

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

115

CWP-3326-2023

Date of decision:24.04.2023

Manisha and others

... Petitioners

Vs.

State of Haryana and others

... Respondents

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Rahul Singh, Advocate for the petitioners.

SUVIR SEHGAL J. (ORAL)

1. Instant petition has been filed seeking issuance of a writ in the nature of certiorari for quashing impugned letter dated 02.05.2022, Annexure P-1, whereby petitioners have been granted Rs.5,000/- per month as honorarium. A further prayer has been made for issuance of a mandamus to the respondents to pay salary to the petitioners as per the minimum wages applicable in the State of Haryana.
2. Counsel for the petitioners submits that the petitioners have been engaged as Ayushman Mitra under the Ayushman Bharat National Health Protection Mission and have been deployed at Karnal. He submits that despite specific guidelines dated 02.05.2022, Annexure P-1, petitioners are not being granted the minimum wages.
3. Per contra, Learned State counsel has opposed the petition and has submitted that the petitioners are contractual employees and they

cannot get the benefit of any Notification or instructions issued by the Government. Reliance has been placed by him upon judgment dated 23.11.2022 passed by this Court in CWP-25134-2022 titled as **Sooraj and others Versus State of Haryana and others**.

4. I have heard counsel for the parties and considered their respective submissions.
5. A Co-ordinate Bench of this Court in **Sooraj' case (supra)** was seized of a similar issue, where counter-parts of the petitioners had approached this Court claiming stepping up of monthly honorarium/remuneration, which has been declined with the following observations:-

“6. Perusal of the case file reveals that disputed questions of facts are involved herein, which cannot be gone into on the basis of affidavits under the extraordinary writ jurisdiction.

7. Concededly, the petitioners' services were hired on contract basis. The contractual employee has only limited rights confined within the four corners of the contract of employment. It is the prerogative of an employer to continue and/or discontinue with the contractual services in terms of the contract. I am of the view that on the short ground of being a matter of contract, this Court ought not to exercise its extraordinary writ jurisdiction.

8. This Court would refrain from interfering in the domain of the employer's discretion to engage employees on contract.

9. Dismissed with liberty to the petitioners to seek appropriate alternative remedy, as may be advised and available under the law.”

6. In view of the above, following the judgment in **Sooraj's case (supra)**, writ petition is dismissed with liberty to the petitioners to take recourse to the alternate remedy, if any, available to them under the law.

24.04.2023*sheetal***(SUVIR SEHGAL)
JUDGE**

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No