

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-2109-2018 (O&M)

Ranjeet Singh and others

... Petitioners

Vs.

State of Punjab and others

... Respondents

Reserved on: 06.05.2026

Pronounced on: 11.05.2026

Uploaded on: 11.05.2026

Whether only the operative part of the judgment is pronounced ? No

Whether full judgment is pronounced ? Yes

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

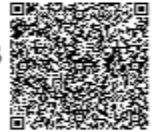
Present: Mr. P.P.S. Brar, Advocate
for the petitioners.

Mr. Vikas Sonak, AAG, Punjab.

Mr. Mayank Bajaj, Advocate
for respondents No.2 & 3.

HARPREET SINGH BRAR, J.

1. Present writ petition has been filed under Articles 226/227 of the Constitution of India for issuance of a writ in the nature of *prohibition* restraining the respondents from replacing the petitioners by other contractual

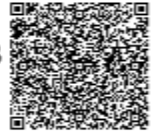


employees and to allow them to continue to work on their respective posts till function of the posts subsists or till regular selections are made and further to issue a writ in the nature of *mandamus* directing the respondents to pay the minimum of pay scale of the posts, on which they have been discharging their duties.

CONTENTIONS

2. Learned counsel for the petitioners submitted that the petitioners were appointed as Security Guards on temporary basis with the respondent-PUNGRAIN at Jaitu. The relevant pages of the attendance register with respect to petitioner No.1, who has been working there since 01.12.2012, are appended as Annexure P-1. Petitioners No.2 to 19 have also been working since the year 2012. It is further contended that no complaint of any sort has been filed against the petitioners and their services have been satisfactory. However, respondent No.3-Food Supply Officer, PUNGRAIN, Jaitu intends to replace the petitioners with another set of temporary employees.

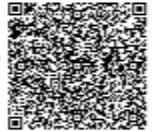
3. Learned counsel argued that the petitioners are fully qualified to work on the said post and have also acquired experience since their appointment in year 2012. Relying upon the judgment rendered by the Hon'ble Supreme Court in ***Hargurpratap Singh Vs. State of Punjab and others, 2007 (13) SCC 292***, learned counsel contended that the petitioners deserve to continue in service till regular appointments are made and cannot be replaced by another set of contractual employees. So long as the function of the post exists, the respondent-PUNGRAIN cannot terminate the petitioners.



4. *Per contra*, learned State counsel submitted that the petitioners are outsourced employees, engaged through M/s Datar Security Group (for short 'Agency'), w.e.f. 01.03.2018. The outsourcing agency was selected by respondent No.2-PUNGRAIN by way of an online tender. The agreement dated 22.02.2018 (Annexure R-1) entered between the respondent-PUNGRAIN and the Agency pertains to the latter providing Security Guards to keep watch over the stocks of PUNGRAIN, which keep fluctuating depending upon their movement by the FCI and for NFSA consumption. Since there is no permanency of requirement for such staff, no direct recruitments are made by respondent No.1-Department of Food, Civil Supplies and Consumer Affairs or respondent No.2-PUNGRAIN. The petitioners are employed by the Agency and not by any State Department or Instrumentality, thus, no employer-employee relationship exists between the petitioners and the respondents.

5. Learned counsel for respondents No.2 & 3-PUNGRAIN submitted that various outsourcing agencies have been engaged by the respondent-PUNGRAIN by following an open and transparent tendering process to provide Security Guards to safeguard food grains procured during Kharif and Rabi seasons. The following agencies were engaged since the year 2012, as discernible from Annexures R-2/A, R-2/B and R-2/D:

- (i) M/s Guardian Security and Placement Services, from August, 2015 to July, 2015.
- (ii) M/s Rakshak Security Pvt. Ltd., from August, 2015 to February, 2018.



(iii) M/s Datar Security Service Group, from March, 2018 to 15.04.2022.

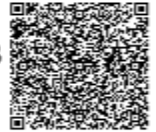
(iv) M/s A.P. Securities Pvt. Ltd., from 16.04.2022.

6. Learned counsel further submitted that the judgment in ***Hargurpartap Singh***'s case (*supra*) is not applicable to the present case, being outsourced employees. Further, the details of service of the petitioners are available at Annexure R-2/C, which highlights the time period, for which the petitioners were engaged as Security Guards through various outsourcing agencies. A perusal thereof would also indicate that some of the petitioners are not currently working, as on April, 2023. Learned counsel argued that nothing has been brought to the fore to indicate that the petitioners were being replaced at the instance of the respondents. Further, even if such apprehension was legitimate, the petitioners ought to have impleaded the Agency as well, which they have failed to do.

OBSERVATIONS AND ANALYSIS

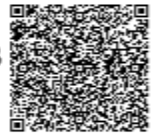
7. Having heard learned counsel for the parties and after perusing the record of the case with their able assistance, it transpires that the respondent-PUNGRAIN engages the services of Security Guards through outsourcing agencies by following a transparent online process. However, their services are only required during harvest season, to look after the grains. As such, no direct recruitments are conducted against sanctioned posts, as there is no perennial requirement for such services.

8. Further still, a conjoint reading of ***Dharangadhara Chemical Works Ltd. Vs. State of Saurashtra, 1956 INSC 71*** and ***Hussainbhai Vs.***



Alath Factory Tezhilali Union, 1978 INSC 118 indicates that in order to establish an employer-employee relationship, emphasis must be on the substance of the arrangement rather than its form. As such, the primary test to determine existence of an employer-employee relationship is - whether the principal employer exercises control and supervision, not only over the work assigned to the employee, but also the manner of its execution. Additionally, the Courts must also examine, if the livelihood and continued employment of the employee are substantially dependent upon the principal employer. As such, where the situation satisfies the aforementioned parameters, the Court is required to lift the veil of contractual arrangements to discern the real nature of the relationship and not be misled by the 'legal appearances and documents.' An arrangement structured through dubious intermediaries or layered contractual devices, cannot be allowed to defeat the reality of employment. Therefore, if, upon overall assessment, the principal entity is found to have continuous and effective engagement with the workman, the law disregards such intermediaries as mere conduits and recognizes the principal employer as the true employer.

9. However, the current factual matrix does not satisfy the aforementioned test. Further still, a perusal of the agreement dated 22.02.2018 (Annexure R-1) entered into between the Agency and the respondent-PUNGRAIN provides that the Security Guards shall be considered to be employees of the Agency for all intents and purposes, who shall also be liable for payment of their wages. Given the circumstances, this Court is of the



considered opinion that the petitioners cannot claim the benefit of the judgment rendered by the Hon'ble Apex Court in ***Hargurpartap Singh***'s case (*supra*). Accordingly, the present petition is dismissed.

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

11.05.2026
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[HARPREET SINGH BRAR]
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No