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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-2200-2021

Date of decision: 03.09.2024

AKSHAY

...Petitioner

VERSUS

STATE OF HARYANA AND OTHERS

...Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- None for the petitioner.

Mr. Kapil Bansal, DAG, Haryana.

Mr. Vikas Chatrath, Advocate and
Ms. Priya Kaushik, Advocate
for respondent No.2.

JASGURPREET SINGH PURI, J. (Oral)

1. The present writ petition has been filed under Articles 226/227 of the Constitution of India seeking issuance of a writ in the nature of *mandamus* directing the respondent No.2 to reinstate the petitioner as Security Guard in the respondent-Department under outsourcing policy as the petitioner has been relieved from duty without any reason or notice with a further prayer to direct the respondents not to replace the petitioner with any other employee under outsourcing policy.
2. None has appeared on behalf of the petitioner today. Same was the position on the last two dates of hearing as well.



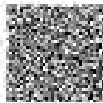
3. Learned counsel for respondent No.2 submitted that the present writ petition is liable to be dismissed on the ground that the petitioner is seeking reinstatement as a Security Guard under outsourcing policy through respondent No.3-Outsourcing Agency and the present writ petition is not maintainable against the aforesaid Outsourcing Agency and even otherwise also, so far as respondent No.2 is concerned, there is no privity of contract between the petitioner and respondent No.2. He referred to a Coordinate Bench judgments of this Court in *Karan Singh versus State of Haryana and others, CWP-1481-2022*, decided on 12.05.2022 and *Anmol Garg and another versus State of Punjab and others, CWP-29655-2018*, decided on 28.11.2018, which was upheld in LPA as well in this regard.

4. I have heard the learned counsel for respondent No.2.

3. Learned counsel for the petitioner is not present today and he has been repeatedly not appearing before the Court and therefore, the present case is being heard even in his absence because of his repeated absence.

4. The prayer in the present writ petition is for seeking reinstatement as a Security Guard under outsourcing policy through respondent No.3-Outsourcing Agency. A Coordinate Bench of this Court in *Anmol Garg's case (supra)* has dealt with the aforesaid proposition of law and held that the writ petition would not be maintainable against the Outsourcing Agency. The aforesaid judgment was upheld by a Division Bench of this Court in *LPA-1910-2018* decided on *10.12.2018*. The relevant portion of the aforesaid judgment passed by a Division Bench of this Court is reproduced as under:-

“Learned Single Judge finding that the appellant was an employee of outsourcing agency which was having a



license under the contract to supply manpower held there was no privity of contract between the appellant and the employer and she was not even a contractual employee. The principle being canvassed before us applies only in case there is a privity of contract between the employee and the employer. In the case in hand, the appellant was an employee of the service provider. The benefit of the said principle is not liable to be extended to her and, thus, we do not find any illegality committed by learned Single Judge in dismissing the writ petition.”

5. In view of the above, the present writ petition being devoid of any merit, is hereby dismissed.

03.09.2024
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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