

109 IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-18616-2023
Date of decision: 12.09.2023

Simranjit SinghPetitioner
V/s
State of Punjab and others ...Respondents

CORAM: HON'BLE MR. JUSTICE DEEPAK MANCHANDA

Present: Mr. Ravi Gakhar, Advocate
for the petitioner.

Mr. Arun Gupta, AAG, Punjab
for respondent Nos. 1, 2 and 5.

Mr. Sanjeev Soni, Advocate
for respondent Nos. 3 and 4.

DEEPAK MANCHANDA J.

1. Through the present petition, the petitioner has sought quashing of the order dated 02.08.2023 (Annexure P-15) being contrary to the notification dated 10.10.2022 (Annexure P-9) whereby the resolution No.56 dated 15.03.2023 (Annexure P-10) has been suspended in violation of mandatory provisions of Punjab Municipal Act, 1911 with a further prayer for issuance of directions to the respondents for resuming the contractual services of the petitioner in terms of the resolution No.56 dated 15.03.2023.
2. Brief facts emanated from the pleadings of the present case are that the petitioner was appointed on the contractual basis vide resolution No. 76, dated

15.07.2019 (Annexure P-1) and the period of service was extended vide resolution dated 09.12.2021 (Annexure P-3) which was further extended by letter dated 18.01.2022 (Annexure P-5). However, the services of the petitioner were terminated vide resolution No. 24, dated 24.03.2022 (Annexure P-6) on the ground that two show cause notices were issued to the petitioner but since no reply was received his services were terminated. Further, an FIR No. 04 dated 10.01.2022 (Annexure P-4) was registered against the petitioner where he got anticipatory bail. Thereafter, petitioner explaining his situation requested for resuming his services but the same was not done. Aggrieved by the said action, the present petition has been filed.

3. Learned counsel for the petitioner contends that the services of the petitioner were terminated without granting him opportunity of hearing as no show cause notices were ever received by him hence, he could not reply to the same. He further contends that the impugned order dated 02.08.2023 (Annexure P-15) is illegal vide which the services of the petitioner were terminated on the ground that the petitioner is not an employee of Municipal Council and since an FIR under Section 376 IPC has been registered against him which is a heinous crime hence, he is not eligible to be recontracted. He also submits that the resolution No.56 dated 15.03.2023 has been wrongly suspended as such action is not in accordance with law, rules/ Government instructions. Learned counsel again contends that as per Section 41 of the Punjab Municipal Act, 1911, if in the opinion of the State Government any officer or servant of the Committee is negligent in the discharge of his duties, he shall be offered an opportunity of

being heard whereas before passing the impugned order dated 02.08.2023 no such opportunity of hearing was granted to the petitioner.

4. I have heard learned counsel for the petitioner and have gone through the case file minutely.

5. After perusing the impugned order dated 02.08.2023 which reveals that on 15.03.2023 that resolution No.56 was passed in reference to the request made by the petitioner for restoration of his services who was dismissed by respondent No.3 on the ground that one FIR No.04 dated 10.01.2022 under Section 376 of IPC was registered against him where even explanation regarding absence from duty was sought from the petitioner but since he failed to reply to the same he was terminated from service. The perusal of impugned order also reveals that petitioner was appointed on contract basis for a period of six months or till vacancies of direct recruitment are filled. However, said period was extended from time to time which continued uptill further six months. The order in question was passed while relying upon the judgment passed by the Supreme Court in *Yogesh Mahajan Vs. Professor RC Deka, Director, All India Institute of Medical Sciences, reported in (2018) 3 SCC 218 and Oshiar Prasad and others Vs. Employers in relation to Management of Sudamdih Coal Washery of M/s BCCL, Dhanbad, Jharkhand reported in (2015) 4 SCC 71* where it was held that a contract employee has no right to employment and the reason for cancellation of his appointment has to be seen. As petitioner being ineligible where a criminal case was registered against him and even contract period has also been expired hence, the petitioner has no right for continuation of the contract which had already been expired as he was appointed on adhoc basis. It is

a settled preposition of law that the contractual employee cannot claim his reinstatement as a right being the adhoc employee moreover, even as per the judgments on which the respondents have relied upon while suspending the resolution No.56 regarding termination of the services of the petitioner where a criminal case under Section 376 of IPC had been registered is also a valid ground for not continuing his services.

6. In this regard, reference can be made to the decision of this Court passed in **CWP-26616-2021**, titled as **“Pawan Kumar Pundir Vs. State of Haryana and others”**, decided on 12.04.2023, wherein it was observed that when the appointment is contractual and by efflux of time, the appointment comes to an end, a contractual employee has no right to continue whatsoever on the post beyond stipulated period.

7. Further, in **“Lokesh Rana and another Vs. Union of India and others”** passed in LPA No.513-2022 on 04.07.2022, it has been observed as under:-

*“6. On the contrary, the Supreme Court, in the cases of **Yogesh Mahajan v. Prof. R. C. Deka Director All India, 2018 (3) SCC 218 and Gridco Limited and another v. Sadananda Doloi and others, 2011(15) SCC 16**, has clearly held that it is a settled law that no contractual employee has a right to have his contract renewed from time to time and can be discontinued after the contractual period is over. In the cases of **State of Uttar Pradesh and others v. Ex-Pilot Officer Arun Govil, 1989 (Supp.) 2 SCC 593 and, State of Orissa v. Chandra Sekhar Mishra, 2002 (10) SCC 583**, the Supreme Court has further held that a person appointed on contractual basis is entitled to continue as a contractual employee only till the period of his contract or for the period extended from time to time, and not beyond that, and that after the lapse of the contractual period, the employee has no right to continue as such and on his disengagement cannot be directed to be reinstated by the High Court. 7. In the case of **Union of India and others v. N. Murugesan and others 2022(2) SCC 25**, the Supreme Court, though with reference to appointment on a very high post, has further held that*

*in the cases of tenure appointment, the principle and doctrine of ‘**approve and reprobate**’ would also apply, and a person, with his eyes open and full knowledge, having taken the advantage of obtaining a contractual appointment, cannot subsequently challenge its terms and conditions and seek status of a permanent employee”.*

8. Moreover, there is nothing on record to show that under which rule of law/policy or statutory provisions the contractual employee has a right to continuation on the contract basis once his services have already been terminated on account of expiry of contract.
9. In view of the above discussion, present writ petition being devoid of merits is dismissed.

12.09.2023
Sapna

(DEEPAK MANCHANDA)
JUDGE

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