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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-11148-2026 (O&M)
Date of decision: 21.04.2026

Panna Lal

... Petitioner

Vs.

State of Haryana and others

... Respondents

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. Ajay Gupta, Advocate
for the petitioner.

Mr. Piyush Khanna, Addl. AG, Haryana.

Mr. Vikrant Pamboo, Advocate
for respondent No.3.

HARPREET SINGH BRAR, J. (ORAL)

1. Present civil writ petition has been filed under Articles 226/227 of the Constitution of India for issuance of a writ in the nature of *certiorari* seeking quashing of the order dated 23.06.2025 (Annexure P-8) passed by respondent No.2, vide which claim of the petitioner for re-joining as Steno Typist has been rejected and further to issue a writ in the nature of *mandamus* directing respondent No.2 to accept the recommendation dated 18.12.2024

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(Annexure P-6) made by respondent No.3 and allow him to rejoin his duties on the vacant post of Steno Typist (Hindi/English) with immediate effect.

2. Learned counsel for the petitioner, *inter alia*, contends that the petitioner was appointed as Steno Typist in the office of respondent No.3 on 18.12.2020 through an outsourcing agency. On 07.07.2022, his services were ported to Haryana Kaushal Rozgar Nigam Limited (for short 'HKRNL'). Further, respondent No.3 issued an appreciation letter on 13.12.2023 (Annexure P-3) to the petitioner certifying that his conduct and character is excellent, being a hardworking and sincere employee. It is further contended that on 09.05.2024, the petitioner sent an email regarding non-payment of PF, ESI, wrong salary deductions by the contractor and lack of salary protection on the HKRNL's portal. The petitioner after being constrained by financial exploitation and harassment, he tendered his resignation on 16.05.2024 (Annexure P-4), which was accepted. On 19.06.2024, the petitioner submitted a representation highlighting that his resignation was due to harassment and injustice. Thereafter, the petitioner submitted another representation dated 11.11.2024 (Annexure P-5) to respondent No.3 requesting to rejoin him on the vacant post of Steno Typist, which was forwarded to respondent No.2 vide letter dated 18.12.2024 (Annexure P-6) with the recommendation to allow him to rejoin the duties on the vacant post of Steno Typist.

3. Further, the petitioner approached this Court by way of filing CWP-10831-2025, which was disposed of vide order dated 30.04.2025



(Annexure P-7) with a direction to the respondents therein to consider his claim made in the representation (Annexure P-5) within a period of four weeks from the date of passing of the said order. When the directions issued by this Court vide order dated 30.04.2025 (Annexure P-7) were not complied with, the petitioner filed COCP-3269-2025 for willful non-compliance of the same. Thereafter, in purported compliance of the order dated 30.04.2025 (Annexure P-7), respondent No.2 passed the impugned speaking order dated 23.06.2025 (Annexure P-8), whereby claim of the petitioner was rejected on hyper-technical grounds ignoring the recommendation made by respondent No.3. The aforesaid contempt petition was dismissed as withdrawn, while granting liberty to the petitioner to challenge the impugned order (Annexure P-8), as discernible from the order dated 12.09.2025 (Annexure P-9).

4. Learned counsel for the petitioner further contends that the impugned speaking order (Annexure P-8) was passed by respondent No.2 in an arbitrary, unjust and hyper-technical manner, by ignoring the specific recommendation made by respondent No.3-employer. Since the post of Steno Typist is still lying vacant, the petitioner should be allowed to rejoin on the said post.

5. *Per contra*, learned counsel for respondent No.3 submits that the petitioner has voluntarily tendered his resignation and the same was accepted. The petitioner was a temporary employee engaged through outsourcing agency and there is no provision for lien or withdrawing the resignation after



its acceptance. Further, in case the petitioner intends to seek employment through HKRNL, he can get his profile updated on its portal and in such eventuality, he can be offered contractual deployment as per merit mentioned in terms of Clause 8.8 of the amended Deployment of Contractual Persons Policy, 2022 (for short 'amended Policy of 2022')

6. Having heard learned counsel for the parties and after perusing the record of the case with their able assistance, it transpires that the petitioner was appointed on 18.12.2020 in the office of respondent No.3 through an outsourcing agency and thereafter, he was ported to HKRNL and worked till 18.05.2024. The resignation tendered by the petitioner on 16.05.2024 (Annexure P-4) was accepted and after nearly one month, he submitted a representation dated 19.06.2024 highlighting that his resignation was due to harassment and injustice. Further, about 06 months after tendering the resignation, the petitioner submitted another representation on 11.11.2024 (Annexure P-5) to respondent No.3 requesting to allow him to rejoin on the vacant post. As such, once a temporary employee has resigned voluntarily, in the absence of any provision in the amended Policy of 2022, he/she cannot be allowed to rejoin. The Chief Executive Officer of respondent No.2-HKRNL, while passing the impugned speaking order dated 23.06.2025 (Annexure P-8), made the following observations: -

“It is relevant to mention here that HKRNL being a government approved agency cum service provider is unable to appoint/rejoin the petitioners on its own accord as HKRNL only



acts as a facilitator between various government organizations and individuals willing to work on a contractual basis. Contractual deployments are facilitated by HKRNL for individuals seeking contractual job opportunities have to complete their registration process on the HKRNL portal. In case any requisition or indent is received either by a government body or a private entity (hereinafter referred to as the “Indenting Organization”), if such a person is found to be eligible and meritorious for the requisition or indent, after shortlisting the candidate, a deployment offer letter is issued, accordingly.

It is further advised to the petitioners that if he is already registered, get their profile updated on the portal of Haryana Kaushal Rozgar Nigam Limited. In such an eventuality, he may be offered contractual deployment opportunities as per merit mentioned in clause 8.8 of the amended Deployment of Contractual Persons Policy, 2022 dated 26.10.2023 & 13.05.2025 & as and when an indent is received from the concerned departments/organizations and if he meets the eligibility criteria as laid down by such departments/organizations.”

7. In view of the peculiar facts and circumstances of the case, this Court finds no ground to exercise the extraordinary powers under Article 226 of the Constitution of India. Accordingly, the present petition is dismissed.

8. However, liberty is granted to the petitioner to upload/update his profile on the portal of HKRNL and in case he meets the eligibility criteria and in terms of requisition of any Indenting Organization, respondent No.2 may consider deploying him on a contractual post in terms of Clause 8.8 of

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the amended Policy of 2022.

9. The pending miscellaneous application(s), if any, shall stand disposed of.

21.04.2026
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[HARPREET SINGH BRAR]
JUDGE

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