

232

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

Date of decision: 11.07.2024

(I) CWP-13208-2020

DHARAMBIR SINGH

...Petitioner

VERSUS

UTTAR HARYANA BIJLI VITRAN NIGAM AND ORS.

...Respondents

(II) CWP-2749-2021

ANIL KUMAR

...Petitioner

VERSUS

STATE OF HARYANA AND OTHERS

...Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present:- Mr. Jitender S. Chahal, Advocate
for the petitioner in CWP-13208-2020.

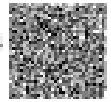
Mr. R. S. Mamli, Advocate for the petitioner in CWP-2749-2021.

Mr. Kapil Bansal, DAG, Haryana.

Mr. Raman Sharma, Advocate
for respondents in CWP-13208-2020 and
for respondents No.2 to 5 in CWP-2749-2021.

JASGURPREET SINGH PURI, J. (Oral)

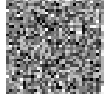
1. Both the writ petitions are taken up together for final disposal since
the subject matter involved in both the petitions is similar in nature.



2. For the sake of convenience, the facts are being taken from *CWP-13208-2020*, titled as *Dharambir Singh versus Uttar Haryana Bijli Vitran Nigam and others*.

3. In the Sub-Division of SDO 'OP', UHBVN, Sadhaura, on 02.11.2019, there was a complaint regarding some fault in the electricity line and one Tony, ALM along with the petitioner were attending to the aforesaid complaint to repair the blown off HT fuse of 63 KVA T/F SOP and for the purpose of attending to the complaint and climbing upon the pole, electricity connection was required to be disconnected from the starting point. It so happened that petitioner-Dharambir Singh allegedly informed the aforesaid Tony that he had got information from Anil, Shift Attendant (petitioner in CWP-2749-2021) that the electricity connection had been disconnected, whereas in fact the disconnection of the electricity was of some other line and not of the present line regarding which the rectification of fault was being conducted by Tony and for that purpose, he had to climb the pole. For the aforesaid reason, when Tony climbed the pole, he suffered electric shock and he fell down and also sustained number of injuries. Thereafter, some preliminary enquiry was conducted by the respondent-Nigam and on the basis of the said preliminary enquiry, the services of both the petitioners and aforesaid Tony were dispensed with.

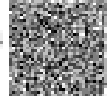
4. So far as aforesaid Tony, ALM, who was on oursource basis is concerned, he filed a writ petition before this Court bearing CWP-11132-2020 and a Coordinate bench of the Court disposed of the said writ petition on 04.08.2020 (Annexure P-9) after observing that as an interim compensation, the



aforesaid Tony shall be deemed to be in service with effect from the date of accident till a speaking order is passed by the competent authority and the petitioner shall therefore be entitled to his last drawn wages/salary for the period he has been out of service as a reparation for the incapacity suffered while on duty. A direction was issued to pass a speaking order within a period of eight weeks. Paras No.10 and 11 of the aforesaid order are reproduced as under:-

“10. In the aforesaid premise, the writ petition is disposed of with a direction to the competent authority to objectively consider representation dated 10.07.2020 (Annexure P-5) of the petitioner and also by keeping in view the contentions stated in the present writ petition by treating it as a supplementary representation and pass a speaking order, in accordance with law. Meanwhile, as an interim compensation, the petitioner shall be deemed to be in service with effect from the date of accident, till speaking order is passed by competent authority. Petitioner shall, therefore, be entitled to his last drawn wages/salary for the period he has been out of service, as a reparation for the incapacity suffered while on duty. The same shall be paid to him within a period of 4 weeks from the date this order is conveyed, failing which, he shall be entitled to a further compensatory penal interest of 15% p.a. on his dues to be calculated w.e.f. date of entitlement till actual payment.

