

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

134

CWP-27031-2023

Date of Decision : 01.12.2023

Gauravdeep Singh

..... Petitioner

Versus

State of Haryana and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present : Mr.R.K.Sharma, Advocate
for the petitioner.

Mr. Harsh Vardhan Shehrawat, AAG, Haryana.

JAGMOHAN BANSAL, J. (Oral)

1. The petitioner through instant petition under Articles 226/227 of Constitution of India is seeking direction to respondents to allow the petitioner to continue as Joint Chief Technology Officer in the office of respondent No.3 till the completion of contract.

2. The petitioner is an employee of National Institute for Smart Government-respondent No.3. The petitioner has been recruited by respondent No.3 on contract basis. The period of contract is 03 years which is extendable till the age of 60 years. The respondent No.2 is providing online registration to job seekers in Haryana. The respondents No.2 and 3 have entered into an agreement and petitioner in terms of said agreement came to be appointed with respondent No.2. The respondent No.3 vide communication dated 20.10.2023 confirmed job of the petitioner. The respondent No.2 vide letter dated 20.11.2023 (Annexure P-4) appreciated

work of the petitioner. The respondent No.3 vide communication dated 20.10.2023 revised package of the petitioner from Rs.23,06,976/- to Rs.24,68,464/-. On the one hand, respondents appreciated work of the petitioner and on the other hand, respondent No.2 vide communication dated 28.11.2023 (Annexure P-6) asked respondent No.3 to replace the petitioner with another employee. In the said letter, it was pointed out that NISG-respondent No.3 may raise an invoice in lieu of notice period.

3. Learned counsel for the petitioner submits that respondent No.2 has wrongly terminated services of the petitioner. The work of the petitioner was satisfactory and he was issued an appreciation letter. Despite appreciating work of the petitioner, the respondent No.2 asked respondent No.3 to replace the petitioner with another employee.

4. Learned counsel for respondent No.2, who on advance notice is present in Court, submits that there is contract between petitioner and respondent No.3. There is no contract between petitioner and respondent No.2. The appointment of petitioner with respondent No.3 is a contractual appointment. As per terms and conditions of the agreement between respondents No.2 and 3, the respondent No.2 is free to terminate service of any employee. The only requirement is to serve advance notice or pay salary in lieu of notice. The respondent No.2 has asked respondent No.3 to raise invoice in lieu of notice period, thus, there is due compliance of the agreement. The petitioner has not been terminated by respondent No.3. There is contract between petitioner and respondent No.3 and as per terms of the contract, the petitioner, in case of dispute, is supposed to seek appointment of Arbitrator. In the contract, it has further been provided that seat of arbitration proceedings shall be at Delhi.

5. I have heard the arguments of learned counsel for the parties and perused the record.
6. From the perusal of record, it is quite evident that petitioner has entered into a contract with NISG-respondent No.3. The petitioner is not privy to contract between respondents No.2 and 3. The petitioner has been appointed on contract basis and as per contract, the petitioner may be deputed, at the sole discretion of management, to any client. The petitioner was deputed to respondent No.2 who as per its discretion has decided to replace the petitioner with another person. The respondent No.3 has not terminated the contract and the petitioner has not entered into any contract with respondent No.2. The respondent No.2 has sought replacement from respondent No.3.
7. Hon'ble Supreme Court time and again has held that High Court can not ask any entity to continue contract of an employee. Issue involved in the present case is a purely contractual dispute.
8. In the case in hand, the petitioner has entered into contract with respondent No.3 who till date has not terminated the contract. The petitioner is not employee of respondent No.2.
9. This Court is of the considered opinion that respondent No.2 cannot be asked to avail services of the petitioner. The present petition is devoid of merit, thus, deserves to be dismissed and is accordingly dismissed.

01.12.2023
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(JAGMOHAN BANSAL)
JUDGE

Whether speaking/reasoned	Yes/No
<i>Whether Reportable</i>	<i>Yes/No</i>