

102 **IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

CWP No.17552-1998(O&M)

Date of Decision:22.09.2025

Pawan Kumar

...Petitioner

vs.

Chairperson, the Punjab State Board
of Technical Education and Industrial
Training, Chandigarh and others

...Respondents

Coram : Hon'ble Mr. Justice N.S.Shekhawat

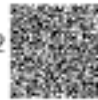
Present : Mr. R.S.Bains, Sr. Advocate with
 Mr. Inderpal Singh Deol, Advocate
 Mr. Sarabjot Singh Cheema, Advocate
 for the petitioner.

 Mr. B.S.Patwalia, Advocate with
 Mr. Abhishek Masih, Advocate
 for the respondents.

N.S.Shekhawat J. (Oral)

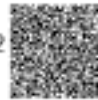
1. The petitioner has filed the present petition under Article 226/227 of the Constitution of India with a prayer to quash the order dated 28.10.1998 (Annexure P-13) passed by the respondents, whereby the service of the petitioner was terminated with immediate effect, without holding any inquiry and without following the due process of law.

2. Learned Senior counsel for the petitioner argued that the respondent-board was constituted by Government of Punjab to coordinate and conduct examination for technical institutes in the Punjab and the matter of recruitment and conditions of service of persons appointed in the respondent-Board were governed by Section 38 of the Punjab State Board of Technical Education and Industrial Training Act, 1992. The Board was following an



arbitrary policy of keeping the Data Entry Operators on contract basis and six posts of Data Entry Operators were there in the respondent-Board, when the petitioner joined the service. The petitioner was issued an appointment letter dated 13th January 1994 (Annexure P-1) and was also made to sign a contract of employment for 11 months. After the expiry of the first contract, no new contract was signed between the Board and the petitioner. In the Initial appointment letter (Annexure P-1), it was mentioned that the petitioner would be on probation for three months and the services could be terminated with one month notice in writing only if the Board considered the person to be unsuitable for the job. From 13th January 1994 to 28th October 1998, the petitioner worked as Data Entry Operator with the respondent-Board at the monthly salary of Rs.2,000/- only. Even the petitioner continued in service after the lapse of period of 11 months, which was fixed as per his initial appointment.

3. Since the petitioner was demanding equal wages as others Data Entry Operators and regularization of his services, the respondents developed biased attitude towards him. The petitioner had to go to Hamirpur suddenly on 27th November 1995 due to the demise of his uncle and he was issued a show cause notice for being absent for two days i.e. 27th November 1995 and 28th November 1995, without obtaining casual leave. The petitioner submitted the written explanation and explain the facts to the respondent by filing a detailed reply (Annexure P-5). Learned Senior counsel further submits that the other employees, who had joined along with the petitioner, were given the enhancement of the pay, but the salary of the petitioner was not increased. Even another show cause notice dated 22nd October 1998 was issued to him and was asked for his explanation for reporting the duty late. In fact, again, the petitioner



submitted a detailed reply. Learned Senior counsel further submits that the work of the petitioner was always satisfactory, still the termination order dated 28th October 1998 was served on him without following the due process of law.

4. On the other hand, learned counsel for the respondents submits that the respondent-Board was created in the year 1993 as an autonomous body and at the time of creation of the Board, there was no infrastructure present and the Board had decided to computerize its activities. At the initial stage, it was decided to hire the manpower for short duration initially on contract basis, so that suitable manpower may be hired as per requirement in due course. Even the petitioner was initially appointed on 13th January 1994 as a Data Entry Operator on contract basis, for a period of 11 months. It was a stop gap arrangement as neither the number of posts to be needed permanently were known nor any qualifications were prescribed for the said post. In the 6th meeting of the Board in the year 1996, the minimum qualifications for the post of Data Entry Operator were prescribed, which were as follows:-

“Certificate course in computing from a reputed computer education centre. Graduate with knowledge of data entry, preferably of Government recognized organization. Knowledge of Punjabi language of Matric standard or its equivalent.”

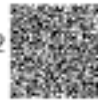
5. It was also averred that the petitioner himself admitted that he did not fulfill the qualifications prescribed by the Board. However, the Board was not fully established. Consequently, taking a sympathetic view of the matter, the petitioner was permitted to continue in the service of the Board, till the time he found a new employment. Even the petitioner was not qualified. Consequently, the contract of 11 months was not even further renewed.



6. Learned counsel for the respondents further submits that even the work and conduct of the petitioner was not satisfactory and he was only a contractual employee, whose contract period had already expired. So he had no right to continue in service. Apart from that, in para 2 of the preliminary objections, it was mentioned that the petitioner repeatedly remained absent from duty on several occasions without any authorization. Apart from that, after the expiry of the contract, the services of the petitioner were discontinued and the writ petition deserves to be dismissed by this Court.

7. I have heard learned counsel for the parties and perused the record carefully.

8. In the present case, admittedly, the petitioner was issued an appointment letter dated 13th January 1994 (Annexure P-1) and a contract of employment for 11 months was signed between the respondent-Board and the petitioner. Further, the contract of 11 months lapsed in the year 1994 itself and no new contract was signed between the Board and the petitioner. It is also borne out from the contentions raised by Learned State counsel that after the expiry of the period of contract in the year 1994 itself, the respondent-Board took a sympathetic view of the matter and the petitioner was permitted to continue in service till he found any other employment. Even the contract was not renewed in the year 1994 itself as the petitioner admittedly did not fulfill the qualifications, which were prescribed by the respondent-Board in its sixth meeting. However, he was allowed to continue by the respondents till 28th October 1998, when his contract was not continued, leading to termination of services of the petitioner. The petitioner was merely a contractual employee and on expiry of the contract, his services have been discontinued.



Consequently, a contractual employee cannot claim that he may be allowed to continue in service as a matter of right.

9. Thus, this Court is not inclined to exercise its extra-ordinary writ jurisdiction in the present case. Even otherwise, the services of the petitioner were discontinued on 28th October 1998 and by efflux of time, the present petition has been rendered infructuous and is dismissed as such.

10. Pending applications, if any, stand also disposed of.

22.09.2025

hemlata

(N.S.SHEKHAWAT)
JUDGE

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