

2026:PHHC:017082



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

**CWP-1193-2026
DECIDED ON: 05.02.2026**

SANJEEV**.....PETITIONER****VERSUS****STATE OF HARYANA & OTHERS****.....RESPONDENTS****CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL.**

Present: Mr. Vishal Garg Narwana, Advocate
for the petitioner.

SANDEEP MOUDGIL, J

1. The jurisdiction of this Court under Article 226 of the Constitution of India has been invoked seeking issuance of a writ in the nature of *Mandamus* to direct the respondents No. 1 to 3, to allow the petitioner to continue working as Tubewell Operator in the Village Lottan, Tehsil Naraingarh, District Ambala with further prayer to quash the impugned appointment list (Annexure P-4) issued by respondent No.3-Block Development and Panchayat Officer, Naraingarh, whereby, the petitioner's name was wrongfully omitted.

2. Briefly stated, the case set up by the petitioner is that he was engaged as a Tubewell Operator on contractual basis on 01.06.2024 in Village Lottan under the supervision of the Panchayat authorities. According to the petitioner, he had been discharging his duties satisfactorily and without any complaint. However, subsequently the respondents issued a fresh appointment list (Annexure P-4), thereby replacing the petitioner and appointing another person in his place.

Aggrieved against the said action, the petitioner has approached this Court by

invoking its extraordinary writ jurisdiction seeking continuation in service and quashing of the impugned appointment list.

3. Learned counsel for the petitioner contends that the petitioner had been working diligently and that the action of the respondents in replacing him is arbitrary and violative of the principles of natural justice. It is argued that the petitioner had a legitimate expectation to continue in service and that his services could not have been dispensed with without assigning any reasons or providing him an opportunity of hearing.

4. Per contra, Mr. Deepak Balyan, Addl. AG, Haryana appearing on advance notice on behalf of the respondents submits that the petitioner was merely a contractual employee engaged for a limited period and that no vested right accrued to him to continue in service. It is further submitted that the impugned appointment list was issued as per administrative requirements and in accordance with the applicable guidelines. It is also pointed out that the petitioner has approached this Court after an inordinate and unexplained delay of ten months and therefore the petition deserves to be dismissed on the ground of laches.

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

6. At the outset, it is evident from the pleadings that the petitioner was engaged purely on a contractual basis with effect from 01.06.2024. It is well settled that a contractual employee does not acquire any indefeasible right to continue in service beyond the terms of the contract. The engagement of such an employee is governed strictly by the terms and conditions of the contract and the employer retains the discretion to discontinue the services in accordance with those terms.

7. In “*State Bank of India v. S.N. Goyal 2008 (8) SCC 92*”, the Supreme Court discussing the distinction between contractual nature of service and held that,

“Re : Question (i) - Enforcement of a contract of personal service.

11. Where the relationship of master and servant is purely contractual, it is well settled that a contract of personal service is not specifically enforceable, having regard to the bar contained in section [14](#) of the Specific Relief Act, 1963. Even if the termination of the contract of employment (by dismissal or otherwise) is found to be illegal or in breach, the remedy of the employee is only to seek damages and not specific performance. Courts will neither declare such termination to be a nullity nor declare that the contract of employment subsists nor grant the consequential relief of reinstatement. The three well recognised exceptions to this rule are :

- (i) where a civil servant is removed from service in contravention of the provisions of Article [311](#) of the Constitution of India (or any law made under Article 309);*
- (ii) where a workman having the protection of Industrial Disputes Act, 1947 is wrongly terminated from service; and*
- (iii) where an employee of a statutory body is terminated from service in breach or violation of any mandatory provision of a statute or statutory rules.*

There is thus a clear distinction between public employment governed by statutory rules and private employment governed purely by contract. The test for deciding the nature of relief - damages or reinstatement with consequential reliefs - is whether the employment is governed purely by contract or by a statute or statutory rules. Even where the employer is a statutory body, where the relationship is purely governed by contract with no element of statutory governance, the contract of personal service will not be specifically enforceable.”

8. Another significant aspect which cannot be overlooked is the inordinate delay on the part of the petitioner in assailing the order of termination and the subsequent appointment of another person on his body. The petitioner has failed to furnish any satisfactory explanation for the delay in approaching this Court. Though, the writ jurisdiction under Article 226 of the Constitution of India is discretionary in nature and relief cannot be granted to a litigant who approaches the Court after undue delay without plausible justification.

9. Furthermore, the pleadings in the present petition are conspicuously silent regarding the employment status of the petitioner during the intervening period. Despite a specific query put by the Court during the course of hearing, the petitioner has failed to substantiate that he has remained unemployed or without any source of livelihood during the last ten months. The absence of such material further weakens the case of the petitioner and disentitles him to any equitable relief.

10. It is also pertinent to observe that the petitioner has not demonstrated any statutory or legal right that has been infringed by the respondents. In the absence of such a right, a writ of Mandamus cannot be issued. The jurisdiction under Article 226 is invoked to enforce legal rights and not merely to address grievances arising out of contractual arrangements lacking statutory backing.

11. In the considered opinion of this Court, the petitioner, being a contractual employee, had no legal right to claim continuation in service. The impugned action of the respondents in issuing the appointment list (Annexure P-4) does not suffer from any illegality or arbitrariness warranting interference by this Court in exercise of its writ jurisdiction.

12. Consequently, in view of the foregoing discussion, this Court finds no merit in the present writ petition.

05.02.2026

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(SANDEEP MOUDGIL)
JUDGE

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