereby the services of the petitioner stand terminated and the petitioner stands relieved.

2. The petitioner who was employed through outsource agency by the respondent as Plant Technician (Refrigeration) in the year 2009 was given contractual employment and was put on the roles of the respondent-Corporation itself vide LOI dated 17.07.2013. The relevant terms and conditions of the appointment read as under:-

“1. You shall be paid a consolidated salary of Rs.16,675/- (Rupees Sixteen Thousand Six Hundred and Seventy Five Only) per month on fixed period contract basis initially for a period of one year w.e.f. 01.07.2013 to 30.06.2014. All benefits/perquisite

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shall be elaborated in the contract agreement.

2. An annual increment @ 5% shall be allowed for each completed year subject to your work and conduct report. You will not be entitled get any benefit of past service rendered to PAJL through service provider.

3. For terminating the agreement as well as this offer, you shall have to give minimum three months notice, however PAJL's management can terminate your services by giving one month notice.

4. Your appointment shall be governed by rules and regulations of the Company.

5. You shall have to sign a contract agreement on non judicial stamp paper worth of Rs.15/- immediately after joining the Company for which draft contract agreement shall be provided to you in due course.

6. You shall resume the charge of new assignment w.e.f. 01.07.2013 at PAJL plant at Abohar and shall be assigned duties/responsibilities by the Controlling Authority(ies) from time to time.”

3. The petitioner was also given pay hike vide order dated 24.07.2014 (Annexure P-3). However, vide impugned order Annxure P-4, the contract of the petitioner was terminated after giving one month notice w.e.f. 01.10.2015 and was ordered to be deemed to be relieved from the duties on the expiry of the notice period.

4. Mr. Sidhu, Senior counsel representing the petitioner submits that once the contract of the petitioner was being terminated for his work and conduct being termed as unsatisfactory, the same ought not have been terminated without grating him opportunity of hearing.

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The action of the respondents being in violation of principles of natural justice deserves to be quashed. Further, Mr. Sidhu submits that apart from recording appraisal report, there is no material which has been placed on record to show as to what forms the basis of the opinions as recorded in the appraisal report. In fact termination of the contract of the petitioner is a camouflauge to adjust another contractual employee.

5. Per contra, Mr. Bindlish appearing for the Corporation while referring to para 2 of the preliminary submissions raised in the written statement submits that for renewing the contract of the contractual employee, there is a Committee in place constituting of Manager (Admn. & Comm.), Maintenance Supervisor as Assessing Officer and the Plant Head as the reviewing officer.

6. After the Committee submitted its report and found that the services of the petitioner were unsatisfactory and the overall asseement of the petitioner was found to be bad, the services of the petitioner were terminated strictly in accordance with the terms of the contract after giving him one month's notice which came into effect from 01.10.2015 and expired on 31.10.2015.

7. I have heard counsel for the parites and have gone through the records of the case.

8. Mr. Sidhu does not dispute that the petitioner was appointed purely on contractual basis. The contract provided for that the Corporation-Management can terminte the services of the petitioner by giving one month notice. Thus, the plea w.r.t. P-4 being in violation of the terms of the contract cannot be sustained. So far as the reason of the termination i.e. services of the petitioner being unsatisfacotry is

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concerned, trite it is that for contractual employees, the termination of the contract on the ground that their services are unsatisfactory is not stigmatic.

9. In view of above, this Court does not find any reason to interfere in the present writ petition and the same is hereby dismissed.

10. Since the main case has been decided, pending miscellaneous application, if any, shall also stands disposed off.

(PANKAJ JAIN)
JUDGE

18.05.2023
Dinesh

Whether speaking/reasoned :	Yes
Whether Reportable :	No