

CWP-21562-2026

CNR NO: PHHC011152622026
2026:PHHC:099870



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

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Date of Decision: 21.07.2026

Vipin Yadav

....Petitioner

VERSUS

State of Haryana and others

...Respondents

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present : Mr. Vipin Lal Yadav, Advocate for the petitioner.

Mr. Rahul Dev Singh, Addl. AG Haryana.

Mr. Jagbir Singh with Mr. Jaskirat Kaur, Advocates for
respondent No.3.

HARPREET SINGH BRAR, J. (Oral)

1. The present petition has been filed under Articles 226/227 of the Constitution of India for issuance of a writ in the nature of *certiorari* for quashing the impugned termination order dated 18.06.2026 (Annexure P-9) passed by respondent No.2 and impugned communication letter dated 06.07.2026 (Annexure P-10) passed by respondent No.3. Further praying for issuance of a writ in the nature of *mandamus* directing respondents to reinstate the petitioner in service with all consequential benefits including continuity of service, full back wages and arrears of salary from April-2026



onwards. Further during the pendency of the present writ petition operation of impugned order as well as impugned letter (Annexures P-9 and P-10) be stayed and petitioner be permitted to continue in service and release his pending salary.

2. Learned counsel for the petitioner, *inter alia*, contends that the petitioner was initially engaged as a Lab Attendant through an outsourcing agency on 27.09.2021 (Annexure P-1) and was thereafter deployed through respondent No.2-Haryana Kaushal Rozgar Nigam Limited (HKRNL) w.e.f. 01.07.2022 (Annexure P-3) at respondent No.3-Institution. It is submitted that the petitioner has continuously served since then and has an unblemished service record. Learned counsel further contends that on 16.12.2025, while the petitioner was working in the office of the Dean, a student submitted an application relating to the updation of her result, which was merely forwarded by the petitioner to the office of the Controller of Examinations. It is submitted that the petitioner had neither passed any order on the said application nor was he competent or authorised to update the result. Learned counsel further submits that the petitioner had no authority, access or login credentials to update or alter the examination results. The petitioner, in order to clarify his limited role, submitted a representation dated 24.12.2025 (Annexure P-4).

2.1 It is further contended that an Inquiry Committee was constituted on 27.12.2025 and 29.12.2025, the statement of the petitioner

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was recorded (Annexure P-5). Thereafter, FIR No.0039 dated 27.01.2026 (Annexure P-6) was registered at Police Station Sadar, Bhiwani, under Sections 318(4) and 61(2) of the Bharatiya Nyaya Sanhita, 2023. Learned counsel submits that the investigation in the aforesaid FIR is still pending and there is, as yet, no conclusive finding by the investigating agency establishing the complicity of the petitioner in the alleged offences. It is further contended that the student concerned, namely Ms. Anjali, herself stated before the Enquiry Committee that, after applying for re-evaluation of her result, she had not submitted any application for updating of her result to anyone. Learned counsel submits that, in view of the said categorical statement of the student concerned, the very basis of the allegation that the petitioner had received and forwarded an application submitted by her for updating of her result is rendered doubtful.

2.2 Learned counsel further submits that a show-cause notice dated 27.05.2026 was issued to the petitioner (Annexure P-7), to which he submitted a detailed reply dated 30.05.2026 (Annexure P-8), explaining that his role was confined to forward the application and that he had neither the authority nor the access to alter or update the result of any student. It is contended that, notwithstanding the specific explanation furnished by the petitioner, respondent No.2 proceeded to pass the impugned termination order dated 18.06.2026 (Annexure P-9), purportedly on the ground of loss of trust in view of allegations of fraud, forgery and criminal conspiracy.

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2.3 Learned counsel submits that the impugned termination order is stigmatic in nature, inasmuch as it is founded upon allegations of fraud, forgery and criminal conspiracy. It is contended that the petitioner could not have been terminated on the basis of such stigmatic allegations without holding a regular inquiry and affording him an effective opportunity of hearing in accordance with the principles of natural justice. Learned counsel submits that the termination of the petitioner merely on account of his having forwarded an application, particularly when he had no authority or access to alter the examination results and no conclusive finding of his complicity has been recorded by the investigating agency, is arbitrary, excessive and disproportionate.

