



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

**116**

**CWP-8381-2026 (O&M)  
Date of decision: 19.03.2026**

Yoginder Singh and others

....Petitioners

Versus

State of Haryana and others

....Respondents

**CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR**

**Present:** Mr. Ravinder Malik (Ravi), Sr. Advocate  
with Mr. Ritender Rathee, Advocate  
and Mr. Garvit Mittal, Advocate  
for the petitioners.

Mr. Piyush Khanna, Addl. A.G., Haryana  
for respondents No.1 to 3.

Mr. Vikrant Pamboo, Advocate  
for respondents No.4 to 7.

**HARPREET SINGH BRAR J. (Oral)**

1. Prayer in this writ petition filed under Articles 226/227 of the Constitution of India, is for issuance of a writ in the nature of mandamus, directing respondent No.1 to reflect/incorporate the name of respondent No.4/HAFED on the online Job Security Portal opened by respondent No.1/State, so as to enable the petitioners to register themselves on the said portal for submission of their data and to avail the benefit of security of service under the Haryana Contractual Employees Security of Service Act, 2024.

2. The brief facts of the case are that the petitioners are working as Security Guards, Dusting Operators and Assistant Field



Inspectors in different offices of respondent No.4/HAFED on contractual basis for several years and they have rendered continuous service exceeding five years. The State of Haryana enacted the Haryana Contractual Employees Security of Service Act, 2024 (in short the Act of 2024') with an objective to grant security of service and other benefits to eligible contractual employees. Pursuant thereto, the respondents developed an online Job Security Portal for registration of eligible contractual employees and submission of their data for grant of benefits under the Act of 2024. However, the grievance of the petitioners is that while filling the online application form, the name of respondent No.4/HAFED is not reflecting on the portal, due to which the petitioners are unable to proceed with the registration process and consequently are deprived of the benefits under the Act of 2024. Despite filing various representations and communications by respondent No.4 to the higher authorities, the issue has not been resolved till date.

3. Learned Senior counsel for the petitioners, *inter alia*, contends that the petitioners are fully eligible under the Act of 2024, as they have completed the requisite period of five years of service. The petitioners are being deprived of their statutory rights due to a purely technical lapse on the part of the respondents.

3.1. Learned Senior counsel for the petitioners further contends that the controversy involved in the present petition has already been settled by this Court in CWP-5144-2026, titled as ***Dinesh Kumar and others vs State of Haryana and others***, decided on 27.02.2026, and the



benefit of the Act of 2024 has been extended to similarly situated employees in terms of Sections 2, 3 and 4 of the Act of 2024 and, thus, the present petitioners are also entitled to the same relief.

3.2. Learned Senior counsel for the petitioners further submits that in spite of the fact that the issue involved in the present petition stands settled in ***Dinesh Kumar's case (supra)***, yet the respondents are compelling every employee to approach this Court. He further submits that the action of the respondents is arbitrary, discriminatory and contrary to the mandate of Articles 14 and 16 of the Constitution of India.

4. *Per contra*, learned State counsel as well as learned counsel for respondents No.4 to 7 submits that in case the petitioners have not applied before the cut-off date, they will have no vested right to be considered for the benefit, in question. However, they fairly conceded that they are not in a position to distinguish the case of the present petitioners from that of the petitioners in ***Dinesh Kumar's case (supra)***.

5. I have heard learned counsel for the parties and perused the record with their able assistance.

6. The controversy involved in the present case is no longer *res integra*. This Court in ***Dinesh Kumar's case (supra)*** has already dealt with an identical issue and granted relief to similarly situated employees, after duly examining the scope and ambit of the tenure of engagement as defined under Section 4 of the Act of 2024.



7. The operative part of the judgment passed in ***Dinesh Kumar's case (supra)*** (Annexure P-7) is reproduced hereinbelow:-

“2. On 19.02.2026, following order was passed by this Court: -

*“Prayer in this writ petition filed under Articles 226/227 of the Constitution of India, is for issuance of a writ in the nature of mandamus, directing the respondent No.1 to reflect/incorporate the name of the respondent No.4/HAFED on the online Job Security portal opened by the respondent No.1 by updating the same so that the petitioners can register themselves on the said online portal for submission of their data to the respondents for taking benefit of security of their services under the Haryana Contractual Employees (Security of Service) Act, 2024 (Annexure P-2).*

