

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

113

CWP-15808-2022
Date of Decision: 06.02.2024

LAKHWINDER KAUR

---PETITIONER

V/S

DEPUTY DIRECTOR, GENERAL CANTEEN SERVICES AND OTHERS

--- RESPONDENTS

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

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

Ms. Anita Balyan, Sr. Panel Counsel
for the respondents.

JAGMOHAN BANSAL, J. (Oral)

1. The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking setting aside of order whereby her services were discontinued and further seeking direction to respondents to permit her to continue in service.
2. The petitioner was appointed by respondent department on compassionate ground and she worked with the respondent from 1997 to 2022. The appointment of the petitioner was purely on contract basis.
3. Learned counsel for the petitioner submits that petitioner was a contractual employee and as per judgment of Supreme Court in

Hargurpratap Singh Vs. State of Punjab and others, (2007) 13 SCC 292,

the petitioner could not be substituted by another contractual employee.

4. Per contract, learned counsel for the respondent submits that petitioner was appointed on contract basis, thus, she was neither having vested nor fundamental right to continue. She has already been discharged from service. The case of the petitioner is squarely covered by judgment of Division Bench of this Court in ***Lokesh Rana and another v. Union of India and others, LPA No.513 of 2022.***

5. On being confronted with the aforesaid judgment, learned counsel for the petitioner expressed his inability to controvert applicability of aforesaid judgment to the facts of present case.

6. A Division Bench of this Court in ***Lokesh Rana*** (supra) has held that a contractual employee has no right to get his contract renewed which was for a limited period. The relevant extracts of the said judgment read as:-

“The facts of the present case undisputedly establish that the contractual appointment of the appellants has come to an end in 2019 and that fresh appointments have also been made pursuant to the impugned advertisement in which the appellants had also participated and two of them have also been selected and appointed. In the backdrop of the aforesaid admitted facts, the law is settled that once the period of contractual appointment is over, the High Court, in exercise of its extra ordinary power under Article 226 of the Constitution of India, cannot direct continuance of service beyond the contractual period as that would amount to grant of an open ended permanent appointment by the High Court

even in the absence of any order of appointment or engagement on the part of the employer. The direction seeking continuation after the contractual period is over, therefore, cannot be granted and has rightly been rejected. In view of the position, as sketched out above, we are dissuaded to interfere with the impugned order and judgment rendered by the learned Single Judge. The appeal being bereft of merit is, accordingly, dismissed.”

7. It is conceded fact that petitioner was appointed on contractual basis and she has already been discharged from service. The petitioner is relying upon judgment of Hon’ble Supreme Court in ***Hargurpratap Singh (supra)***. The aforesaid judgment has been delivered in the facts and circumstances involved therein. A Division Bench of this Court in ***Lokesh Rana (supra)*** has held that a candidate who has been appointed on contractual basis for a particular period cannot claim continuation of service. The petitioner is no more in service and might be replaced by another employee.

8. In the wake of above discussion, this Court is of the considered opinion that the present petition being bereft of merit deserves to be dismissed and accordingly dismissed.

06.02.2024
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(JAGMOHAN BANSAL)
JUDGE

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