2.4 Learned counsel places reliance upon the judgment passed by the Hon'ble Supreme Court in *Civil Appeal No.9758 of 2024 titled as Swati Priyadarshini Vs. State of Madhya Pradesh and others*, decided on 22.08.2024, as also the judgment passed by the High Court of Jammu and Kashmir and Ladakh at Srinagar in *WP(C)-494 of 2023 Dr. Shazia Salam Vs. Union Territory of Jammu and Kashmir and others*, decided on 01.08.2025, to contend that where the termination is founded upon stigmatic allegations, the same cannot be sustained without holding an inquiry and affording an effective opportunity of hearing to the employee concerned.

2.5 Learned counsel further submits that, contrary to the allegations sought to be relied upon against the petitioner, the absentee statement for the



month of May, 2026 records the petitioner as present and his performance was assessed at 4 out of 5 (Annexure P-11). It is further submitted that the salary of the petitioner was not released from April, 2026 onwards, despite the petitioner having continued to discharge his duties, whereas the impugned termination order came to be passed only on 18.06.2026.

2.6 Learned counsel, after placing reliance upon the aforesaid judgments, submits that once the impugned termination order is founded upon stigmatic allegations of fraud, forgery and criminal conspiracy, the same could not have been passed without holding a regular inquiry and affording an effective opportunity of hearing to the petitioner. It is, accordingly, contended that the impugned termination order, having been passed without following the procedure prescribed in law and in violation of the principles of natural justice, is not sustainable.

3. *Per contra*, learned counsel appearing for respondent No.3-University submits that the petitioner was engaged as contractual manpower through respondent No.2-Haryana Kaushal Rozgar Nigam Limited and that, in terms of Clause 13 of the Deployment Offer Letter (Annexure P-3), in the event of unsatisfactory performance or misconduct on the part of the manpower deployed, the deployment could be terminated after affording an appropriate opportunity of hearing.

3.1 Learned counsel further submits that the allegations against the petitioner are serious and grave in nature, relating to alleged fraud, forgery

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and criminal conspiracy in connection with the unauthorized updation of re-evaluation marks of two students, in respect of which FIR No.0039 dated 27.01.2026 has already been registered at Police Station Sadar, Bhiwani. It is contended that the Vice-Chancellor of respondent No.3-University constituted an Enquiry Committee, which conducted proceedings, examined the relevant persons and recorded the statement of the petitioner. The report of the Committee was thereafter forwarded to respondent No.2-HKRNL for appropriate action.

3.2 Learned counsel further submits that, pursuant to the material placed before respondent No.2-HKRNL, a show-cause notice dated 27.05.2026 was issued to the petitioner, to which he submitted a detailed reply dated 30.05.2026. It is contended that the petitioner was thus afforded an opportunity to explain his position not only during the proceedings conducted by the Enquiry Committee constituted by respondent No.3-University, but also by respondent No.2-HKRNL before taking the decision regarding his engagement.

3.3 Learned counsel submits that, after considering the material on record and the explanation furnished by the petitioner, respondent No.2-HKRNL terminated the petitioner's services with immediate effect on the ground of loss of trust in view of the allegations of fraud, forgery and criminal conspiracy. The said decision was thereafter communicated to the petitioner by respondent No.3-University vide communication dated

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06.07.2026 (Annexure P-10). It is, accordingly, contended that respondent No.3-University did not pass the order of termination and merely communicated the decision taken by respondent No.2-HKRNL. Learned counsel further submits that the petitioner, being contractual manpower, is not entitled to the protection available under Article 311 of the Constitution of India, nor are his services governed by any statutory service rules framed under Article 309 of the Constitution of India.