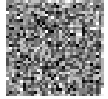
11. Let speaking order as aforesaid, be passed within a period of eight weeks from the date this order is conveyed. This court expects and would appreciate, if the competent authority shall keep in mind the benevolent provisions of The Rights of Persons with Disabilities Act, 2016 and



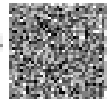
sympathetically consider the claim of employment of the petitioner and take appropriate steps to provide him an alternative employment, in case he is not found fit to work as a lineman anymore.”

5. It has been so stated by the learned counsel for the parties that thereafter, the aforesaid Tony has been taken back in service and is still serving in the respondent-Nigam. It has also been pointed out by learned counsel for the parties that so far as the petitioner-Dharambir Singh is concerned, he was appointed on contract basis on DC rates by the respondent-Nigam and so far as petitioner-Anil is concerned, he was appointed on outsource basis. As per the learned counsel for the petitioners, the petitioners were not associated with any preliminary enquiry which was conducted by the respondent-Nigam and by violating the principles of natural justice and without holding any regular departmental enquiry for the purpose of fixation of accountability for negligence, their services have been dispensed with.

6. Learned counsel for Dharambir Singh (petitioner in CWP-13208-2020) submitted that the petitioner was appointed on contract basis on DC rates and he was issued a notice vide Annexure P-5 on 11.12.2019 by providing the subject that it is a notice for termination of service and a seven days' notice was issued to him as to why his services should not be discontinued on the ground that he has not followed safety precautions, as a result of which the aforesaid accident occurred on 02.11.2019. He further submitted that the aforesaid notice Annexure P-5 was issued with a pre-determined mind for the purpose of terminating the services of the

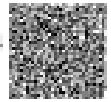


petitioner, to which he filed his reply vide Annexure P-6 and thereafter, vide Annexure P-7, his services have been terminated on the basis of allegations against him, which is a stigmatic order. He further submitted that a perusal of Annexure P-7 would show that *ex facie* it was a stigmatic order because his services have been terminated on the basis of allegations levelled against him. He further submitted that when an order is stigmatic in nature, then the services even of a contractual employee cannot be terminated without following the due procedure of holding a regular departmental enquiry because negligence, if any, can be established only by holding a regular departmental enquiry and by putting the employee and subjecting him to examination and cross-examination. He further submitted that had it been a case of termination simpliciter of a contractual employee, then the situation would have been different but since a stigmatic order has been passed without holding any regular departmental enquiry, not only the aforesaid order is bad in law but due to passing of such an order the future prospects for employment of the petitioner have also been jeopardized and it is not possible for him to seek employment anywhere else. He referred to a judgment of the Hon'ble Supreme Court in **A. P. State Fed. of Coop. Spinning Mills Ltd. versus P.V. Swaminathan, 2001 (10) SCC 83** and a judgment of a Division Bench of this Court in **Union Territory of Chandigarh and others versus Central Administrative Tribunal, Chandigarh Bench and others, 2011 (1) SCT 777** in this regard to contend that even for a contractual employee, when an order is stigmatic in nature, then without holding a regular departmental enquiry, services cannot be terminated.



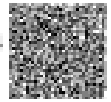
7. Learned counsel for the petitioner further submitted that he has specific instructions from petitioner-Dharambir Singh to state that in the event of setting aside of the aforesaid impugned order dated 06.05.2020 (Annexure P-7), the petitioner will not claim any back wages or any other monetary benefits but he may be reinstated in service because the aforesaid impugned order dated 06.05.2020 (Annexure P-7) is bad in law and violative of principles of natural justice.

