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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-36519-2019 (O&M)

Date of Decision: 20.02.2024

(I)

Jasbir Singh

....Petitioner(s)

Versus

State of Haryana and others

.....Respondent(s)

COC-1544-2020 (O&M)

(II)

Jasbir Singh

....Petitioner(s)

Versus

Ram Murti and another

.....Respondent(s)

CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI

Present: Mr. S.S. Kaushik, Advocate, for the petitioner.

Mr. Gaurav Jindal, Additional Advocate General, Haryana.

Mr. Sachin Gupta, Advocate, for respondents No. 4 & 5.

JASGURPREET SINGH PURI, J. (Oral)

1. Both the petitions are taken up together for final disposal with the consent of the learned counsel for the parties since the subject matter is inter-connected.

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2. 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 relieving order dated 09.09.2019 whereby the respondent-Bank has relieved the petitioner from the post of Computer Operator.

3. Learned counsel appearing on behalf of the petitioner submitted that the petitioner has been working through outsourcing agency namely, Tanwar Security Services from 30.11.2013 on contractual basis but suddenly he was relieved from service without supplying any copy of order to him and the aforesaid action of the respondents has been impugned in the present petition. He submitted that during the pendency of the present petition, the aforesaid order has been attached by the respondents with the reply as Annexure R-5/7 dated 08.09.2019. He submitted that in the aforesaid order it has been so stated that many complaints were received against the petitioner regarding performance of his duties and his work was not found to be satisfactory and he is relieved from the duties with immediate effect. He submitted that the aforesaid order was passed without holding an enquiry against the petitioner and therefore, the petitioner deserves to be re-instated in service.

4. On the other hand, learned counsel appearing on behalf of respondent-Bank while referring to the notice motion order passed by this Court submitted that the following order was passed when notice of motion was issued:-

“Notice of motion, returnable on 27.2.2020.

In the meanwhile, respondents are directed not to dispense with the services of the petitioner unless they propose to make regular appointments or if the conduct or the performance of the petitioner is found to be below par.”

5. Learned counsel while referring to the aforesaid order submitted

that the aforesaid order was passed on 17.12.2019 and it was also directed that if the conduct or the performance of the petitioner is found to be below par, then the aforesaid direction not to dispense with the services of the petitioner will not apply. He submitted that even otherwise also the services of the petitioner were already dispensed with on 08.09.2019 vide Annexure R-5/7 which has been placed on record alongwith the reply and which was before the date when the aforesaid interim order was passed by this Court and therefore, otherwise also it cannot be said that the order passed by this Court was not complied with.

6. He further submitted that a perusal of the aforesaid Annexure R-5/7 would show that the same was passed by the outsourcing agency namely, Tanwar Security Services since the petitioner was a contractual employee and the aforesaid Security Services is not even a party in the present case and therefore, even otherwise also the present petition is not maintainable. He further submitted that the petitioner being a contractual employee and his services have been found to be not satisfactory by the outsourcing agency and he has been relieved from duty and therefore no right vests in the petitioner for continuing with the service.

7. I have heard the learned counsel for the parties.

8. It is a case where the petitioner was admittedly working with outsourcing agency who is not a party in the present petition purely on contractual basis and he was relieved on 08.09.2019. However when notice of motion was issued by this Court an interim order was passed on 17.12.2019 which was after the aforesaid date of order. The aforesaid outsourcing agency is not a party in the present petition. Since the petitioner was working with the outsourcing agency purely on contractual basis and his work was not found to be satisfactory and he has been relieved from

service vide Annexure R-5/7, no legal right vests in the petitioner for continuing with the service.

9. In view of the aforesaid facts and circumstances, the present petition is dismissed.

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10. The present contempt petition has been filed on the ground that the order dated 17.12.2019 passed in CWP-36519-2019 was not complied with by the respondents.

11. A perusal of the aforesaid order by which the notice of motion was issued would show that it was directed that in the meanwhile the respondents are directed not to dispense with the services of the petitioner unless they propose to make regular appointments or if the conduct or the performance of the petitioner is found to be below par. However, as per Annexure P-5/7, the petitioner already stood relieved vide order 08.09.2019 which was prior to the passing of the notice of motion and interim order passed by this Court. Even otherwise also the reason for relieving the petitioner was that his work and conduct was not satisfactory regarding his performance of duties and therefore, it cannot be said that any contempt of Court has been made out.

12. In view of the above, the notice of contempt issued is hereby discharged. The petition is dismissed.

20.02.2024

rakesh

(JASGURPREET SINGH PURI)
JUDGE

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