

**CWP-26267-2025****134**

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

**CWP-26267-2025
Decided on 04.09.2025**

RAVINDER KUMAR**.....PETITIONER(S)****VERSUS****STATE OF HARYANA & ORS.****.....RESPONDENT(S)****CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL**

Present: Mr. Sandeep Thakan, Advocate for the petitioner.

Mr. Sushil Bhardwaj, Addl. A.G. Haryana.

SANDEEP MOUDGIL, J (ORAL)

The present writ petition has been filed under Article 226 of the Constitution of India seeking quashing of the impugned letter dated 02.07.2024 (Annexure P-9), whereby the services of the petitioner as Legal Counselor at One Stop Centre, Faridabad, were dispensed with by respondent No.2. The petitioner also seeks a direction to the respondents to allow him to rejoin his duties under the supervision of respondent No.3 and restrain the respondents from appointing any other person in his place during the pendency of the writ petition.

Learned counsel for the petitioner submits that the impugned order is violative of Articles 14, 16 and 21 of the Constitution of India as the petitioner was not given any notice or opportunity of hearing prior to termination. It is further contended that other similarly situated contractual



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employees have been retained, while the petitioner alone has been discontinued arbitrarily. Reliance has been placed on the decision of this Court in *Smt. Asha Grover v. State of Haryana & Ors.*, CWP No.29371 of 2018, decided on 30.09.2019, to argue that termination without compliance with the principles of natural justice is unsustainable.

I have heard learned counsel for the petitioner and perused the pleadings and documents on record.

It is an undisputed fact that the petitioner was appointed on a purely contractual basis in the year 2018 and continued to serve on contract at the One Stop Centre, first in District Fatehabad and thereafter in District Faridabad. The petitioner's contract was not renewed after 02.07.2024 and his services were accordingly dispensed with.

No appointment letter specifying the tenure, terms or renewal conditions of the petitioner's contractual engagement has been placed on record. There is also no statutory rule or policy entitling the petitioner to continuation or renewal of his engagement beyond the period stipulated in the contract.

The petitioner has also not disputed that he remained absent from duty without sanctioned leave from 26.04.2023 to 07.05.2023, and subsequently sought medical leave for the said period. He later applied for child care leave for an extended period of up to two years citing travel abroad with his wife. Such conduct, involving long and uncertain absence from duty, does not inspire confidence for continued engagement in a role of public importance.



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It is a settled position of law that a contractual employee has no right to continue in service beyond the tenure of contract, unless there is any statutory provision or service regulation protecting such right.

In the case of *Vidyavardhak Sangha and Another v. Y.D.Deshpande And Another reported in (2006) 12 SCC 482*, the Apex Court has observed thus: "4. It is now well settled principle of law that the appointment made on probation/ad hoc basis for a specific period of time comes to an end by efflux of time and the person holding such post can have no right to continue on the post. In the instant case as noticed above, the respective respondents have accepted the appointment including the terms and conditions stipulated in the appointment orders and joined the posts in question and continued on the said post for some years. The respondents having accepted the terms and conditions stipulated in the appointment order and allowed the period for which they were appointed to have been elapsed by efflux of time, they are not now permitted to turn their back and say that their appointments could not be terminated on the basis of their appointment letters nor they could be treated as temporary employee or on contract basis. The submission made by the learned counsel for the respondents to the said effect has no merit and is, therefore, liable to be rejected. It is also well settled law by several other decisions of this Court that appointment on ad hoc basis/temporary basis comes to an end by efflux of time and persons holding such post have no right to continue on the post and ask for regularisation etc."

The plea of discrimination is also without merit, as no material particulars of similarly situated contractual employees having identical leave history or conduct have been furnished to demonstrate unequal



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treatment. Mere continuation of others does not confer a right of continuation upon the petitioner in absence of any enforceable right.

In view of the above settled legal position and the facts of the case, this Court finds no merit in the writ petition. The petitioner being a purely contractual employee has no right to seek reinstatement after expiry of the contract, especially in light of his own prolonged absences and lack of enforceable service rights.

In view of the above present writ petition stands dismissed.

04.09.2025
NainaRajput

(SANDEEP MOUDGIL)
JUDGE

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