8. Learned counsel for Anil Kumar (petitioner in CWP-2749-2021) submitted that although the petitioner was an outsource employee, but the action for dispensation of his services has been taken by the respondent-Nigam itself and not by any Outsourcing Agency and the same was the position with that of the other person, namely, Tony, who was also an outsource employee and his writ petition has been disposed of as aforesaid by a Coordinate Bench of the Court and now he has been taken back in service. In this regard, so far as his termination is concerned, he referred to Annexure P-2, whereby on the basis of preliminary enquiry being conducted by the respondent-Nigam itself at the back of the petitioner, he was not permitted to join the duties although there is no other specific order of termination qua the petitioner nor it has been placed on record by the respondent-Nigam and in this way, he has not been permitted to continue with his services without passing of any specific order of termination. He further submitted that the case of the petitioner was considered at the level of the respondent-Nigam itself and now the respondent-Nigam cannot take a stand by saying that the petitioner was an outsource employee and therefore, the prayer of the petitioner would not be maintainable against the respondent-



Nigam. He referred to Annexure P-2 in this regard, whereby under the heading of responsibility, it has been so stated that petitioner-Anil, SA (on contract basis) is responsible for the accident for not adopting safety precaution and his services have been terminated but so far as petitioner-Dharambir Singh is concerned, a separate notice has been issued to him. He further submitted that except for the aforesaid order Annexure P-2, there is no order on the record by which a separate order of termination has been passed against the petitioner. He further submitted that a perusal of the aforesaid order Annexure P-2 would show that it was a stigmatic order qua petitioner-Anil Kumar as well and therefore, his entire career has been jeopardized because of the aforesaid reason. He also submitted that there was no embargo or any prohibition for the respondent-Nigam to have conducted any regular departmental enquiry for the purpose of fixation of accountability pertaining to negligence, if any, and in the absence of the same, the rights of the petitioner could not have been taken away by the respondent-Nigam. He further submitted that a perusal of aforesaid Annexure P-2 would also show that the petitioner has been stated to be on contract basis and not on outsource basis. He also referred to a judgment passed by Hon'ble Supreme Court and a Division Bench of this Court as referred above by the learned counsel for the petitioner-Dharambir Singh.

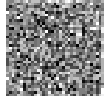
9. Learned counsel for the petitioner further submitted that he also has specific instructions from the petitioner-Anil Kumar to state that in the event of setting aside of the aforesaid impugned order Annexure P-2 in CWP-2749-2021, the petitioner will also not claim any back wages or any other monetary benefits but he may be reinstated in service.



10. On the other hand, learned counsel for the respondent-Nigam submitted that both the petitioners were on contract basis. He further submitted that so far as petitioner-Dharambir Singh is concerned, he was appointed on contractual basis on DC rates and so far as petitioner-Anil Kumar is concerned, he was appointed on outsource basis and therefore, no Statutory Rules for holding any regular departmental enquiry were applicable to them. He further submitted that the petitioners being on contractual basis, the respondent-Nigam was not under an obligation to adopt any procedure of regular departmental enquiry and interest of justice have been met by issuance of notice to petitioner-Dharambir Singh. He further submitted that the petitioners have committed negligence by giving wrong information to aforesaid Tony, who as a consequence of the same climbed the pole and suffered injuries. He further submitted that so far as the aforesaid writ petition filed by Tony, who was also on outsource basis is concerned, he was granted relief by a Coordinate Bench of this Court vide Annexure P-9 because he became disabled due to the injuries suffered by him. He also submitted that so far as the aforesaid Tony is concerned, after the passing of the aforesaid order by a Coordinate Bench of the Court on 04.08.2020, he has been taken back in service and he is continuing with the same.

11. I have heard the learned counsels for the parties.

12. The issue involved in the present case is that as to whether the petitioners who were working on contract basis and their services have been discontinued without holding a regular departmental enquiry, the same can be sustained in the eyes of law or not. Admittedly, both the petitioners were not



regular employees of the respondent-Nigam. As per the learned counsels for the parties, petitioner-Dharambir Singh was working on contract basis on DC rates and petitioner-Anil Kumar, although stated to be on contractual basis but was working on outsource basis. The services of both the petitioners have been terminated without holding any regular departmental enquiry and by passing a stigmatic order. The relevant portion of the impugned order dated 06.05.2020 (Annexure P-7), which has been passed qua petitioner-Dharambir Singh is reproduced as under:-