*Learned Senior counsel for the petitioners, inter alia, contends that the petitioners are contractual employees, specifically working as Security Guards with respondent No. 4/HAFED, who were deployed under the Haryana Kaushal Rozgar Scheme on 01.04.2022 and are seeking the benefit of The Haryana Contractual Employees (Security of Service) Act, 2024, promulgated on 06.12.2024 (Annexure P-2) to provided security of service to contractual employees. Pursuant to this, respondent No.4/HAFED initiated the process of collecting requisite data of all eligible outsourced employees who had completed five years of service as on 15.08.2024 vide communications dated 21.01.2025 (Annexures P-3 & P-4) and 22.01.2025 (Annexure P-5), and respondent No.1, thereafter, developed an online portal i.e. [www.securedemployee.csharyana.gov.in](http://www.securedemployee.csharyana.gov.in) and intimated all concerned departments regarding uploading of such data vide letter dated 23.12.2025 (Annexure P-7). Thereafter, respondent No.4 specifically apprised respondent No.3 vide communication dated 09.01.2026 (Annexure P-8) that the name of HAFED was not reflected on the said portal, thereby preventing the petitioners from registering themselves to avail the statutory protection, however, no corrective action has been taken till date, even though the last date for registration was extended up to 20.02.2026 vide*



*letter dated 30.01.2026 (Annexure P-9). Feeling aggrieved, the petitioners have also submitted a detailed representation dated 04.02.2026 (Annexure P-10), which remains unattended. Learned Senior counsel for the petitioners further submits that respondent No.4/HAFED is under the administrative and financial control of the government and for all intents and purposes, the petitioners are entitled to security of service under The Haryana Contractual Employees (Security of Service) Act, 2024.*

*Mr. Vikrant Pamboo, Advocate, appears on advance notice on behalf of respondents No.4 and 5 and seeks a short accommodation to have complete instructions in the matter.*

*Adjourned to 20.02.2026.”*

*3. Learned senior counsel for the petitioners relies upon Section 2 of the Act, which defines the eligible contractual employees and the Government Organization. He further refers to Section 2(f) of the Act and submits that the Government Organization means a department, board, corporation or authority under the eligible contractual employee was working on the date of commencement of the Act. Further, eligibility of the contractual employee, who can be granted the benefit of security of service, is provided in Section 3 of the Act. It is contended that the petitioners have completed 05 years of service in Government Organization on full time basis on the appointed date i.e. 06.12.2024. As such, eligibility of the petitioners is not in question. Furthermore, Section 4 of the Act provides for ‘Tenure of Engagement’, wherein it is defined that the eligible contractual employee shall continue to work in the Government Organization till he/she attains the age of superannuation. As such, the petitioners are fully eligible and entitled to protection as granted by the Act.*



4. *Learned learned counsel for respondents No.4 & 5 is not in a position to controvert the mandate of the Act.*

5. *I have heard learned counsel for the parties and perused the record of the case file with their able assistance.*

6. *As a handy guide, Sections 2, 3 & 4 of the Act, which define eligibility conditions for the contractual employee and tenure of engagement, are reproduced as under: -*

*“2. In this Act, unless the context otherwise requires,-*

*(a) “appointed date” means the 15th August, 2024;*

*(b) “appropriate authority” means such appointing authority, as may be notified by the Government for the Government Organization;*

*(c) “appellate authority” means such appellate authority, as may be notified by the Government for the Government Organization;*

***(d) “eligible contractual employee” means an employee engaged on contract, adhoc or outsource basis in the Government Organization on the appointed date;***

*(e) “Government” means the Government of the State of Haryana in the Human Resources Department;*

***(f) “Government Organization” means a department, board, corporation or authority under which the eligible contractual employee was working on the date of the commencement of this Act;***

*(g) “prescribed” means prescribed by the rules made under this Act;*

*(h) “Schedule” means the Schedule appended to this Act;*

*(i) “superannuation” means such age of superannuation, as may be notified by the Government. Definitions.*

3. *The eligible contractual employee shall be an employee who,-*

*(i) (a) has been engaged on contract by the Government Organization and is in the service of such Government Organization on the*

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*appointed date and receiving remuneration upto Rs.50,000/- per month; or*

***(b) is deployed by the Haryana Kaushal Rozgar Nigam under the Deployment of Contractual Persons Policy, 2022 and is in the service of a Government Organization on the appointed date;***

***(ii) has completed at least five years service in the Government Organization on full time basis as on the appointed date.***

