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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-23512-2017

Date of decision: 31.07.2024

RAJ KUMAR

...Petitioner

VERSUS

STATE OF HARYANA & ORS.

...Respondents

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

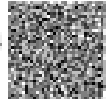
Present:- Mr. S. K. Daaria, Advocate
for the petitioner.

Mr. Gaurav Jindal, Addl. A.G., Haryana.

JASGURPREET SINGH PURI, J. (Oral)

1. The present writ petition has been filed under Articles 226/227 of the Constitution of India seeking issuance of a writ in the nature of *certiorari* for quashing the impugned action as well as the impugned order dated 28.08.2017 (Annexure P-3) with a further prayer to direct the respondents to provide work to the petitioner on the post of Computer Operator by considering his case for continuity of service from the date of his termination along with all consequential benefits.

2. The grievance of the petitioner in the present case as so stated by the learned counsel for the petitioner is that the petitioner was working as a Computer Operator in the office of respondent No.2 from 08.01.2002. He submitted that in the year 2017, there was some complaint by a private

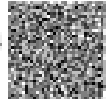


individual against the petitioner and on the basis of the aforesaid complaint, he was not permitted to continue in service. He further submitted that there is no order of appointment of the petitioner on the record nor there is any order of termination by any authority on the record. He submitted that since the petitioner was appointed on contractual basis, in case any termination was to be effected then due procedure had to be adopted and even otherwise also the petitioner was not associated with the aforesaid complaint made by a private individual with regard to wrong registration of some document and without holding the accountability of the petitioner, his services could not have been terminated.

3. On the other hand, Mr. Gaurav Jindal, Addl. A.G., Haryana while referring to the reply filed on behalf of respondents No.1 to 4 submitted that the petitioner was working under an Outsourcing Agency, namely, M/s Ram Solution and the petitioner has not impleaded the aforesaid Outsourcing Agency as a party in the present petition. He further submitted that even otherwise also, no writ would be maintainable against the Outsourcing Agency because there was no privity of contract between the respondents and the petitioner. He referred to a Coordinate Bench judgments of this Court in **Karan Singh versus State of Haryana and others, CWP-1481-2022**, decided on **12.05.2022** and **Anmol Garg and another versus State of Punjab and others, CWP-29655-2018**, decided on **28.11.2018**, which was upheld in LPA as well.

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

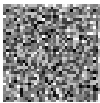
5. It is a case where there is nothing on the record to show that when the petitioner was appointed and who appointed him and also there is no order



of his termination on the record. However, a specific stand has been taken in the reply filed on behalf of respondents No.1 to 4 that the petitioner was on outsource basis with the aforesaid Outsourcing Agency, namely, M/s Ram Solution, which is not a party in the present petition. The petitioner has filed a replication to the aforesaid reply filed on behalf of respondents No.1 to 4 and in the aforesaid replication, he has so specifically stated that the aforesaid Outsourcing Agency, namely, M/s Ram Solution has come into existence in the year 2015 and the petitioner was working as Computer Operator since 2002 and therefore, the petitioner was working under the supervision of respondent No.2 and the supervision of the petitioner was transferred to the aforesaid Outsourcing Agency in the year 2015 without issuing any notice. In other words, in the replication which has been filed by the petitioner, it has been so admitted by him therein that in the year 2015, his services were transferred to the aforesaid Outsourcing Agency and he had been working with the aforesaid Outsourcing Agency from the year 2015.

6. Therefore, the relief claimed in the present case by the petitioner would be against the aforesaid Outsourcing Agency and not against the respondents. 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.”

7. In view of the aforesaid totality of facts and circumstances of the present case, the present writ petition is dismissed as devoid of any merit.

31.07.2024
Chetan Thakur

(JASGURPREET SINGH PURI)
JUDGE

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