

2026:PHHC:033741



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

CWP-1814-2026
DECIDED ON: 18.02.2026

SONU

.....PETITIONER(S)

VERSUS

STATE OF HARYANA AND OTHERS

.....RESPONDENT(S)

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL.

Present: Mr. Arjun Sheoran, Advocate
for the petitioner

SANDEEP MOUDGIL, J

Prayer

1. This writ petition has been filed under Articles 226/227 of the Constitution of India, praying for the issuance of a writ in the nature of certiorari for setting aside the speaking order dated 14.10.2024 (Annexure P-1) passed by respondent No.2, in compliance of the judgment passed by this Court in CWP-18628-2021, whereby the representation dated 20.08.2024 (Annexure P-3) submitted by the petitioner, has been rejected.

Brief Facts

2. The petitioner was appointed as a Peon on 12.07.2018 under Outsourcing Policy-II after participating in a selection process conducted pursuant to advertisement dated 29.04.2018 issued for filling six vacant posts of Peon in the Prosecution Department. The petitioner successfully cleared the written test conducted on 24.06.2018 and joined the post after selection. Subsequently, on

23.01.2019, the services of the petitioner were terminated on the ground that regular recruitment to Group-D posts, including the post of Peon, had been carried out by the Haryana Staff Selection Commission through Advertisement No. 04 of 2018. Thereafter, the Chief Secretary, Government of Haryana issued instructions dated 02.02.2019 providing that contractual Group-D employees engaged against sanctioned posts should be retained where vacancies remained even after regular recruitment and those already relieved could be re-engaged against available vacant posts. The petitioner submitted various representations seeking re-engagement against the vacant posts. Information obtained by the petitioner under the Right to Information Act also confirmed the existence of vacant posts of Peon in the department. The petitioner earlier approached this Court in CWP No. 18628 of 2021, which was disposed of on 24.07.2024 with a direction to the respondents to decide the petitioner's representation. In compliance thereof, the petitioner submitted a fresh representation on 20.08.2024, which was rejected by the respondents through speaking order dated 14.10.2024. Aggrieved by the said order, the petitioner has filed the present writ petition.

Contentions on behalf of the petitioner

3. Learned counsel for the petitioner contends that the impugned order rejecting the petitioner's claim for re-engagement is illegal, arbitrary and contrary to the binding Government instructions dated 02.02.2019. It is submitted that the petitioner had been appointed after a due and lawful selection process against sanctioned vacant posts and therefore his services could not have been terminated when vacancies admittedly continued to exist. It is further argued that the Government instructions specifically directed retention or re-engagement of contractual Group-D employees where posts remained vacant even after regular recruitment. According to the petitioner, despite the existence of vacant posts

confirmed through RTI replies, the respondents failed to consider his case for reappointment.

4. Learned counsel submits that it is a settled principle of law that a contractual or ad-hoc employee appointed through due process cannot be replaced by another contractual or temporary employee and can only be displaced by a regularly appointed candidate. The refusal of the respondents to re-engage the petitioner, while allowing the posts to remain vacant or to be filled through other temporary arrangements, is therefore alleged to be arbitrary and violative of Articles 14 and 16 of the Constitution of India.

5. Having heard learned counsel for the petitioner

Analysis

6. Upon perusal of the record, this Court finds no merit in the present writ petition. It is not in dispute that the petitioner was engaged as a Peon on 12.07.2018 under Outsourcing Policy-II on contractual basis. The engagement of the petitioner was not against a regular appointment but was purely contractual and governed by the terms of the outsourcing policy. Such engagements are inherently temporary in nature and do not confer any right upon the incumbent to claim continuation in service or re-engagement as a matter of right once the contractual arrangement comes to an end.

7. The record indicates that the petitioner was engaged purely on a contractual basis and his engagement was co-terminus with the administrative requirement for which such engagement had been made. His services came to an end on 23.01.2019 when regular recruitment to the Group-D posts, including the post of Peon, was conducted through the competent recruiting agency and regular appointees joined service. Once the posts stood filled through regular recruitment,

the very substratum for continuation of the petitioner's contractual engagement ceased to exist.

8. It is well settled that a person appointed on contractual or temporary basis does not acquire any vested or enforceable right to continue in service beyond the tenure of such engagement or to claim re-engagement as a matter of right. In this regard, reference can be made to the decision of the Apex Court in the case of Secretary, State of Karnataka v. Umadevi,” (3) (2006) 4 SCC 1; wherein the Constitution Bench authoritatively held that temporary, contractual or casual appointees cannot claim continuation or regularization merely on the basis of their engagement. Relevant extract reads as under:-

“A temporary, contractual, casual or daily-wage employee has no legal right to be made permanent in service. Such appointments are made to meet emergent or temporary requirements and cannot create a right to continue in the post or to seek regularisation except in accordance with the constitutional scheme of public employment.”

9. The reliance placed by the petitioner on the principle that an ad-hoc employee should not be replaced by another ad-hoc employee is also misconceived in the facts of the present case. The said principle was noticed by the Hon'ble Supreme Court in “State of Haryana v. Piara Singh,” (1992) 4 SCC 118; primarily in the context of ad-hoc arrangements being perpetuated without undertaking regular recruitment. The ratio of the said judgment cannot be mechanically applied to contractual engagements governed by a specific outsourcing policy, particularly when the original engagement itself was not against a sanctioned regular post but was purely contractual and temporary in nature.

10. In the present case, the petitioner's engagement was governed by contractual terms and by the outsourcing policy of the State. Once regular

recruitment was conducted through the competent recruiting agency and regular appointees joined service, the contractual arrangement automatically came to an end. In such circumstances, the petitioner cannot invoke the aforesaid principle to claim a right to continue or to seek re-engagement.

11. Further reliance placed by the petitioner on the instructions dated 02.02.2019 issued by the Chief Secretary, Government of Haryana also does not advance his case. The said instructions are merely administrative guidelines and cannot override the governing terms of contractual engagement under the outsourcing policy. Such instructions do not confer any enforceable legal right upon a disengaged contractual employee to claim re-engagement as a matter of entitlement.

12. It is also pertinent that, pursuant to the directions issued by this Court in the earlier round of litigation, the representation of the petitioner has already been considered by the competent authority and a reasoned speaking order dated 14.10.2024 has been passed declining his claim. The said order reflects due application of mind and records valid reasons for rejecting the petitioner's request.

13. The contention of the petitioner that certain posts of Peon were lying vacant in the department is equally untenable. The mere existence of vacancies does not create a corresponding legal right in favour of a contractual employee to seek appointment or re-engagement against such posts. The manner in which vacancies are to be filled and the mode of recruitment fall squarely within the administrative domain of the employer. Unless the action of the respondents is shown to be patently arbitrary or in violation of any statutory provision, this Court would ordinarily refrain from interference in exercise of its writ jurisdiction.

14. In the case in hand, the petitioner has failed to demonstrate that the impugned order suffers from any illegality, perversity or arbitrariness warranting

interference by this Court. In view of the purely contractual nature of the petitioner’s engagement and the fact that regular recruitment had already taken place, no enforceable right survives in favour of the petitioner for seeking re-engagement.

15. Accordingly, the writ petition stands dismissed.

18.02.2026
sham

(SANDEEP MOUDGIL)
JUDGE

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