

2026.PHHC.040888



214.

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

CWP-29938-2017

Date of decision: 16.03.2026

Harjinder Singh

.... Petitioner

Versus

State of Punjab and others

.... Respondents

CORAM: HON'BLE MR. JUSTICE NAMIT KUMAR

Present: Ms. Sushmeet Kaur, Advocate, for
Mr. Rajiv Kataria, Advocate, for the petitioner.

Mr. Surya Kumar, AAG, Punjab.

NAMIT KUMAR, J. (ORAL)

1. The instant petition has been filed by the petitioner claiming the following reliefs:

(i) issue a writ of certiorari or any other appropriate writ or direction to the effect that order of dismissal passed by respondent No.5 dated 11.07.2008 (Annexure P-3) dismissing the service of the petitioner is illegal;

(ii) further a writ of mandamus be issued in favour of petitioner to absorb the petitioner in the service after setting aside of the impugned order.

2. In the written statement filed by respondents No.1 to 5, the following stand has been taken:-

“As per the said agreement dated 24.3.2008 (Annexure R-1), the said M/S The Providers Management Informatics are responsible for giving salary etc. to the said conductors. The said M/S The providers Management Informatics appointed the petitioner and have given the services to the answering respondents and the answering respondents never appointed the petitioner in service. Due to the wrong act of petitioner, the answering respondents have suffered an amount of Rs.59850/- per month and as such, as per the agreement, the petitioner was found negligent and as such as per agreement, the answering respondents vide letter No.9441/ECC, dated 11.7.2008, terminated the services of the said petitioner. Thus the conditions of service of the petitioner are governed by the contract dated 24.3.2008 (Annexure R-1) and he is not in the employment of the answering respondents.

2. That the petition is bad for non-joinder of necessary parties. In fact, an agreement dated 24.3.2008 was executed between Punjab State Bus Stand Management Company Limited (PUNBUS), through its Managing Director and M/S The Providers Management Informatics, SCO No.83, 2nd Floor, Sector 38-C, Chandigarh, for providing the services of conductors by the said M/S The Providers Management, to run the buses of PUNBUS on out sourcing basis, and the petitioner was given duty as per agreement executed between the parties and as such the said M/S The providers Management is a necessary party.

3. Since the writ petition against the service provider is not maintainable in view of the law laid down by a Division Bench of this Court in ***Nishan Singh and others Versus State of Punjab and others***,

2014 (11) RCR (Civil) 262, learned counsel appearing on behalf of the petitioner does not press the present petition and seeks liberty to pursue other legal remedies in accordance with law.

4. Disposed of with the aforesaid liberty.

(NAMIT KUMAR)
JUDGE

16.03.2026
sanjeev

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