



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

CWP-16519-2018 (O&M)
Date of decision: 13.08.2025

Hukam Singh

...Petitioner

Versus

Punjab Ex. Serviceman Corporation and others

...Respondents

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. Jai Bhagwan, Advocate and
Mr. Sanjeev Kumar, Advocate
for the petitioner.

Mr. Chanderdeep Singh, Advocate
for respondent No.1.

Mr. Haneet Sharma, Advocate
for respondents No.2 to 6.

HARPREET SINGH BRAR, J. (ORAL)

CM-9686-CWP-2019

The present application has been filed under Section 151 CPC for placing on record the letter dated 03.11.2018 issued by the Olive Greens Manpower Solutions (Pvt. Ltd.) for appointment of the petitioner as Arm Guard in the Branch of the respondent-Bank as Annexure P-29.

In view of the averments made in the application, the same is allowed and letter dated 03.11.2018 issued by the Olive Greens Manpower Solutions (Pvt. Ltd.) for appointment of the petitioner as Arm Guard in the Branch of the respondent-Bank as Annexure P-29 is taken on record subject to all just exceptions.

CM-14180-CWP-2018

The present application has been filed under Section 151 CPC for placing on record the letter issued by respondent No.1 as Annexure P-28.



In view of the averments made in the application, the same is allowed and letter issued by respondent No.1 as Annexure P-28 is taken on record subject to all just exceptions.

CWP-16519-2018

1. The 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 *mandamus* for directing respondents No.2 to 4 for regularization of service of the petitioner.

2. Learned counsel for the petitioner submits that petitioner has been appointed as Gunman by respondent No.1 and he has been deployed by the Punjab and Sind Bank i.e. respondents No.2 to 5 since 30.11.2007. The petitioner has retired from Indian Army and he continued to serve the respondent-Bank diligently and with dedication. Further, on 14.06.2014, a certificate was issued by the Branch Manager, acknowledging the meritorious service of the petitioner. Further, during the course of employment of the petitioner, he foiled an attempted robbery at the bank on 08.08.2008 and saved ₹7 lakhs. The act of bravery was appreciated by all concerned and the incident was widely reported in the newspapers. The petitioner after serving the respondent-Bank superannuated on 31.03.2024. The petitioner has also sought information under the provision of Right to Information Act, 2005, seeking information with regard to the letter written on 08.08.2008 by the then Branch Manager, namely, Shri Gurman Singh, in which he has recommended the case of the petitioner for regularisation. The petitioner has made many representations in this regard. However, the petitioner has neither been provided the requisite information nor he was regularised. Learned counsel for the petitioner relies upon an Annexure P-1 dated 30.11.2007 and submits that the respondent-



Corporation has issued the deployment order of the petitioner as Guard by the respondent-Bank with effect from 01.12.2007. He further relies upon an Annexure P-2 dated 14.06.2014, the certificate issued by the then Manager of the Punjab and Sind Bank in which it has been clearly mentioned that the petitioner has been performing his duties as a Guard in Branch with effect from 01.12.2007 being deployed by Punjab Ex-Service Corporation, Sector 34-A, Chandigarh.

3. On the other hand, learned counsel for respondent No.1 and respondents No.2 to 6 took a preliminary objection that the service of the petitioner has not been engaged by the respondents directly. In the absence of any statutory rules or policy, the claim of the petitioner for regularisation cannot be considered. He further submits that the services of the petitioner was provided by outsourcing agency, namely, Olive Greens Manpower Solutions Pvt. Ltd. to respondent No.1-Corporation. Thereafter, in the year 2018, the petitioner was retained on contractual employment by Olive Greens Manpower Solutions Pvt. Ltd. who has provided the manpower to the respondent-Bank for deployment as Guard as discernible from Annexure P-29 dated 03.11.2018. As such, there has never been any relationship between the petitioner and the respondent-Bank as master and employee. Further, the services of the petitioner were never under the direct control of the respondent-Bank. The pay of the petitioner was paid by the outsourcing agencies. The respondent-Bank has never made any payment directly to the petitioner. He further placed reliance upon the Division Bench judgement of 'Nishan Singh and others Vs. State of Punjab and others' 2014 (1) SCT 33 as well as 'Sandeep Kumar Vs State of Haryana and others' CWP No.19831 of 2022 and submits



that the writ petition would not lie against an outsourcing agency and it is not an authority in terms of Article 12 of the Constitution of India.

4. Having heard learned counsel for the parties and after perusal of the records, learned counsel for the petitioner has not been able to show any violation of any statutory rule or denial of his claim in terms of any applicable policy. The petitioner has never received any salary from the respondent-Bank rather throughout his engagement as Guard, the salary has been paid by an outsourcing agency, as such, this Court finds no merit in the present writ petition and thus, the same stands dismissed, accordingly.

(HARPREET SINGH BRAR)
JUDGE

13.08.2025

Neha

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