UTTAR HARYANA BIJLI VITRAN NIGAM

*O/O Executive Engineer,
Operation Division, UHBVN, Naraingarh.
Phone No. 01734-284378, Fax -01734-284048
Email- xenopuhbvnnaraingarh@gmail.com
ENERGY SAVED IS ENERGY PRODUCED*

To

*Sh. Dharambir ALM (DC Rate) S/o Sh. Phool Singh
O/O 'OP' S/Division, UHBVN Sadhaura.*

Memo no.- 3558

Dated:- 6/5/2020

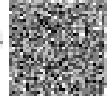
Subject:- Termination of service agreement enaged on DC rate as ALM

Refer to this office memo no. 2085 dated 11.12.2019 vide which notice for termination of service agreement was served upon you, for not following safety precaution result of which, non fatal accident of Sh. Tony occurred, on 2.11.2019.

The reply dated 20.12.2019 submitted by you has not found satisfactory and comments offered thereon, by the SDO OP S/Division Sadhaura, also reveals that you are fault while dealing with the complaint.

Ultimately, opportunity for personal hearing was also given to you on 5.05.2020 11:30 AM, wherein SDO Op was also present in the hearing along with you and following have been observed through the reply/comments/hearing that:-

- 1. That you have not asked your area Incharge for taking PTW of the feeder concerned before starting of the work.***
- 2. GO switch installed on the T/F was also defective and not maintained.***



3. ***No isolation done by way of removing jumper or by other means.***
4. ***Earthing was not done at the place of working, as a safety measures.***

Thus, in view of the above, your reply is not satisfactory, Accordingly your service agreement as DC rate ALM is hereby discontinued with immediate effect.

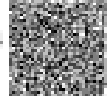
*XEN 'OP' Division,
UHBVN, Naraingarh.*

13. The proceedings of the meeting pertaining to petitioner-Anil Kumar, as per Annexure P-2 is also reproduced as under:-

On 2.11.2019 at about 10:25 AM, I received a call from Sh. Munish Kumar LM (Area Incharge) that Sh. Tony ALM (on contract basis) S/o Sh. Rakam Singh met with NFA on 11 KV AP Safilpur emanating from 33 KV Mirzapur Power House. Then I immediately rushed to site, on reaching the site it was found that HT fuse of one of the phase of 63 KVA T/F SOP to Sh. Gyan Chand Village Safilpur was blown off.

On further inquiry, it was found that Sh. Tony, ALM (on contract basis) S/o Sh. Rakam Singh along with Sh. Dharamveer ALM (DC rate) was attending the complaint of Sh. Gyan Chand Village Safilpur which was written in the register of Fazalpur Complaint Centre. Sh. Dharamveer ALM (on DC rate) contacted telephonically to Sh. Anil SA (on contract basis) S/o Sh. Babu Ram for switching off the 11 KV Safilpur emanating from 33 KV Mirzapur power house to attend the complaint of blown off, HT fuse of 63 KVA T/F SOP to Sh. Gyan Chand, Village Safilpur. But instead of switching off 11 KV AP Safilpur, Sh. Anil, SA S/o Sh. Babu Ram switched off and wracked out the trolley of 11 KV AP Fazalpur, both emanating from Mirzapur Power House: Sh. Tony ALM (on contract basis) then climbed on the H Pole structure of T/F and holds the one of the HT bushing of T/F with his right hand, for support for climbing up further, to set right the blown off, HT fuse. While doing so, he felt shock of electric current & fell down.

