



IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

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CWP-25796-2021 (O&M)
Decided on :21.05.2024

KRISHAN KUMAR

. .Petitioner

Versus

STATE OF HARYANA AND ANOTHER

. . . Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

PRESENT: Mr. Yash Paul Malik, Advocate for the petitioner.

Mr. Harish Rathee, Sr. DAG, Haryana.

HARSIMRAN SINGH SETHI , J. (Oral)

In the present petition, the grievance being raised by the petitioner is that the petitioner was working as a peon with the respondents on contract basis under the outsourcing policy Part-II and though, services of some of the peons were retained by the respondents but the services of the petitioner were dispensed with, which action on the part of the respondents is totally arbitrary and illegal.

Learned counsel for the petitioner submits that even for retaining the services of a contractual employee, the rule of last-come-first-go should have been followed by respondents, hence, the respondents are liable to be directed to reinstate the petitioner in service.

Learned counsel for the respondents on the other hand submits that the petitioner was working on contractual basis with the respondents and after joining of the regular incumbent recommended by the State-Commission, the services of the contractual employees were terminated vide order dated 14.09.2019 (Annexure P-5), hence, no grievance can be raised by the petitioner in this regard.



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Learned counsel for the respondents further submits that the employees were retained by the respondents keeping in view of their work and conduct.

I have heard learned counsel for the parties and have gone through the record with their able assistance.

Once, the petitioner was working on contractual basis and the services of the petitioner were terminated vide order dated 14.09.2019 (Annexure P-5) on the joining of the regular incumbent, no grievance can be raised by the petitioner.

As far as the rule last-come-first-go, the same is not applicable upon the contractual employees as they have to discharge their duties under the contract and upon expiry of the said contract, the services ultimately come to an end unless and until the said contract is extended by the competent authority by passing an order.

Further, in case, any work for the post of peon still exists with the department concerned and there is a need of a peon, the petitioner can explore the said possibility by filing a representation.

Learned counsel for the respondents submits that in case, the petitioner raises any claim for appointment on the ground that the work of peon on contractual basis still exists, the said claim of the petitioner will be examined by the competent authority in accordance with law, and an appropriate speaking order will be passed within the period of eight weeks from the date of receipt of certified copy of this order.

Learned counsel for the respondents further submits that in case, it is found that there is a requirement of work of the post of peon in the department concerned, the claim of the petitioner will be accepted,



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otherwise, detailed reasons for rejecting the same will be mentioned in the speaking order.

Learned counsel for the petitioner submits that the petitioner will file an appropriate claim before the authority concerned for appointment against the available vacancy of peon on contractual basis as the said post of peon is lying vacant in Tehsil Asandh, District Karnal.

The present petition stands disposed of in above terms.

Pending civil miscellaneous application, if any, stands disposed of.

(HARSIMRAN SINGH SETHI)
JUDGE

21.05.2024

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Whether speaking/reasoned: *Yes/No*
Whether Reportable: *Yes/No*