



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

C.W.P. No. 19141 of 2024

Date of decision: 08.08.2024

M/s Citadel Security Services

.... Petitioner

Vs.

State of Haryana and others

.... Respondents

CORAM: HON'BLE MR. JUSTICE ARUN PALLI
HON'BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Vikram Singh, Advocate
for the petitioner.

ARUN PALLI, J (Oral)

The petitioner (M/s Citadel Security Services) has prayed for the following substantive relief:

“Civil Writ Petition under Article 226/227 of the for issuance of a writ in the nature of certiorari for setting aside order dated 02.08.2024 (Ananexure P-17) passed by the Director, Development and Panchayat Department i.e. Respondent No.2, vide which contract/work of the Petitioner dated 24.04.2024 (Annexure P-16) for outsourcing of the manpower services of various Zila Parishad Offices in Haryana from a 01.12.2023 to 31.10.2024 has been arbitrarily terminated without any notice or cause in an illegal manner.”

Contentends that the petitioner was issued a letter of award for outsourcing the manpower services of various Zila Parishad Offices in Haryana on January 22, 2021 (P-1) for a period of one year, which was further extendable by another year. He submits that pursuant to the numerous agreements, that were entered into post expiry of the initial period of contract, the petitioner was granted extensions. And, vide agreement dated April 24, 2024 (P-16), that was entered into between the parties, it was granted last extension w.e.f. 1.12.2023 to 31.10.2024. Further, he submits that vide impugned order dated August 02, 2024 (P-17), when the contract between the parties is operative and is being worked by the petitioner, the same has been terminated without serving any notice or affording



opportunity to the petitioner. Therefore, it is urged that the action of the respondent authorities is apparently arbitrary, harsh and unjust.

Served with the advance copy of the petition, Mr. Ankur Mittal, Additional Advocate General, Haryana, is present in Court on behalf of the respondents.

Upon being pointedly asked, as to how, during the currency of the contract, the respondents could pass the impugned order, even though, in terms of Clause 13 of the Contract, the respondent authorities had the discretion to terminate the agreement, but that also envisaged one month notice, in writing, to be served upon the petitioner, learned State counsel submits that no such notice was ever issued/served. Thus, he fairly submits that the impugned order dated August 02, 2024 be deemed to have been withdrawn/re-called. For, the respondent authorities shall pass a fresh order, if so advised, after complying with the necessary formalities and affording a hearing to the petitioner.

That being so, learned counsel for the petitioner submits that let this petition be disposed of in terms of the statement made by learned State counsel.

In the wake of the position sketched out above, and in terms of the statement made by learned counsel for the parties, this petition is accordingly disposed of.

Needless to assert that this order shall not constitute an expression of opinion on the merits of the case of either party, for, as indicated earlier, the competent authority shall examine the grievances of the petitioner, strictly in accordance with law.

(ARUN PALLI)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

08.08.2024
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Whether speaking/reasoned	:	Yes/No
Whether reportable	:	Yes/No