In view of the above, this accident could have been avoided-



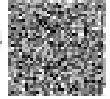
- 1. Had Sh. Anil SA (on contract basis) would have been switched off the right feeder i.e. 11 KV Safilpur feeder instead of 11 KV Fazalpur feeder.*
- 2. Had Sh. Tony ALM (on contract basis) would have adopted safety precautions while attending the complaint.*
- 3. Had Sh. Dhramvir ALM and Sh. Tony ALM would have asked for PTW.*
- 4. Had the 11 KV GO Switch would have been set right, which was found direct*

Responsibility:-

Sh. Anil SA (on contract basis), Sh. Dharamveer ALM (DC rate) & Sh. Tony ALM are responsible for this accident for not adopting safety precaution. The Services of Sh. Anil ALM (on Contract basis) & Sh. Tony ALM (on contract basis) has been terminated and a notice is being issued for termination of services of Sh. Dharamver AIM (DC rate). Moreover Sh. Munish LM (Area Incharge) has also supervisory lapses for not guiding his line staff for adopting safety precautions while attending complaints and allowing them to attend complaint without taking PTW on concerned feeders also not set righting the direct/defective GO Switch, for which he has been charge sheeted.

*On dated 02.11.2019 at about 10:00 AM I received a call from Sh. Dharamveer Singh ALM (DC Rate) that a non fatal accident of **Sh. Tony Kumar ALM (Engaged through Contractor)** S/O Sh. Rakam Singh has been occurred in village- Safil Pur on 11 KV AP Safil Pur feeder emanating from 33 KV Sub Station, UHBVN, Mirja Pur. Then I immediately rush to the site, it was found that HT fuse of 100 KVA T/F SOP to Sh. Gian Chand Vill. Safil Pur was blown off.*

On further investigation, it was found that Sh. Tony Kumar ALM S/O Sh. Rakam Singh alongwith Sh. Dharamveer Singh ALM attending the complaint of Sh. Gian Chand Vill: Safil Pur which was written in the complaint register of Fazal Pur complaint centre. Sh. Dharamveer Singh ALM contacted telephonically to Sh. Anil SA (on contract basis) S/O SH. Babu Ram for switching off the 11KV Safil Pur AP feeder emanating from 33KV S/Stn, Mirja Pur to attend the complaint of blown off, HT fuse of 100KVA T/F SOP to Sh. Gian Chand Vill. Safil Pur. But instead of switching off 11KV AP Safil Pur feeder, Sh. Anil SA S/O Sh. Babu Ram switched off and wracked out the trolley of 11KV AP Fazal Pur feeder which is both



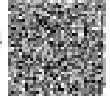
emanating from 33KV S/Stn, Mirja Pur. Sh. Tony ALM then climbed on the H Pole structure of T/P and holds the one of the HT bushing of T/F with his right hand, for support for climbing up further to set right the blown off HT fuse. While doing so, he felt shock of electric current and feel down. After all the above incident, Sh. Dharamveer Singh ALM who is on duty with Sh. Tony Kumar ALM rush to Civil hospital, Sadhuara taken up the injured Sh. Tony Kumar ALM along with the help of nearby villagers and further after getting first aid from Civil Hospital Sadhaura Sh. Tony Kumar ALM was referred to PGI as per his condition.

*Muneesh LM/AI
O/O SDO "OP" S/Divn
UHBVN, Sadhaura*

14. A perusal of the aforesaid would show that the order which has been passed in the case of petitioner-Dharambir Singh is *ex facie* a stigmatic order and admittedly, no regular departmental enquiry has been conducted. So far as perusal of Annexure P-2 in the case of petitioner-Anil Kumar is concerned, although no order has been placed on record by any of the parties, whereby his services have been terminated but it finds mention in the aforesaid Annexure P-2 that his services have been terminated. So far as petitioner-Anil Kumar is concerned, it has been so stated as aforesaid that he was responsible for this accident for not adopting safety precautions and therefore, on the face of it on the basis of allegations, a stigma was attached and he was not permitted to continue with his duties.

