

2024:PHHC:042620

**IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH**

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CWP-20425-2013
Date of decision: 01.04.2024

RAJNEESH KUMARI

....PETITIONER

Vs.

UNION OF INDIA & OTHERS

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: Ms. Anjali Sheoran, Advocate
for the petitioner.

Mr. Aman Dhir, DAG, Punjab.

Mr. Sanjeev Sharma, Senior Advocate with
Mr. Sandeep Singh, Advocate
for the respondent No. 3.

JAGMOHAN BANSAL, J (ORAL)

1.

The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking direction to respondents to regularize her service as Field Assistant.
2.

The petitioner was appointed by respondent No. 3 as Field Assistant in November’ 2005 on temporary basis. Her contract was renewed from time to time, however, it was not extended/renewed after October’ 2013 rather she was offered to work as an Assistant to Librarian w.e.f. 06.11.2013.
3.

Ms. Anjali Sheoran, Advocate submits that it is a settled proposition of law that a temporary employee cannot be replaced by another temporary employee. The respondent during the pendency of present petition appointed other temporary employees and did not extend contract of the petitioner.
- Hon’ble Supreme Court in *Hargurpratap Singh Vs. State of Punjab and others*,

(2007) 13 SCC 292, has held that one set of contractual employees should not be replaced by another set of contractual employees.

4. In the case in hand, concededly, the petitioner was appointed on contract basis and her contract was not extended/renewed after October' 2013. She vide communication dated 06.11.2013 was offered to join as Assistant to Librarian. A period of more than 10 years has passed away from the date of non-extension of contract period of the petitioner.

5. A Division Bench of this Court in **Lokesh Rana and another Vs. Union of India and others, LPA No. 513 of 2022** 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.”

6. 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.

7. 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.

01.04.2024
manoj

[JAGMOHAN BANSAL]
JUDGE

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