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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-13658-2024 (O&M)
Date of decision: 13.03.2026

Pooja Taneja

... Petitioner

Vs.

The Tribune Trust and others

... Respondents

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. Sanjeev Kodan, Advocate
for the petitioner.

Mr. B.S. Patwalia, Advocate
for the respondents.

HARPREET SINGH BRAR, J.

1. Present petition has been preferred under Articles 226/227 of the Constitution of India seeking issuance of a writ in the nature of *certiorari* for quashing of the order dated 28.05.2024 (Annexure P-15), whereby service of the petitioner was terminated with immediate effect and the enquiry report dated 18.04.2024/15.04.2024 (Annexure P-13).

FACTUAL BACKGROUND

2. Briefly, the facts are that the petitioner was appointed as Manager MIS on contract basis on 02.07.2007 (Annexure P-1) and she joined the

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services of the respondent-Trust on 23.07.2007. She was entrusted with handling advertisements and outstanding payments amongst a myriad of other responsibilities. On 01.07.2016, she was promoted to the post of Senior Manager MIS and Realization and thereafter to the post of AGM (R) w.e.f. 01.09.2019. Subsequently, on 30.05.2023, the petitioner was issued a Show Cause Notice alleging therein that she released incentive of Rs.25,25,838.92/-, due for the period from April, 2016 to September, 2016, to an advertising agency under the name and style of M/s Degraphics Advertising and Marketing, Chandigarh (for short 'Agency'), without securing the pre-requisite amount of Rs.8,92,935/- from it. Addressing the allegations, the petitioner submitted a reply dated 10.06.2023 (Annexure P-3). However, the same was found unsatisfactory by the respondent-Trust and as such, a charge sheet dated 30.06.2023 (Annexure P-4) was issued to her, wherein she was accused of granting undue financial benefit to the Agency, failure to propose initiation of legal action with respect to recovery and causing wrongful financial loss to the Trust.

3. In furtherance of the same, an enquiry was ordered and one Kumar Nishep, Advocate was appointed as Enquiry Officer while one Viney Balera, Head of Finance was appointed as Presenting Officer. On 10.07.2023, the petitioner appeared before the Enquiry Officer along with the Presenting Officer and was explained the charges against her as well as the procedure to be adopted. Subsequently, on 15.04.2024, an Enquiry Report was submitted to



the Management and ultimately, the petitioner was terminated from service with immediate effect vide letter dated 28.05.2024 (Annexure P-15) under Clause 8.1 of her Service Contract.

4. Learned counsel for the petitioner, *inter alia*, contends that the respondent-Trust falls within the ambit of Article 12 of the Constitution of India, as it discharges public functions and thus, the present writ petition is maintainable. Reliance in this regard is placed on a judgment of the Hon'ble Supreme Court in ***Assistant Commissioner of Income Tax (Exemptions) Vs. Ahmedabad Urban Development Authority, (2023) 4 SCC 561***. Further, the impugned action of the respondent-Trust is laden with *mala fide*, as the service of the petitioner was only terminated to avoid her promotion to the post of General Manager. Moreover, not a single charge has been proved against the petitioner and yet her services were terminated without appreciating the reply and the written statement filed by her. Also, in their cross-examination (Annexures P-6 to P-10), the witnesses for the Management admitted that the petitioner has performed her duties honestly and deliberately in the interest of the respondent-Trust.

5. *Per contra*, learned counsel for the respondents submits that the respondent-Trust is a private trust and as such, the present writ petition is not maintainable. The Hon'ble Supreme Court in ***Civil Appeal No.9380 of 2017*** titled as ***The Tribune Trust Vs. Commissioner Income Tax, Chandigarh and another***, decided on 19.10.2022 (Annexure R-1/2) had categorized the



respondent-Trust as a private trust, while dealing with an issue regarding exemptions being claimed by various trusts, that further required interpretation of ‘charitable purpose’ under the Income Tax Act, 1961, particularly in terms of Section 2(15) of the said Act. Furthermore, the decision in **CWP-856-2021** titled as ***The Tribune Employees Union, Chandigarh and another Vs. The Tribune Trust, Chandigarh and others***, decided on 16.02.2021 (Annexure P-19) cannot be relied upon with respect to maintainability, as the same was not rendered on merits, but solely because of the settlement arrived at between the parties. The respondent-Trust is not a public charitable trust but even if it is assumed for the sake of argument, writ jurisdiction can only be exercised against it under limited circumstances, only when it fails to perform a public function, which is otherwise entrusted to a statutory body. However, that is not the case in the present writ petition. The appointment letter of the petitioner would reveal that she is a contractual employee and her services have been terminated in terms of Clause 8.1 of her Service Contract, which reads as follows:

“8. TERMINATION

8.1 General Termination

The First Party may terminate this contract for cause, by providing one month notice in writing to the Second Party. Likewise, the Second party is required to give one month notice of resignation or one month pay in lieu of Notice.”

