

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

226

CWP-6658-2020 (O&M)
Date of decision : 08.02.2024

Minakshi Goyal

...Petitioner

VERSUS

State of Punjab and others

...Respondents

CORAM: HON'BLE MR. JUSTICE AMAN CHAUDHARY

Present: Mr. Impinder Singh Dhaliwal, Advocate, for the petitioner
Mr. Vaishnav Gandhi, DAG, Punjab

AMAN CHAUDHARY, J. (Oral)

1. The challenge in the present writ petition filed for the issuance of a writ in the nature of certiorari, is to the order dated 05.08.2019, Annexure P-5, vide which the services of the petitioner were terminated.
2. Learned counsel would submit that the petitioner was working as an Assistant Computer Operator in the office of Asst. Labour Commissioner Officer, Patiala, thereafter she was transferred to Sangrur. She was to join Ferozepur office, but was not allowed to, on the ground that her services were terminated by BOCW Board, which was neither communicated to her nor was she provided any opportunity of being heard. A charge of withholding the cess drafts for four months was falsely alleged against her, which was not even a part of her duties. Her services were allowed to be continued, however, by the impugned order, in view of the letter by the Principal Secretary, Labour Department, had relieved her of the services on the basis of the previous

allegations, who was not the appointing authority, thus was not competent to pass such an order.

3. Learned counsel vehemently opposed the petition on two premise, *firstly*, that no employer-employee relationship existed between the Department and the petitioner, *secondly*, it was due to the negligence on her part that a loss of Rs.4.99 lacs to the Board.

4. Heard learned counsel on either side.

5. It would be apposite to make a reference to the short reply dated 09.12.2022, filed by way of an affidavit of Jagpreet Singh, Assistant Labour Commissioner Sangrur on behalf of all the respondents. Relevant portions thereof read thus:

“2. ...It is submitted that the services of the petitioner were provided by M/s Punjab Ex-Servicemen Corporation to whom tender to supply contractual staff was awarded vide Written Agreement dated 1.10. 2013.

3. That in this regard is submitted that the petitioner was working as an Assistant Computer Operator through Service Provider M/s Punjab Ex-Servicemen Corporation in Punjab BOCW Welfare Board. It is pertinent to mention here that the petitioner was neither appointed nor terminated by the answering respondents. There is no employer-employee relationship between the petitioner and the answering respondents.

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10. That the petitioner was relieved from the office of ALC, Sangrur vide letter no.340 dated 05.08.2019 (Annexure P-5) on the ground of report obtained from vigilance department. It is pertinent to mention here that the petitioner was neither appointed nor terminated by the answering respondents and it was the duty of the service provider i.e. respondent no. 6 to replace the employee as per the requirement of the Punjab BOCW Welfare Board. ”

6. Notably, the petitioner was engaged by an outsource agency namely, M/ s Punjab Ex-Servicemen Corporation, with whom the Department had a written agreement for supply of contractual staff. The plea of her services being terminated by someone who was not competent to do so, cannot thus be countenanced.

7. In wake of the above, this Court finds no merit in the petition and the same is hereby dismissed.

(AMAN CHAUDHARY)
JUDGE

08.02.2024
geeta/mkk

Whether speaking / reasoned

Yes/No

Whether Reportable

Yes/No