



CWP-16711-2020 (O&amp;M) 1

IN THE HIGH COURT OF PUNJAB & HARYANA  
AT CHANDIGARHCWP-16711-2020 (O&M)  
Date of Decision: 20.11.2024

Mohd. Nelson

.....Petitioner

Versus

State of Haryana and others

.....Respondents

**CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI**

Present:- Mr. Afzal Hussain, Advocate for the petitioner.

Mr. Kapil Bansal, DAG, Haryana.

Mr. Divyansh Shukla, Advocate for  
Mr. Hitesh Pandit, Advocate for respondents No.2 to 4.

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**JASGURPREET SINGH PURI J.(Oral)**

1. The present petition has been filed under Articles 226/227 of the Constitution of India seeking issuance of a writ in the nature of *certiorari* for setting aside impugned action of the respondent-Nigam whereby the petitioner has been removed from the service and other contractual employees have been appointed with a further prayer to release the salary of the petitioner which has been withheld by the respondents.

2. Learned counsel for the petitioner submitted that petitioner was a contractual employee who has been wrongfully removed from service and has not been paid his salary and as such directions may be issued in this regard.

3. Learned counsel appearing on behalf of respondents No. 2 to 4 while referring to the reply, submitted that the present petition is not maintainable as the petitioner was an employee of an outsourcing agency on



contractual basis and the agency has not been impleaded as a party in the present case and even otherwise also, the present petition which seeks issuance of a direction, is not maintainable in light of judgments of two Coordinate Benches of this Court in the case of **Karan Singh versus State of Haryana and others, CWP-1481-2022**, decided on 12.05.2022 and in **Anmol Garg and another versus State of Punjab and others, CWP-29655-2018**, decided on **28.11.2018**, which were upheld in LPA as well in this regard .

4. After hearing learned counsel for the parties, this Court is of the considered view that it is a case where the services of the petitioner even as per Annexure P-1 were provided by the outsource agency, that has not been impleaded in the present case. Whether a petition against the private contractor/outsourcing agency would be maintainable is no longer *res-integra*. A Coordinate Bench of this Court in **Anmol Garg's case (supra)** has dealt with the aforesaid proposition of law and held that the writ petition would not be maintainable against the Outsourcing Agency. The aforesaid judgment was upheld by a Division Bench of this Court in LPA-1910-2018 decided on 10.12.2018. The relevant portion of the aforesaid judgment passed by a Division Bench of this Court is reproduced as under:-

*“Learned Single Judge finding that the appellant was an employee of outsourcing agency which was having a license under the contract to supply manpower held there was no privity of contract between the appellant and the employer and she was not even a contractual employee. The principle being canvassed before us applies only in case there is a privity of contract between the employee and the employer. In the case in hand, the appellant was an employee of the service provider. The benefit of the said principle is not liable to be extended to her and, thus, we do not find any*



*illegality committed by learned Single Judge in dismissing the writ petition.”*

5. In view of the above, the present writ petition being devoid of any merit, is hereby dismissed.

(JASGURPREET SINGH PURI)  
JUDGE

20.11.2024

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