



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

141

CWP-21235-2025

Date of Decision : **August 12, 2025**

SUBHASH CHAND SHARMA AND ANR

.....Petitioners

VERSUS

STATE OF HARYANA AND OTHERS

.....Respondents

**CORAM: HON'BLE MR. JUSTICE ASHWANI KUMAR MISHRA
HON'BLE MR. JUSTICE ROHIT KAPOOR**

Present : Mr. Manish Mehta, Advocate for the petitioners.

Mr. Saurabh Mohunta, Sr. DAG, Haryana.

ASHWANI KUMAR MISHRA, J. (Oral)

1. The petitioners were appointed as contractual employee in the year 2020. Since regular recruitment against the post on which the petitioners were working has been made, the respondents have relieved the petitioners w.e.f. 03.07.2025. Thus aggrieved, the petitioners are before this Court.

2. The petitioners have laid challenge to Section 3(ii) of the Haryana Contractual Employee (Security of Service) Act, 2024 in order to contend that the distinction of 5 years period of contractual working for grant of benefit under the Act is arbitrary. It is urged that there is neither any intelligible differentia nor any object sought to be achieved by such classification. The petitioners also contend that, to relieve the contractual employee, the respondents have applied the principle of 'first come first go', which ought to be otherwise as last come first go. In this regard, the learned

counsel for the petitioners has placed reliance upon the judgment of this Court passed in the case of **Jyoti and others Vs. State of Haryana and others, LPA No.40 of 2021.**

3. So far as the judgment of co-ordinate Bench of this Court in Jyoti's case (supra) is concerned, the issue therein arose out of industrial dispute and the Court was dealing with the provisions of the Industrial Dispute Act, 1947. The principles laid down therein will have no applicability in the facts of the present case for the reasons set out hereinafter.

4. It is admitted that the petitioners were engaged as a contractual employee. They were allowed to work against the post for which the regular recruitment had not been made. The respondents have now made regular recruitment against the post held by the petitioners and that is why the decision has been taken to disengage the petitioners. The question of who comes first and who goes out first, as per the provisions of the Industrial Dispute Act, may not carry much weight in the facts of the present case wherein regularly recruited persons are available against the post itself. It is informed that in some matters because of interim orders certain persons have continued but that itself does not constitute any basis of claim for the petitioners to continue.

5. Section 3(ii) of the Act of 2024 reads as under:-

*“(ii) has completed at least five years service in the Government Organization on full time basis as on the appointed date.
Explanation 1.- The period of service shall be considered as the period for which remuneration was made, directly or indirectly, by the Government Organization to the eligible contractual*

employee and shall include the period of any leave approved by the competent authority.

Explanation 2.- For the purposes of calculation of the number of years of engagement, a contractual employee who has received remuneration for at least 240 days in a calendar year shall be deemed to have worked for the entire year, but shall not include an employee who,- (i) has been engaged under Centrally Sponsored Schemes paid in part or full by the Central Government; or (ii) has been engaged on honorarium basis; or (iii) has been paid remuneration for service rendered on a part time basis by the Government Organization; or (iv) has attained the age of fifty-eight years on the appointed date; or (v) has been terminated or removed by the appropriate authority on or before the date of commencement of this Act.”

6. With regard to the fixation of 5 years working as contractual employee for grant of benefit under the Act of 2024, we are of the view that the Act itself has been promulgated by the State to protect contractual employees who have already continued for sufficiently long period. Legislation of this kind, where tenure work is sought to be protected, requires that the length of service be specified in the Statute itself, otherwise, a person engaged even yesterday on contractual employment would be entitled to continue for all time. This cannot be the intent of the Legislation. Length of 5 years contractual working for extending protection under the Act of 2024 has thus a definite objects to achieve i.e. protecting the contractual employee who has worked for a substantial period. What would be the length of working as contractual employee for extending benefit under the Act would otherwise be a matter of policy which cannot be said to be irrational or arbitrary. Fixing of 5 years term for grant of benefits to contractual employees

otherwise appears to be just and proper. The consequential cut off date i.e. 15.08.2019, therefore, cannot be challenged on the ground of arbitrariness.

7. In such view of the matter, the writ petition is dismissed.

(ASHWANI KUMAR MISHRA)
JUDGE

August 12, 2025
ajaysharma

(ROHIT KAPOOR)
JUDGE

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