

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP-6888-2025 (O&M)

Decided on 19.02.2026

Shiv Kumar

... Petitioner

VS.

State of Haryana & Ors.

... Respondents

CWP-5626-2025 (O&M)

Priyanka

... Petitioner

VS.

State of Haryana & Ors.

... Respondents

CORAM: HON'BLE MR.JUSTICE SANDEEP MOUDGIL

Present: Mr. TS Dhull, Advocate and
Mr. Wazir Singh, Advocate for the petitioner

Mr. Deepak Balyan, Addl. AG Haryana

Sandeep Moudgil, J.

(1). By this order, I shall dispose of the above-cited two writ petition involving identical issues for adjudication. For facts, CWP-6888-2025 is treated as the lead case.

Prayer

(2). The present writ petition has been filed under Articles 226/227 of the Constitution of India, *inter alia*, seeking issuance of a writ in the nature of certiorari for quashing the impugned order dated 07.02.2025 (Annexure P6) vide which the respondent no.3 has terminated the services of the petitioner along with the letter dated 02.01.2025 (Annexure P2) and 16.01.2025 (Annexure P4) vide which the explanation was sought and the petitioner was directed to appear.

Facts

(3). On 06.03.2023, the Haryana Kaushal Rojgar Nigam Limited (HKRNL) invited applications for the post of Para-Engineering Associates (Junior Engineer - Civil), for which the petitioner applied through the HKRNL portal. The petitioner was issued a deployment offer letter dated 06.03.2023 by respondent HKRNL for the said post (Annexure P1).

(4). Subsequently, on 02.01.2025, the petitioner received a letter from the Block Development and Panchayat Officer, Siwan, stating that he had not marked attendance on the NMMS portal and directed him to submit an explanation within three days (Annexure P-2). In response thereto, the petitioner submitted his explanation/reply to the said officer (Annexure P-3) and thereafter, he received another letter dated 16.01.2025 directing him to appear before the Block Office on 17.01.2025 with documents, in reference to a complaint dated 10.10.2024 made by Jasbanti Devi regarding Village Panchayat Kakrala Anayat (Annexure P-4 & P-5). The petitioner submitted the same reply as earlier.

(5). Thereafter, vide impugned order dated 07.02.2025, the Chief Executive Officer, District Rural Development Agency, Kaithal, terminated the petitioner's services with immediate effect, along with ABPO Priyanka Sharma (Annexure P-6).

(6). Hence this writ petition.

Contentions of the petitioner(s)

(7). Learned counsel for the petitioner contends that under the instructions on roles and responsibilities of key functionaries under Mahatma Gandhi NREGS, the ABPO is responsible for NMMS attendance marking, and

HKRNL instructions dated 01.08.2024 mandate a specific termination process, which the respondents failed to follow (Annexure P-8). Further it is submitted that it is the duty of the Mates to capture daily attendance through mobile monitoring system i.e. through NMMS App regarding the muster roll.

(8). He argued that the BDPO, Siwan herself, was one of the accused in the subject complaint made by Jasbanti Devi regarding which the BDPO, Siwan was issuing explanation to the petitioner and further made recommendation for taking disciplinary proceedings against him and as such, in sheer misuse of power, the BDPO, Siwan was not competent to take such action.

(9). It is further averred that the petitioner was never supplied copy of the enquiry conducted by any officer and he was never supplied any copy of document on the basis of which the petitioner has been terminated from his services and as such, the termination is liable to be dismissed on this ground alone inasmuch as it is well settled that a person accused should be furnished with copy of enquiry report conducted against him whereas in the present case, the impugned order has been passed without conducting any enquiry.

(10). Written statement dated 26.06.2025 has been filed by Suresh Ravish, Chief Executive Officer, District Rural Development Agency, Kaithal on behalf of respondents No.1 to 3 wherein it has been averred that the petitioner's deployment as Para Engineering Associate (Junior Engineer - Civil) in the Rural Development Department, District Kaithal, was purely contractual for one year vide deployment letter dated 06.03.2023 (Annexure P1), wherein it was explicitly stated that his duties would include but not be limited to those of a Junior Engineer, and the indenting organization (DRDA, Kaithal) would be

deemed the principal employer. The petitioner duly reported to the office of BDPO, Siwan in March 2023 and performed assigned functions, including MNREGA-related works, however, upon receipt of a serious corruption complaint dated 10.10.2024 by Smt. Jaswanti Devi alleging irregularities in MNREGA schemes at Villages Kakrala Anayat and Kakehdi which was corroborated in the DISHA meeting chaired by the local MP and local newspapers, the CEO, DRDA, Kaithal directed BDPO, Siwan to hold an enquiry and accordingly, vide letter dated 25.11.2024, a committee of officers was constituted, which submitted its report dated 09.01.2025 recommending action against the petitioner.

