



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

Sr. No.203

**CWP-14081-2001 (O&M)
Date of Decision: 13.03.2026**

Hari Parkash

.... Petitioner

Versus

State of Haryana and others

... Respondents

CORAM: HON'BLE MR. JUSTICE TRIBHUVAN DAHIYA

Present: Mr. Rajat Sharma, Advocate, for
Mr. Jitender Nara, Advocate, for the petitioner.

Mr. Aakash Singla, Additional Advocate General, Haryana.

TRIBHUVAN DAHIYA, J. (ORAL)

The petition has been filed *inter alia* seeking a writ of *certiorari* quashing the order dated 02.07.2001, Annexure P-6, whereby the petitioner's services have been terminated; a writ of *mandamus* has also been sought directing the respondents to reinstate him as the scheme/project is continuing, and grant him all consequential benefits arising therefrom.

2. Learned counsel contended that the petitioner was engaged as Trainer in Radio and T.V. under Community Development Scheme on temporary basis on fixed pay of ₹810 per month (D.C. Rates), vide memo dated 29.07.1999, Annexure P-1. In terms of the agreement/contract entered into between him and the Coordinator/Principal, dated 03.05.1999, Annexure P-5, he was required to train at least thirty students during the contract period. In case the number decreases, the contract would have to be terminated. His contract expired on 11.06.2001, whereupon he sought extension which was declined, and his services were terminated vide impugned order dated 02.07.2001. This was solely on the ground that there



were only five students left in the centre where he had been appointed, and it was not feasible to run the centre.

3. The facts aforementioned have not been contested by the petitioner.

4. It is, therefore, apparent that as per the agreement the petitioner was engaged as Trainer in Radio and T.V. under Community Development Scheme with the condition that he had to train minimum thirty students during his engagement, and the reason for dispensing with his services was non-availability of requisite number of students. It also remains undisputed that after expiry of his term of engagement on 11.06.2001 he had sought extension, which was declined on this sole ground leading to termination of service. Therefore, the decision to dispense with the service was in terms of the agreement and cannot be taken exception to.

5. Accordingly, finding no merit in the petition, it stands dismissed.

6. Pending miscellaneous application(s), if any, also stand(s) disposed of.

(TRIBHUVAN DAHIYA)
JUDGE

13.03.2026
Maninder

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