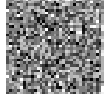
15. The law in this regard is well settled. The Hon'ble Supreme Court in **A. P. State Fed. of Coop. Spinning Mills Ltd. versus P.V. Swaminathan's case (supra)** observed as under:-

“3. The legal position is fairly well settled that an order of termination of a temporary employee or probationer or even



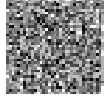
a tenure employee, simplicitor without casting any stigma may not be interfered with by court. But the court is not debarred from looking to the attendant circumstances, namely, the circumstances prior to the issuance of order of termination to find out whether the alleged inefficiency really was the motive for the order of termination or formed the foundation for the same order. If the court comes to a conclusion that the order was, in fact, the motive, then obviously the order would not be interfered with, but if the court comes to a conclusion that the so called inefficiency was the real foundation for passing of order of termination, then obviously such an order would be held to be penal in nature and must be interfered with since the appropriate procedure has not been followed. The decision of this Court relied upon by Mr. K. Ram Kumar also stipulates that if an allegation of arbitrariness is made in assailing an order of termination, it will be open for the employer to indicate how and what was the motive of passing the order of termination, and it is in that sense in the counter-affidavit. It can be indicated that the unsuitability of the person was the reason for which the employer acted in accordance with the terms of employment and it never wanted to punish the employee. But on examining the assertions made in paragraphs 13 and 14 of the counter- affidavit, in the present case it would be difficult for us to hold that in the case in hand, the employer appellant really terminated the services in accordance with the terms of the employment and not by way of imposing the penalty in question.”

16. A Division Bench of this Court in **Union Territory of Chandigarh and others versus Central Administrative Tribunal, Chandigarh Bench and others case (Supra)** observed as under:-

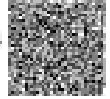


“10. A perusal of the aforesaid para would show that even in a case of contract of service if the termination is founded on a misconduct then it has to be regarded as a punishment because it is manifest in the order itself. The aforesaid judgement holds the field even today which is evident from the perusal of judgements of Hon'ble the Supreme Court in the cases of State of U.P. v. Kaushal Kishore Shukla 1991(1) SCC 691 and P. V.Swaminathan's case (supra). However, in the aforesaid judgements it has been observed that a temporary government servant has no right to hold the post and whenever the competent authority is satisfied that work and conduct of a temporary government servant is not satisfactory or that his continuation in service is not in public interest on account of his inability, mis-conduct or inefficiency it may either terminate the service in accordance with the terms and conditions of service or the relevant rules or it may decide punitive action against the government servant. The observations made in para 7 of the judgement in the case of Kaushal Kishore Shukla's case (supra) reads thus:

“7. A temporary Govt. servant has no right to hold the post, his services are liable to be terminated by giving him one month's notice without assigning any reason either under the terms of the contract providing for such termination or under the relevant statutory rules regulating the terms and conditions of temporary Govt. servants. Since, a temporary Govt. servant is also entitled to the protection of Article 311(2) in the same manner as a permanent Govt. servant, very often, the question arises whether an order of termination is in accordance with the contract of



service and relevant rules regulating the temporary employment or it 'is by way of punishment. It is now well settled that the form of the order is not conclusive and it is open to the Court to determine the true nature of the order. In Parshotam Lal Dhingra v. Union of India AIR 1958 SC 36 a Constitution Bench of this Court held that the mere use of expressions like 'terminate' or 'discharge' is not conclusive and in spite of the use of such expressions, the Court may determine the true nature of the order to ascertain whether the action taken against the Govt. servant is punitive in nature. The Court further held that in determining the true nature of the order the Court should apply two tests namely: (1) whether the temporary Govt. servant had a right to the post or the rank or (2) whether he has been visited with evil consequences; and if either of the tests is satisfied, it must be held that the order of termination of a temporary Govt. servant is by way of punishment. It must be borne in mind that a temporary Govt. servant has no right to hold the post and termination of such a Govt. servant does not visit him with any evil consequences. The evil consequences as held in Parshotam Lal Dhingra's case (supra) do not include the termination of services of a temporary Govt. servant in accordance with the terms and conditions of service. The view taken by the Constitution Bench in Dhingra's case has been reiterated and affirmed by the Constitution Bench decisions of this Court in The State of Orissa and Anr. v. Ram Narayan Das AIR 1961 SC 177; R.C. Lacy v. The State of Bihar and Ors. C.A. No. 590/62 decided on 23.10.1963; Champaklal



