



110

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

**CWP-22421-2025 (O&M)**

**Date of decision: 07.08.2025**

**Sukhdev Singh and others**

**... Petitioners**

**Vs.**

**State of Punjab and others**

**... Respondents**

**CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR**

Present: Mr. Rajat Dogra, Advocate  
for the petitioners.

Mr. Vikas Arora, DAG, Punjab.

Mr. Sanjeev Soni, Advocate and  
Mr. Tara Dutt, Advocate  
for respondent No.2.

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**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 setting aside the order dated 10.07.2025 (Annexure P-3), whereby the petitioners have been relieved/terminated from service without giving prior notice and without affording an opportunity of hearing.

2. Learned counsel for the petitioners, *inter alia*, contends that the



petitioners were appointed on different posts in different departments through Innovation Ltd. and they have been doing their duties at their respective places of posting with sincerity and dedication. There is no complaint against the petitioners and their work and conduct was satisfactory throughout their employment. Further, the petitioners are working under the Punjab Bus Metro Society on different posts, which deals with the project namely BRTS, Amritsar, meant for running of local buses in the city. However, later on, the contract of Innovation Ltd. was expired and it was allotted to respondent No.3, which has appointed the petitioners on different posts.

3. Learned counsel for the petitioners further contends that grievance of the petitioners is that they were employed by respondent No.3 and respondent No.2 is not competent to pass the impugned order (Annexure P-3). Further, services of the petitioners have been terminated vide impugned order dated 10.07.2025 (Annexure P-3) without following the principles of natural justice, as such, on this ground alone, the same is liable to be set aside.

4. On the other hand, learned counsel for respondent No.2 submits that the petitioners have not approached this Court with clean hands. They have suppressed the material information. The petitioners are still in service and they are working on their respective posts. In fact, on 14.07.2025, an office order was passed by respondent No.3 in terms of specific condition contained in Clause 11 of the Work Assignment Letter (Annexure P-1). The petitioners have been given one month's prior notice for relieving them from



their respective duties and they are allowed to continue to work on their respective posts till 15.08.2025. The copy of office order dated 14.07.2025 passed by respondent No.3 is taken on record as Mark 'A'. The petitioners have intentionally not disclosed the fact regarding passing of the office order dated 14.07.2025. Thus, the present petition deserves to be dismissed.

5. I have heard learned counsel for the parties at length and carefully perused the record of the case with their able assistance.

6. From perusal of the record, it transpires that the petitioners were appointed on contractual basis on 01.05.2019 by issuing Work Assignment Letter (Annexure P-1) and one of the conditions stipulated therein is that either party can terminate the contract during the existence of work assignment by giving one month's notice. Clause 11 of Work Assignment Letter (Annexure P-1) reads as under: -

***“11. Either party can terminate the contract during the existence of work assignment, by giving ONE month's notice. However, you will be terminated/dismissed from service immediately, if at any point of time during the contract, your services are found unsatisfactory by client due to misbehavior, misconduct, forming of union, fighting with colleagues/staff, arguing with client, and dereliction in duty, indiscipline, non punctual and not meeting the work requirement of client as and when asked for etc.”***



7. Indubitably, the petitioners were engaged by respondent No.3 vide Work Assignment Letter (Annexure P-1) on contractual basis, as such, they have no vested right either to claim regularization or to continue to serve on their respective posts. The employment of the petitioners is purely contractual in nature and as per Clause 11 of Work Assignment Letter (Annexure P-1), one month's notice has already been served upon them, thus, their existing contract is going to end on 15.08.2025.

8. No other argument has been raised.

9. In view of the facts and circumstances of the case and also the specific Clause 11 contained in Work Assignment Letter (Annexure P-1), this Court finds no perversity or illegality in the impugned order dated 10.07.2025 (Annexure P-3) passed by respondent No.2. Accordingly, the present petition is dismissed being devoid of any merit.

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

**[ HARPREET SINGH BRAR ]**  
**JUDGE**

07.08.2025  
*vishnu*

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No