

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP-24877-2024 (O&M)

Decided on 20.03.2026

Ravi Singh

... Petitioner

VS.

State of Haryana & Ors.

... Respondents

CORAM: HON'BLE MR.JUSTICE SANDEEP MOUDGIL

Present: Mr. Sushil Jain, Advocate for the petitioner

Mr. Rahul Dev Singh, Addl. AG Haryana

Sandeep Moudgil, J.

(1). The present writ petition has been filed under Articles 226/227 of the Constitution of India seeking issuance of a writ in the nature of certiorari for quashing the impugned termination letter/order dated 30.07.2024 (Annexure P13) issued by respondent No.2, whereby the services of the petitioner have been terminated allegedly without assigning any reasons and without issuance of any show cause notice or affording any reasonable opportunity of being heard.

(2). Learned counsel contends that the petitioner was working as a contractual employee as a Zonal Citizen Resources Information Manager (ZCRIM) since 11.03.2022 and as per the Annual Appraisal Performance Score (AAPS) form for the period from 01.04.2023 to 31.03.2024 (Annexure P-9), by Additional Deputy Commissioner-cum-District Citizen Resources Information Officer, Mahendergarh at Narnaul for the various attributes of his including ability to coordinate, problem resolution, responsiveness to tasks assigned, accomplishments knowledge, he was assigned 92 marks out of 100 and consequently vide order dated 03.05.2024 (Annexure P-8), his contract was

extended till 31.03.2025, however on a complaint dated 23.07.2024 (Annexure P-10) made on the same very day, it was referred to for disciplinary proceedings, whereafter in the next week without any notice to him his services were terminated, despite the fact that the said complaint was even withdrawn (Annexure P-12).

(3). Learned counsel for the respondents, on the other hand, on the basis of the averments made in the written statement filed by respondent NO.3, submits that the petitioner was engaged as ZCRIM only as a temporary arrangement under the Parivar Pehchan Patra (PPP) project, not through any regular recruitment or open competitive examination, but by selection from amongst computer operators working on PPP in the district, purely to carry out verification work till an appropriate regular recruitment process is put in place, and that such engagement is entirely governed by the service contract agreements, which categorically stipulate that the appointment shall not confer any vested right to continue beyond the contract period or to seek regular employment.

(4). He relied upon Clauses 8, 9 and 17 of the contract to submit that the engagement does not create any right to continue or to be regularized which may be terminated pre-maturely by the employer with one month's notice if performance is not meeting prescribed standards or in case of misconduct, with a further stipulation that the employer may dispense with notice by paying an amount equal to one month's remuneration in lieu of notice.

(5). It was noticed that a large volume of work was pending with the petitioner, respondent No.3 requested respondent No.2 that the petitioner be transferred from Mahendergarh block particularly in view of fact that during

“Samadhan Shivar” held in July 2024, several complaints were received regarding the petitioner’s work and responsiveness, and consequently, the Deputy Commissioner requested respondent No.1 to take appropriate disciplinary action.

(6). Having heard learned counsel for the parties and perused the pleadings and material on record, this Court is of the view that the relationship between the parties is purely contractual, anchored in the service contract agreement, which the petitioner voluntarily accepted at the time of engagement and once the petitioner bases his appointment on such a contract, he cannot, in writ jurisdiction, seek to rewrite the terms by insisting that his engagement be treated as one immune from pre-mature termination under the above clauses. At best, even if he disputes the correctness of the employer’s assessment of performance, that would give rise to a purely contractual dispute lacking statutory flavour, ordinarily not amenable to adjudication under Article 226, save in cases of demonstrated arbitrariness or mala fides offending Articles 14 and 16.

(7). Coming to the merits of the contention raised against the impugned order, the record pleaded by the respondents shows that prior to the impugned termination, there were repeated complaints and official communications regarding the petitioner’s pending work and poor responsiveness to the public, including memo dated 10.07.2024 (Annexure R-1) about substantial backlog and hardship to citizens, letter dated 22.07.2024 (Annexure R-2) from the Deputy Commissioner, Mahendergarh seeking disciplinary action on complaints received in Samadhan Shivar, and

memo dated 23.07.2024 (Annexure R-3) following the complaint of Sh. Vivek Yadav alleging improper conduct in dealing with citizens.

(8). On judicial review, this Court, in exercise of its jurisdiction under Article 226 of the Constitution of India, finds that a justified reason has been provided regarding contractual employees that the services rendered were not satisfactory as per the Service Agreement, as reflected in the order dated 30.07.2024 (Annexure P-13) which was taken in public interest leading to termination of petitioner’s fixed-term contractual engagement in terms of the termination clause and as such, the action of the respondents in passing the order dated 30.07.2024 and paying one month’s salary in lieu of notice cannot be termed as arbitrary or unjustified being founded on relevant considerations and in compliance with the contract.

(9). As far as wages for the actual period of service rendered by the petitioner is concerned, the petitioner is at liberty to submit a representation specifying the number of days worked up to the date of actual cessation of service, including any period he remained in service pursuant to an order of this Court. Such representation shall be considered and decided by the competent authority in accordance with law, within a period of *two weeks* from its submission, by passing a reasoned speaking order.

(10). With such observations, this writ petition is dismissed.

(11). Pending application(s), if any, stands disposed of.

20.03.2026
V.Vishal

(Sandeep Moudgil)
Judge

1. Whether speaking/reasoned?	:	Yes/No
2. Whether reportable?	:	Yes/No