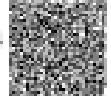
Chimanlal Shah v. The Union of India AIR1964 SC 1854; Jagdish Miner v. The Union of India AIR1964 SC 449; A.G. Benjamin v. Union of India C.A. No. 1341/66 decided on 13.12.1966 and Shamsher Singh and Anr. v. State of Punjab (1974)2 SCC 831, These decisions have been discussed and followed by a three Judge Bench in State of Punjab and Anr. v. Shri Sukh Raj Bahadur AIR 1968 SC 1089.”

17. A Coordinate Bench of this Court in **Pramod Kumar Sharma versus State of Haryana and others, 2017 (1) SCT 79** observed as under:-

12. This Court would have no hesitation in recording that the decision of the respondent Corporation not to grant extension to the petitioner as regards his contractual assignment is founded on charges of grave misconduct. Since the matter had been enquired into and a report dated 30.09.2014 (Annexure R-3) had been furnished by the Financial Controller of Municipal Corporation, Faridabad and against the petitioner, the misconduct cannot be seen merely as a motive but would have to be construed as the foundation of the decision not to continue with the services of the petitioner. The decision of the respondent Corporation was thus clearly punitive.

13. During the course of arguments, it has gone uncontroverted that prior to the decision contained in Annexure R-3 to dispense with the services of the petitioner, no opportunity of hearing was granted to him and even a show cause notice had not been served.

14. It is by now well settled that even in the case of tenure appointees/contractual employees, if the order of dispensing of the services is founded on misconduct then it is



imperative upon the employer to conduct an inquiry and in which such employee has to be associated. In the facts of the present case, the decision of the respondent Corporation to dispense with the service of the petitioner cannot sustain as the same is in clear negation of the principles of natural justice.

18. Apart from the above, one of the other persons against whom action was taken by the respondent-Nigam, namely, Tony and whose services were also dispensed with filed a writ petition before this Court and a Coordinate Bench of this Court disposed of the said writ petition as aforesaid vide Annexure P-9 and now as per the learned counsels for the parties, he is continuing with his job in the respondent-Nigam. Aforesaid Tony who has now been reinstated was also on outsourced basis which is also clear from report of SDO as reproduced above.

19. After hearing the learned counsel for the parties, this Court is of the considered view that the order by which the services of petitioner-Dharambir Singh was discontinued cannot sustain and the action by which petitioner-Anil Kumar has not been permitted to join the duties also cannot sustain because against both of them stigma has been attached without holding any regular departmental enquiry. Both the learned counsels for the petitioners have specifically stated on instructions that the petitioners wish to forego any back wages or any other monetary benefits for which they have not served after their services were discontinued.

20. In view of the aforesaid facts and circumstances, both the writ petitions are allowed. The impugned order dated 06.05.2020 (Annexure P-7) in



case of Dharambir Singh (petitioner in CWP-13208-2020) is set aside. Action taken in case of Anil Kumar (petitioner in CWP-2749-2021), wherein he has been relieved even without passing any order is also illegal as the action was attached with stigma. Both the petitioners shall be taken back on duty but they will not be entitled for any back wages or any monetary benefits for the time they have not worked. Liberty is granted to the respondent-Nigam to proceed with any departmental enquiry for fixing of accountability for negligence, if any, in accordance with law but within a time frame work of six months from today.

11.07.2024
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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