(11). It is further submitted that post-enquiry, BDPO, Siwan called for the petitioner's explanation vide letter dated 02.01.2025 (Annexure P2) and the principal employer i.e. the CEO, DRDA, Kaithal lawfully terminated the petitioner's contractual deployment with immediate effect vide order dated 07.02.2025 (Annexure P6), after due consideration of the inquiry report, complaint, and petitioner's explanation. He further submits that no regular departmental inquiry was mandated for contractual termination, and principles of natural justice stood satisfied by the show-cause opportunity afforded vide Annexure P-2, rendering the impugned order legal, proportionate, and binding.

(12). Having heard learned counsel for the parties, this court is of the considered opinion that this petition deserves to be allowed as the termination is stigmatic, founded on alleged misconduct, and has been effected without a fair, structured inquiry consistent with principles of natural justice, despite the petitioner being a State-deployed contractual functionary under a statutory scheme.

(13). Even in the realm of contractual employment, courts have repeatedly held that where the termination is grounded on allegations and carries civil consequences, an opportunity of effective hearing and due inquiry is mandatory before dispensing with services. In analogous contexts, it has been emphasized that contractual appointments cannot be discontinued punitively, on allegations of irregularities or corruption, without affording a proper opportunity to defend, and that such stigmatic orders are liable to be set aside.

(14). It is settled law that even a contractual appointment cannot be terminated without affording an opportunity of hearing, if founded on allegation and/or misconduct, which casts a stigma on the employee. The Supreme Court in **K.C. Joshi v. Union of India and Others, (1985) 3 SCC 153**, held that contract of service has to be in tune with Articles 14 and 16 of the Constitution of India and if it is to be suggested that one can dismiss anyone without a semblance of inquiry or whisper of principles of natural justice, such an approach overlooks the well-settled principle that if State action affects livelihood or attaches stigma, punitive action can be taken only after an inquiry, in keeping with the principles of natural justice.

(15). It is true that the misconduct, negligence, inefficiency or other disqualification may be the motive or the inducing factor which influences the Government to take action under the terms of the contract of employment or the specific service rule, nevertheless, if a right exists, under the contract or the rules, to terminate the service, the motive operating on the mind of the Government is, as Chagla, C.J., has said in **Shrinivas Ganesh v. Union of India AIR (1956) Bom 455** wholly irrelevant.

(16). In short, if the termination of service is founded on the right flowing from contract or the service rules then, prima facie, the termination is not a punishment and carries with it no evil consequences and so Article 311 is not attracted. But even if the Government has, by contract or under the rules, the right to prescribed for inflicting the punishment of dismissal or removal or reduction in rank, the Government may, nevertheless, choose to punish the servant and if the termination of service is sought to be founded on misconduct, negligence, inefficiency or other disqualification, then it is a punishment and the requirements of Article 311 must be complied with. As already stated if the servant has got a right to continue in the post, then, unless the contract of employment or the rules provide to the contrary, his services cannot be terminated otherwise than for misconduct, negligence, inefficiency or other good and sufficient cause. A termination of the service of such a servant on such grounds must be a punishment and, therefore, a dismissal or removal within Article 311, for it operates as a forfeiture of his right and he is visited with the evil consequences of loss of pay and allowances.

(17). In the present case, the impugned order is not a termination simpliciter but is founded on alleged misdeeds in MNREGA works, non-marking of NMMS attendance and a corruption complaint, yet no full-fledged inquiry, examination of material, or reasoned finding on the petitioner's specific role has been recorded, nor have the safeguards indicated in the HKRNL instructions and role/responsibility framework been adhered to, rendering the action arbitrary and disproportionate. The legal position that even a contractual employee cannot be terminated for alleged misconduct without following due process, issuance of proper show-cause, fair consideration, and,

where allegations are serious, a meaningful inquiry, has been reiterated in service jurisprudence, including decisions where terminations for negligence/irregularities were quashed and reinstatement ordered for breach of natural justice.

Conclusion

(18). Accordingly, the writ petition is allowed and the impugned order dated 07.02.2025 terminating the petitioner’s deployment along with all consequential and ancillary proceedings in relation thereto, stand quashed. The respondents are directed to release all consequential benefits to the petitioner within a period of one month from the date of receipt of certified copy of this order.

(19). Ordered accordingly.

(20). Pending application(s), if any, stands disposed of.

19.02.2026
V.Vishal

(Sandeep Moudgil)
Judge

1. Whether speaking/reasoned?	:	Yes/No
2. Whether reportable?	:	Yes/No