6. The service contracts entered into by the petitioner, including the last service contract dated 04.07.2024 are appended as Annexure R-1/4. As



such, the only remedy available to the petitioner against the impugned termination lies before the Civil Court.

7. 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 working with the respondent-Trust on contract basis. However, her services were terminated in pursuance of Clause 8.1 of her Service Contract owing to an adverse disciplinary action taken by the respondent-Trust in furtherance of charge sheet dated 30.06.2023. Be that as it may, before delving into the matter further, it is vital to establish maintainability of the present writ petition.

8. Tritely, writ jurisdiction of this Court can only be invoked, if the rules governing the service of the petitioner are statutory in nature. A Full Bench of this Court in ***Jasbir Singh Vs. Commissioner (Appeals), Jalandhar Division and others, 2011(4) RCR (Civil) 1***, has held that the rules created by a society for its employees for internal management cannot be said to have acquired a statutory status. Speaking through Justice Satish Kumar Mittal, the following was opined: -

*"37. There are three categories of Service Rules which can be framed to regulate the conditions of service of the employees of the Society. **In first category, a registered Society under the Societies Act can frame its own Service Rules to regulate the service conditions of its employees. The Rules may be binding between the Society and its employees. The second category of the Rules is those rules which are formulated under Section 85(2) (xxxviii), which empower the Government to frame Service Rules for any Co-operative Society or for class of societies with regard to qualifications for employees of a Society or class of***

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society and the conditions of service subject to which persons may be employed by Societies. Such Rules so framed have the force of Statute and are deemed to be incorporated as a part of the Statute, whereas this principle does not apply to the first category of Rules framed by the Society because those Rules merely govern the internal management, business or administration of a society. They are of the nature of the Articles of Association of a Company incorporated under the Companies Act. They may be binding between the persons affected by them, but they do not have the force of a statute. But the second category of Rules is the Statutory Rules and they have the force of the statute. Similarly, there is third category of Rules known as Common Cadre Rules. These rules could have been framed under Section 84-A of the Punjab Act which provide that an apex society may suo motu and when required to do so by the Registrar shall constitute a common cadre of all, or specified class of employee in the service of that society or in the service of the central societies which are members of the apex society or in the service of the primary societies which are members of the apex society. Sub-section (2) further provides that when a common cadre of employee is constituted under sub-section (1), the Registrar shall notwithstanding anything contained in any law for the time being in force or any agreement, settlement or award determine the pay scales and allowances admissible to such employees and Apex Society shall make rules for the regulation of recruitment and conditions of service of such employees with the prior approval of the Registrar. Therefore, the Common Cadre Rules framed under sub-section (2) by the Registrar are also having the statutory colour and stand on the same footing as that of the Statutory Rules."

(emphasis added)

9. Further, a two-Judge Bench of the Hon'ble Supreme Court in ***St. Mary's Education Society and another Vs. Rajendra Prasad Bhargava and others (2023) 4 SCC 498*** opined that while a writ petition under Article 226 of the Constitution of India is maintainable against an individual or a body



performing public functions, it is also pertinent that the specific act challenged by means of the writ petition has a direct nexus with discharge of the said public duty. It was further observed that unless the employment is governed by statutory rules, the relationship between a private unaided school and its employees cannot be deemed to have a public nature. Speaking through Justice J.B. Pardiwala, the following was opined: -

“68. *We may sum up our final conclusions as under:-*

*(a) **An application under Article 226 of the Constitution is maintainable against a person or a body discharging public duties or public functions.** The public duty cast may be either statutory or otherwise and where it is otherwise, the body or the person must be shown to owe that duty or obligation to the public involving the public law element. Similarly, for ascertaining the discharge of public function, it must be established that the body or the person was seeking to achieve the same for the collective benefit of the public or a section of it and the authority to do so must be accepted by the public.*