3.4 Learned counsel submits that the principles of natural justice stood duly complied with, as the petitioner was afforded an opportunity to place his version before the Enquiry Committee and, thereafter, was again issued a show-cause notice by respondent No.2-HKRNL, to which he submitted a detailed reply. It is, therefore, contended that the impugned termination order was passed only after affording adequate opportunity to the petitioner and after following the procedure contemplated under the applicable terms and conditions of his engagement. On this basis, learned counsel submits that no interference is warranted in the exercise of the extraordinary writ jurisdiction of this Court.

4. I have heard learned counsel for the parties and gone through the case file with their able assistance.

5. It transpires from the record that the petitioner was initially engaged as a Lab Attendant through an outsourcing agency on 27.09.2021 and was thereafter deployed through respondent No.2-Haryana Kaushal

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Rozgar Nigam Limited (HKRNL) w.e.f. 01.07.2022 at respondent No.3-Institution. The petitioner continued to discharge his duties in such capacity until the passing of the impugned order dated 18.06.2026.

6. A perusal of Clause 13 of the Deployment Offer Letter (Annexure P-3) shows that, in the event of unsatisfactory performance or misconduct on the part of the manpower deployed, the deployment could be terminated after affording an appropriate opportunity of hearing.

7. In the present case, the record reveals that an Enquiry Committee was constituted by respondent No.3-University, before which the petitioner was afforded an opportunity to place his version and his statement was recorded. Thereafter, the matter was forwarded to respondent No.2-HKRNL, which issued a show-cause notice dated 27.05.2026 to the petitioner. The petitioner submitted a detailed reply dated 30.05.2026, whereafter respondent No.2-HKRNL proceeded to pass the impugned termination order dated 18.06.2026.

8. It is trite that merely because an employee is engaged on contractual basis, the employer is not absolved of the obligation to comply with the principles of natural justice where the termination is founded upon allegations of misconduct and carries a stigma. The Hon'ble Supreme Court in *U.P. State Road Transport Corporation and others Vs. Brijesh Kumar and another, 2024 INSC 638*, has reiterated that even in the case of a

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contractual employee, termination founded upon alleged misconduct cannot be sustained without adherence to the principles of natural justice.

9. However, the question before this Court is not whether a contractual employee is entitled to the protection of the principles of natural justice. The question is whether, in the facts of the present case, the petitioner was afforded a reasonable opportunity before the impugned termination order was passed.

10. Adverting to the facts of the present case, it is evident that the petitioner was afforded an opportunity on two occasions. Firstly, the petitioner was heard in the proceedings conducted by the Enquiry Committee constituted by respondent No.3-University and his statement was recorded. Thereafter, respondent No.2-HKRNL issued a specific show-cause notice dated 27.05.2026, to which the petitioner submitted a detailed reply dated 30.05.2026. It was only thereafter that the impugned order dated 18.06.2026 came to be passed.

11. Thus, the contention of the petitioner that the impugned termination order was passed without affording him an opportunity of hearing cannot be accepted. The record, as noticed hereinabove, demonstrates that the petitioner was afforded an opportunity to explain his position and that his explanation was duly considered before the decision to terminate his engagement was taken. The requirement of adherence to the

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principles of natural justice, in the facts and circumstances of the present case, therefore, stands duly satisfied.

12. However, the petitioner has also raised a grievance with regard to non-payment of salary for the period preceding the date of termination. The petitioner claims that his salary for the period from April, 2026 onwards was not released, whereas the impugned order of termination came to be passed only on 18.06.2026. The said grievance requires consideration by the competent authority.

13. In view of the above, the present petition is disposed of with a direction to respondent No.3-University to consider the petitioner's claim with regard to the pending salary for the period preceding the date of termination and to pass an appropriate, reasoned and speaking order, in accordance with law, within a period of two months from the date of receipt of a certified copy of this order. In case any amount is found admissible and payable to the petitioner, the same shall be released to him within the aforesaid period.

14. Pending miscellaneous application(s), if any, shall also stand disposed of.

(HARPREET SINGH BRAR)
JUDGE

21.07.2026
Puneet Chawla

Whether speaking/reasoned. : Yes/No
Whether Reportable. : Yes/No