

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-26387-2023 (O&M)
Date of Decision:23.04.2024

BALWINDER SINGH AND OTHERSPetitioners

V/s.

STATE OF HARYANA AND OTHERSRespondents

CORAM: HON'BLE MR. JUSTICE SANJEEV PRAKASH SHARMA.
HON'BLE MRS. JUSTICE SUDEEPTI SHARMA.

Present Mr.Amit Kaith, Advocate for the petitioners.

Mr. Hitesh Pandit, Addl. A.G., Haryana.

SANJEEV PRAKASH SHARMA, J. (Oral)

1. The petitioners by way of this Writ Petition have challenged the notification dated 26.10.2023 issued by the Haryana Government, Human Resources Department laying down the amendment in the Deployment of Contractual Persons Policy, 2022 (hereinafter referred to as “the Policy of 2022”) applicable in all the Departments, Boards, Corporations, Public Sectors Undertakings, Missions, Authorities to deploy manpower for any Job Role whether listed or not in the Annexures of Nigam Wage Rates but is of the Level I to Level III.

2. Learned counsel for the petitioners submits that as per the said amendment in the Policy of 2022, the title of the Job Role speaks about different posts, but does not mention the post of Conductors and hence, they are aggrieved as they had worked as Conductors during the strike period for 18 days and claims that they have a right to be continued as Conductors on contract basis.

3. We find that the said Policy of 2022, as issued by the Government of Haryana, has not been made applicable to following persons:-

- (i) *“the Service Level Agreements (SLAs) made by an organization through tender on contract basis, e.g., cleaning of premises, housekeeping services, without any reference of number of manpower. Such contracts shall be decided by the Organization concerned at its own level as before. However, this Policy shall be applicable if the number of personnel of the Level of I, II or III are mentioned for any kind of service;*
- (ii) *the manpower engaged for skilled/highly skilled and/or administrative job roles above level-III;*
- (iii) *the contractual persons deployed by an Organization operating the projects/schemes under projects guidelines, e.g., NHM, HRDA etc;*
- (iv) *Persons deployed through HARTRON against a sanctioned post to be either ported to HKRNL or such deployments to cease after an informed time limit.*
- (v) *Persons engaged under Outsourcing Policy Part-II, subject to directions of Government issued from time to time regarding porting.*
- (vi) *part time contractual workers like Anganwadi worker, part time water pump operator etc.;*
- (vii) *the persons deployed under a Centrally sponsored Scheme;*
- (viii) *retired employees whose appointment and remuneration is governed by Haryana Civil Services Rules, 2016; and*
- (ix) *interns/apprentices and Young Professionals.*
- (x) *Manpower engaged on honorarium basis/per hour basis to be exempted from deployments through HKRNL.*
- (xi) *For these cases, relevant existing Service Byelaws/Rules/Regulations/Project guidelines/Instructions of the Government of Haryana shall be applicable.”*

Thus, for the said persons, relevant Service Bye Laws, Rules and Regulations have been made applicable.

4. The contention of the learned counsel for the petitioners is wholly misconceived that the petitioners have right to be engaged in terms of the Policy of 2020 on contract basis. Even otherwise, no person has a right to employment and the only right available is for consideration for employment. We find that the petitioners had also applied but were not selected for the post on contractual basis. After having failed to be selected, they have challenged the Policy itself which cannot be allowed.

5. This Court in LPA-1229-2021 titled as **Radhe Shyam and Others** Vs. **State of Haryana and Others** examined the judgment passed by the learned Single Bench while upholding its decision not to continue the Conductors and Drivers who had been appointed on contract basis during the strike period, held as under:-

“We are of the considered opinion that no fault can be found as such in the order of the learned Single Judge. A writ of mandamus can be issued only where there is a legal right as such stemming from a Statute/Policy and from the facts and circumstances in the present litigation, nothing could be demonstrated that one existed. The petitioners themselves were drivers appointed on contractual basis during the strike period. On account of the strike in the Haryana Roadways for 18 days from 16.10.2018 as per their chart in Para No.2 itself, their services were terminated from 04.11.2018 onwards. Thus apparently, they only served as contractual employees for a

period of around two weeks and on account of that are seeking enforcement of a right for future employment, which a workman would also not get until he completes 240 days in the preceding year.

In such circumstances, we feel that in the absence of any legal right as such, the writ petitioners were basing their claim on a very feeble argument which has been rightly rejected. Thus, no case is made out for interference in the order dated 11.02.2019 of the learned Single Judge passed in CWP No. 28691 of 2018 and the present appeals stand dismissed.”

6. In view of the above, no case for interference is made out. The Writ Petition is devoid of merits and is accordingly **dismissed**.

7. All pending application stands dismissed accordingly.

[SANJEEV PRAKASH SHARMA]
JUDGE

April 23, 2024
Ess Kay

[SUDEEPTI SHARMA]
JUDGE

<i>Whether speaking / reasoned</i>	:	<i>Yes</i>	/	<i>No</i>
<i>Whether Reportable</i>	:	<i>Yes</i>	/	<i>No</i>