*Explanation 1.- The period of service shall be considered as the period for which remuneration was made, directly or indirectly, by the Government Organization to the eligible contractual employee and shall include the period of any leave approved by the competent authority.*

*Explanation 2.- For the purposes of calculation of the number of years of engagement, a contractual employee who has received remuneration for at least 240 days in a calendar year shall be deemed to have worked for the entire year,*

*but shall not include an employee who,-*

*(i) has been engaged under Centrally Sponsored Schemes paid in part or full by the Central Government; or*

*(ii) has been engaged on honorarium basis; or*

*(iii) has been paid remuneration for service rendered on a part time basis by the Government Organization; or*

*(iv) has attained the age of fifty-eight years on the appointed date; or*

*(v) has been terminated or removed by the appropriate authority on or before the date of commencement of this Act. Tenure of engagement.*

**4. The eligible contractual employee shall continue to work in the Government Organization till he attains the age of superannuation."**

*(emphasis added)*

7. A perusal of Section 2 of the Act clearly establishes that the petitioners are eligible contractual employees, who are working in the Government Organization i.e. HAFED-respondent No.4 and they have completed 05 years of



*service in that Government Organization on full time basis on the appointed date i.e. 06.12.2024. As such, in terms of Section 4 of the Act, the petitioners are entitled to security of service till their attaining the age of superannuation.*

*8. In view of the aforementioned facts and circumstances of the case, present petition is allowed and respondent No.1 is directed to include the name of respondent No.4-HAFED on the online Job Security Portal.*

*9. Further, the respondent-HAFED is also directed to issue a formal order granting the benefit of security of service to the petitioners, as granted by the Act. Needful be done within a period of eight weeks from the date of receipt of certified copy of this order.”*

8. A perusal of the aforesaid extracted paragraphs clearly reveals that this Court has already issued directions to the respondents to include the name of HAFED on the Job Security Portal so as to enable the similarly situated employees to avail the benefits of the Act of 2024.

9. The State, as a model employer, once having implemented the Act of 2024, cannot deviate from granting the benefit of the said Act to all eligible employees in a uniform and non-discriminatory manner. Any action on the part of the respondents in selectively extending the benefit or in compelling similarly situated employees to approach this Court repeatedly for identical relief, would be wholly arbitrary and violative of Articles 14 and 16 of the Constitution of India.

10. In this regard, reference can also be made to the law laid down by the Hon'ble Supreme Court in ***State of Uttar Pradesh v.***





***Arvind Kumar Srivastava, 2014(4) SCT 648*** wherein it has been categorically held that when a particular set of employees is granted relief by a Court, all other similarly situated employees are entitled to the same benefit and the State cannot adopt a pick-and-choose policy. It has further been emphasized that such benefits should ordinarily be extended to all eligible persons, even if they have not approached the Court, so as to avoid multiplicity of proceedings.

11. In view of the settled position of law as also the principle that the judgment operates *in rem*, the respondents cannot be permitted to deviate from the duly enacted legislation and deny the benefit of the Act of 2024 to the present petitioners on hyper-technical grounds, particularly when their case is indistinguishable from that of the petitioners in ***Dinesh Kumar's case (supra)***.

12. Consequently, the present writ petition is disposed of in terms of the judgment rendered by this Court in ***Dinesh Kumar's case (supra)***.

13. The respondents are directed to extend the benefit of the said judgment to the present petitioners, as well and ensure that the name of respondent No.4/HAFED is duly reflected/incorporated on the online Job Security Portal, so as to enable the petitioners to register themselves and avail the benefits under the Haryana Contractual Employees Security of Service Act, 2024. The needful be done within a period of four weeks from the date of receipt of a certified copy of this order.



14. Before parting with this order, it would be apposite to mention here that once a benefit has been granted by the Court in a matter having wider applicability, the same is required to be extended to all similarly situated persons and the judgment is to operate *in rem* in view of the law laid down by the Hon'ble Supreme Court in ***Arvind Kumar Srivastava's case (supra)***.

15. Accordingly, the respondents are further directed to treat this judgment and the judgment passed by this Court in ***Dinesh Kumar's case (supra)*** as operating *in rem* and extend the benefit(s) thereof to all the similarly situated employees in a uniform manner, without compelling them to approach the Court time and again for the identical relief.

16. Pending miscellaneous application, if any, also stands disposed of.

(HARPREET SINGH BRAR)  
JUDGE

19.03.2026  
*yakub*

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