*(b) **Even if it be assumed that an educational institution is imparting public duty, the act complained of must have a direct nexus with the discharge of public duty.** It is indisputably a public law action which confers a right upon the aggrieved to invoke the extraordinary writ jurisdiction under Article 226 for a prerogative writ. Individual wrongs or breach of mutual contracts without having any public element as its integral part cannot be rectified through a writ petition under Article 226. Wherever Courts have intervened in their exercise of jurisdiction under Article 226, either the service conditions were regulated by the statutory provisions or the employer had the status of "State" within the expansive definition under Article 12 or it was found that the action complained of has public law element.*

*(c) It must be consequently held that **while a body may be discharging a public function or performing a public duty and thus its actions becoming amenable to judicial review by a Constitutional Court, its employees would not have the right to invoke the powers of the High Court conferred by Article 226 in respect***

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of matter relating to service where they are not governed or controlled by the statutory provisions. An educational institution may perform myriad functions touching various facets of public life and in the societal sphere. While such of those functions as would fall within the domain of a "public function" or "public duty" be undisputedly open to challenge and scrutiny under Article 226 of the Constitution, the actions or decisions taken solely within the confines of an ordinary contract of service, having no statutory force or backing, cannot be recognised as being amenable to challenge under Article 226 of the Constitution. In the absence of the service conditions being controlled or governed by statutory provisions, the matter would remain in the realm of an ordinary contract of service.

(d) Even if it be perceived that imparting education by private unaided the school is a public duty within the expanded expression of the term, an employee of a non-teaching staff engaged by the school for the purpose of its administration or internal management is only an agency created by it. It is immaterial whether "A" or "B" is employed by school to discharge that duty. In any case, the terms of employment of contract between a school and non-teaching staff cannot and should not be construed to be an inseparable part of the obligation to impart education. This is particularly in respect to the disciplinary proceedings that may be initiated against a particular employee. It is only where the removal of an employee of nonteaching staff is regulated by some statutory provisions, its violation by the employer in contravention of law may be interfered by the court. But such interference will be on the ground of breach of law and not on the basis of interference in discharge of public duty.

(e) From the pleadings in the original writ petition, it is apparent that no element of any public law is agitated or otherwise made out. **In other words, the action challenged has no public element and writ of mandamus cannot be issued as the action was essentially of a private character.**"

(emphasis added)

10. Subsequently, a two-Judge Bench of the Hon'ble Supreme Court in ***Army Welfare Education Society New Delhi Vs. Sunil Kumar Sharma and others, 2024 SCC Online 1683*** further illuminated that the relationship



between a private educational institution and its employees possesses a contractual nature, lacking a public law element. As such, issues pertaining to service of the employees would not be amenable to writ jurisdiction under Article 226 of the Constitution of India. Speaking through Justice J.B. Pardiwala, the following was held: -

“42. In view of the aforesaid, nothing more is required to be discussed in the present appeals. We are of the view that the High Court committed an egregious error in entertaining the writ petition filed by the respondents herein holding that the appellant society is a “State” within Article 12 of the Constitution. Undoubtedly, the school run by the Appellant Society imparts education. Imparting education involves public duty and therefore public law element could also be said to be involved. However, the relationship between the respondents herein and the appellant society is that of an employee and a private employer arising out of a private contract. If there is a breach of a covenant of a private contract, the same does not touch any public law element. The school cannot be said to be discharging any public duty in connection with the employment of the respondents.”

(emphasis added)

CONCLUSION

11. The respondent-Trust is an independent entity with its own set of rules meant for internal regulation of the service of its staff. Moreover, as discussed above, in absence of any statutory rules, the nature of relationship between the respondent-Trust and its employees is that of a private employer



and a private employee as it does not involve any public law element. Further still, the action of the respondent-Trust challenged by the petitioner is of the nature of a private contractual dispute regarding termination of her service. Nothing on the record indicates that the impugned action bears a public element to merit intervention by this Court.

12. In view of the discussion above, this Court is of the considered opinion that interference in the present case would not be justified. Accordingly, the present petition is dismissed.

13. However, the petitioner shall be at liberty to invoke alternate remedies, including approaching the Civil Court for alleviation of her grievances.

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

[HARPREET SINGH BRAR]
JUDGE

13.03.2026
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Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No