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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-15429-2016

Date of Decision:08.01.2024

DR. MANPREET JOLLY

..... Petitioner

Versus

UNION OF INDIA & ORS.

..... Respondent

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

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

Mr. Neeraj Yadav, Advocate
for respondents No.2 and 3.

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 dated 29.06.2016 (Annexure P-9) whereby services of the petitioner were discontinued.

2. The petitioner during 2011 to 2016 worked with respondent No.3 as dentist. The initial appointment of the petitioner was made on contract basis for a period of 11 months. The contract of the petitioner was time to time extended and she worked with respondent for more than 4 years. The respondent vide advertisement dated 27.05.2016 invited applications for the post of dentist on contract basis. The petitioner participated in the selection process, however, she could not cut the ice. The respondent made appointment of another selected candidate.

3. Mr. R.K. Arora, 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 and period of contract was 11 months. The petitioner appointed on contractual basis, thus, she was neither having vested nor fundamental right to continue. The respondent after following due procedure had appointed another candidate. The case of the petitioner is squarely covered by recent judgment of Division Bench of this Court in ***Lokesh Rana and another v. Union of India and others, LPA No.513 of 2022***.

5. I have heard the arguments of both sides and with the able assistance of learned counsels perused the record.

6. It is conceded fact that petitioner participated in the selection process and she was not selected. The services of the petitioner were dispensed with in 2016 and another candidate was appointed. As held by Division Bench of this Court, the petitioner was neither having vested nor fundamental right to hold the post.

7. 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.”

8. 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 has already been replaced by another employee. The petitioner was substituted by another employee in 2016 and after a long period of 8 years, it seems to be unjust and unfair to ask respondent to avail services of the petitioner. The petitioner is a dentist, thus, she during the intervening period must have secured alternative job. It is apt to notice that petitioner participated in the selection process of 2016 and she was not selected. It is settled law that after participation in the selection process, no one can challenge selection

process.

9. 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.

(JAGMOHAN BANSAL)
JUDGE

08.01.2024
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Whether speaking/reasoned	Yes/No
<i>Whether Reportable</i>	<i>Yes/No</i>