



CWP-25139-2025

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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-25139-2025
DECIDED ON: 28.08.2025

VIKASH KUMAR

.....PETITIONER

VERSUS

STATE OF HARYANA AND ORS

.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Sajjan Singh, Advocate for the petitioner.

SANDEEP MOUDGIL, J (ORAL)1. ***Prayer:***

The writ jurisdiction of this Court has been invoked under Articles 226/227 of the Constitution of India, seeking quashing of the impugned order dated 09.07.2024 whereby decision was taken not to extend the petitioner's contract as *Ayush Yog Sahayak* and a further prayer for directions to the respondents to adjust the petitioner on the said post in District Kurukshetra keeping in view his past services and personal circumstances.

2. ***Brief Facts:***

The petitioner was engaged through Haryana Kaushal Rozgar Nigam Limited (in short HKRNL) for the post of *Ayush Yog Sahayak* vide deployment letter dated 14.07.2023. He joined his duties on 28.07.2023 at Vyayamshala, Nuni Kalan and Ayush Health and Wellness Centre, Nuni Awal, District Mahendergarh.

However, the petitioner remained absent from duty with effect from 09.02.2024 and his contractual tenure also came to an end on 31.03.2024.



Subsequently, vide order dated 09.07.2024, the respondents informed the petitioner that decision had been taken not to extend his contract.

Thereafter, the petitioner served a legal notice dated 20.03.2024 seeking his adjustment as *Ayush Yog Sahayak* in District Kurukshetra citing vacancy. As no response was received, the present writ petition has been filed challenging the order dated 09.07.2024 and seeking directions for adjustment in District Kurukshetra.

3. *Contentions*

Learned counsel for the petitioner submits that the impugned order dated 09.07.2024 declining extension of the petitioner's contract is arbitrary and deserves to be quashed. It is urged that the petitioner had duly been selected through HKRNL under the Deployment of Contractual Persons Policy, 2022 and had performed his duties satisfactorily till unavoidable family circumstances compelled him to stay absent from duty however, this absence was neither willful nor *mala fide* but occasioned by family exigency.

It is further submitted that several posts of *Ayush Yog Sahayak* are still lying vacant in District Kurukshetra and the respondents are under an obligation to consider his representation for adjustment in view of the principles of fairness under Article 14 of the Constitution.

Counsel further urges that the respondents' inaction on the petitioner's legal notice dated 20.03.2025 violates the principles of natural justice, as no opportunity of hearing or consideration of his genuine circumstances was afforded.

4. *Analysis and Conclusion*

Having heard learned counsel for the petitioner and upon perusal of the record, this Court observes that it is not in dispute that the petitioner was



engaged through HKRNL as a contractual employee for a fixed tenure and his contract was valid only up to 31.03.2024. It is further borne out from the record that the petitioner had remained absent from duty with effect from 09.02.2024 and no material has been placed to show that any request for extension of his tenure was made either prior to or immediately upon expiry of the said contract. The alleged impugned order dated 09.07.2024 merely communicates the decision of the respondents not to extend the contract, which had already come to an end by efflux of time.

The court is conscious of the fact that a contractual engagement by its very nature carries no promise of permanence. It begins with consent and ends by the terms to which the parties have bound themselves. When the tenure expires, the engagement ceases and that cessation does not amount to termination but simply the operation of the contract.

Moreover, the relief claimed by the petitioner, seeking adjustment in District Kurukshetra on the basis of his past services and family circumstances, cannot be granted in law. Once the contractual engagement stood terminated upon expiry of the contract period, no vested right of continuation or absorption survives.

This Court finds it apposite to discuss the classical position of service jurisprudence that in order that a *mandamus* may be issued to compel the authorities to do something, it must be shown that the statute imposes a legal duty on the authority and the aggrieved party had a legal right under the statute or rule to enforce it and thus, a writ of *mandamus* could not be issued in favor of the petitioner directing the respondents to re-engage him since the petitioner has not shown an enforceable legal right to be re-engaged or allowed to continue or that



the respondent has a legal duty to re-engage him and the Court cannot direct continuation of such employment contrary to the terms of engagement.

Reliance may be placed on the judgment rendered by the Supreme Court in '*State of Karnataka v. Umadevi (2006) 4 SCC 1*' wherein it was unequivocally held that Poverty, unemployment and family problems are no ground to allow ad hoc, temporary and casual employees to continue in service as they accept the terms and conditional of such appointments being fully aware of its consequences and stating that if such considerations are to prevail it would amount to violation of the fundamental right of others to equal opportunity to compete.

Relevant extract is provided as follows:

*'41. It is argued that in a country like India where there is so much poverty and unemployment and there is no equality of bargaining power, the action of the **State** in not making the employees permanent, would be violative of Article [21](#) of the Constitution. But the very argument indicates that there are so many waiting for employment and an equal opportunity for competing for employment and it is in that context that the Constitution as one of its basic features, has included Articles 14, 16 and 309 so as to ensure that public employment is given only in a fair and equitable manner by giving all those who are qualified, an opportunity to seek employment. In the guise of upholding rights under Article [21](#) of the Constitution of India, a set of persons cannot be preferred over a vast majority of people waiting for an opportunity to compete for State employment. The acceptance of the argument on behalf of the respondents would really negate the rights of the others conferred by Article [21](#) of the Constitution, assuming that we are in a position to hold that the right to employment is also a right coming within the purview of Article [21](#) of the Constitution. The argument that Article [23](#) of the Constitution is breached because the employment on daily wages amounts to forced labour, cannot be accepted. After all, the employees accepted the employment at their own volition and with eyes open as to the nature of their employment. The Governments also revised the minimum wages payable from time to time in the light of all relevant circumstances. It also appears to us that importing of these theories to defeat the basic requirement of public employment would defeat the constitutional scheme and the constitutional goal of equality.*

42. The argument that the right to life protected by Article [21](#) of the Constitution of India would include the right to employment cannot also be accepted at this juncture. The law is dynamic and our Constitution is a



living document. May be at some future point of time, the right to employment can also be brought in under the concept of right to life or even included as a fundamental right. The new statute is perhaps a beginning. As things now stand, the acceptance of such a plea at the instance of the employees before us would lead to the consequence of depriving a large number of other aspirants of an opportunity to compete for the post or employment. Their right to employment, if it is a part of right to life, would stand denuded by the preferring of those who have got in casually or those who have come through the back door.'

Accordingly, the plea of sympathy based on needs, though appealing on human considerations, cannot override the framework of law and be stretched to rewrite contracts or compel the State to create posts where none exist and sympathy is not a substitute for legality.

In the present case, the petitioner not only ceased to work from 09.02.2024, but also made no representation for extension until long after his contract had lapsed. More than one and a half years have now passed since then. To revive a contract long dead, and to command the State to re-engage the petitioner in another district, would be to transgress the constitutional limitations on judicial review.

In view of the discussions made hereinabove this Court, therefore, finds no arbitrariness or illegality in the action of the respondents so as to warrant interference.

Petition stands dismissed.

28.08.2025
anuradha

(SANDEEP MOUDGIL)
JUDGE

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