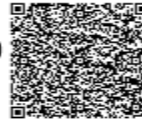


2026:PHHC:048270



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

CWP-7237-2026
DECIDED ON:13.03.2026

YOGESH

....PETITIONER(S)

VERSUS

STATE OF HARYANA AND OTHERS

.....RESPONDENT(S)

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Devender Punia, Advocate
for the petitioner

SANDEEP MOUDGIL, J (ORAL)

Prayer

1. The jurisdiction of this court has been invoked under Article 226/ 227 of the Constitution of India for the issuance of a writ in the nature of the *certiorari* for quashing the impugned letter dated 04.07.2025 (Annexure P-7) by which the petitioner has been restrained from doing his duty after joining without assigning any reason

Brief facts

2. The petitioner, being duly qualified, applied for the post of Physiotherapist pursuant to an advertisement issued by respondent No.4 under the National Urban Health Mission, Fatehabad. Upon due process, the petitioner was called for document verification and was subsequently found suitable for appointment. Thereafter, the petitioner was directed to execute a Memorandum of

Understanding, which was duly signed between the parties, and he was issued a joining letter. In compliance thereof, the petitioner joined his duties at UPHC, Ashok Nagar, Fatehabad on 02.07.2025 and marked his attendance. However, shortly thereafter, vide impugned letter dated 04.07.2025, the petitioner was restrained from discharging his duties on the ground of “administrative reasons,” without any further clarification.

Contention on behalf of the petitioner

3. Learned counsel for the petitioner contends that the impugned action of the respondents is wholly arbitrary, illegal, and violative of Articles 14 and 16 of the Constitution of India, as the petitioner, after having been duly selected and having joined pursuant to a valid appointment process, has been abruptly discontinued without any justification. It is further contended that the appointment of the petitioner, though contractual in nature, is governed by the Service Bye-laws of 2018 framed by respondent No.2, which prescribe specific conditions for termination or discontinuation of services. The action of placing the petitioner’s services on hold without adhering to the prescribed procedure or assigning any reason is, thus, in clear contravention of the said bye-laws.

4. It is also argued that no notice, as mandated under the applicable bye-laws, has been served upon the petitioner, nor has any ground such as misconduct, unsatisfactory performance, or administrative exigency, as contemplated under the rules, been substantiated. The learned counsel submits that the petitioner has been deprived of his legitimate right to continue in service and to receive salary, despite having duly joined and performed his duties. It is further submitted that repeated representations made by the petitioner to the authorities, including approaching higher offices, have yielded no response, thereby leaving the petitioner remediless.

Analysis

5. Upon consideration of the matter, this Court finds that the appointment of the petitioner was admittedly contractual in nature, governed by the terms and conditions contained in the Memorandum of Understanding as well as the applicable Service Bye-laws. It is well settled that a contractual employee does not hold a civil post and, therefore, does not enjoy the same degree of protection as is available to a regular employee. Reliance can be placed upon the judgment of the Apex Court rendered in the case of **SBI vs. S.N. Goyal;** The relevant extract of the said judgment reads as under:-

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.”

6. The scope of judicial review in such matters is limited, particularly where the contract itself permits discontinuation under specified conditions.

7. A perusal of the relevant Service Bye-laws, especially clause 21(a) relating to termination or discontinuation of contract, reveals that the services of a contractual employee can be terminated by the competent authority without assigning any reason, subject to the terms stipulated therein. Clause 21(a) reads thus:-

“Clause 21 (a). Termination or Dis-Continuation of Contract

a) The contract of an employee shall be terminated at any time by the Appointing Authority without assigning any reason, by giving one month's notice or on payment of remuneration for such period as the 13notice falls short of one month. Provided that if an employee remains willful absent during period of notice, he shall not be entitled to receive any remuneration during the period of willful absence in the case of employee himself/herself wants to resign, he/she can do so by giving one month's notice or by depositing one month's remuneration in lieu thereof.”

8. The impugned communication dated 04.07.2025 (Annexure P-7) indicates that the petitioner's services were put on hold due to administrative reasons. Such a decision falls within the domain of the employer, and unless it is shown to be actuated by mala fides or in violation of any statutory provision, the same does not warrant interference in exercise of writ jurisdiction.

9. The contention of the petitioner that no notice was issued also does not advance his case in the peculiar facts and circumstances, as the nature of engagement being purely contractual, the relationship between the parties is governed primarily by the terms agreed upon and the MOU executed between the petitioner, wherein the terms are reproduced as under:-

MOU FOR SPECIALIST ENROLLED UNDER 15th FINANCE COMMISSION

I YOGESH S/o BALRAM SHARMA have applied for empanelment for a Specialist as a PHYSIOTHERAPY for UPHC Ashok Nagar, Fatehabad (upgraded as polyclinic under 15th finance

commission) on the incentive of 2500/- (fixed) per visit without any other allowance.

I will follow the Following instructions:-

- 1. I will do the work as per medical ethics and will follow the provision of PC PNDT act and other Health related rules.*
- 2. The timing will be 10.00 AM -4.00 PM and at max. 3 days in a week (Mode of payment will be online, Your are requested to provide a copy of passbook and PAN No.).*
- 3. Biometric and Register attendance both are must.*
- 4. I will not claim any other amount exceptper visit (fixed).*
- 5. I have been informed that empanelment can be terminated at any time without assigning any reason. No separate notice will be issued by the department.*
- 6. I have been informed this ampanelment is valid up to 31/03/2026 and thereafter as per sanction given in ROP F.Y. 2026-2027.*
- 7. It has also been informed to me that the above mentioned empanelment as Special Doctor is not recruitment on a job and I will not claim any regularization /Nenifits/Perks allowance under NHM except of the given incentives.*
- 8. It has also been informed to me that I will be bound by the terms and conditions mentioned in MOU and I will act as per the roster (which can be amended time to time as per the requirement).*
- 9. It have been informed that I will be available as per the roster and when so ever my presenceis required for the purpose.*
- 10. I have been informed thatmy empanelment will be terminated if I fail to give services 3 consecutive times as per roster (without any information). “*

10. The petitioner has not been able to demonstrate that the action of the respondents is in breach of any mandatory statutory provision or that it is vitiated by arbitrariness of such a degree as would attract the rigour of Articles 14 and 16 of the Constitution of India.

11. It is also pertinent to note that the impugned action does not amount to stigmatic termination nor does it cast any aspersion on the conduct or competence of the petitioner. Rather, it reflects an administrative decision taken in the exigencies of service. In such circumstances, this Court would be slow to substitute its own view for that of the competent authority in matters relating to contractual employment under a specific scheme.

Conclusion

12. In view of the aforesaid discussion, this Court is of the considered opinion that no case for interference is made out.
13. The writ petition, being devoid of merit, is accordingly dismissed.

13.03.2026
Sham

(SANDEEP MOUDGIL)
JUDGE

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