



IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

126

CWP-32165-2026 (O&M)
Date of Decision:- 29.09.2026

Anil Kumar and others ... Petitioners

Versus

State of Haryana and others ... Respondents

CWP-32166-2026 (O&M)

Mukesh Kumar and others ... Petitioners

Versus

State of Haryana and others ... Respondents

CORAM: HON'BLE MS. JUSTICE NIDHI GUPTA

Present:- Ms. Kiran Bala Jain, Advocate
Ms. Khushi Jain, Advocate and
Mr. Mohd. Arshad, Advocate
for the petitioners.

Mr. J. K. Khetarpal, Advocate
For the petitioners in CWP-32166-2026

Mr. Priyavrat Parashar, AAG, Haryana.

NIDHI GUPTA, J.

CWP-32165-2026 (O&M)

Present Civil Writ Petition under Articles 226/227 of the
Constitution of India has been filed by the petitioners for issuance of a writ in
the nature of certiorari quashing Communication dated 24.09.2026 (Annexure P-

**CWP-32165-2026 (O&M)****- 2 -**

6) and the consequential termination, with a writ of mandamus to give effect to the existing contractual tenure subject to its lawful terms, or alternatively to comply with Clause (f) of the renewed engagement dated 01.04.2026 (Annexure P-3).

CWP-32166-2026 (O&M)

Present Civil Writ Petition under Articles 226/227 of the Constitution of India has been filed by the petitioners for issuance of a writ, order or direction especially in the nature of Certiorari for quashing the impugned Notices dated 27.08.2026 (Annexures P-11, P-12, P-13) issued by respondent no.3 to the petitioners, whereby the subsisting contractual engagements of the petitioner no.1 as Chief Legal Aid Defense Counsel and petitioners no.2 and 3 as Deputy Chief Legal Defense Counsels have been prematurely curtailed/terminated with effect from 30.09.2026, before expiry of their approved/subsisting tenure, despite their tenure having been extended/approved upto 31.03.2027, being illegal, arbitrary, discriminatory, unreasonable and violative of Articles 14 and 16 of the Constitution of India as well as the terms and conditions of the petitioners subsisting contract; and further for quashing the subsequent communications/letters dated 24.09.2026 (Annexure P-20, P-21 & P-22) issued by respondent no.3, whereby communications/letters dated 21.09.2026, withdrawing the impugned notices dated 27.08.2026 (P-11 to P-13), have been withdrawn/ revoked and consequently the impugned notices dated 27.08.2026 (P-11 to P-13) have been revived; and further for issuance a Writ of Mandamus directing the respondents

**CWP-32165-2026 (O&M)****- 3 -**

to permit the petitioners to continue as Chief Legal Aid Defense Counsel/Deputy Chief Legal Aid Counsels, DLSA Rohtak, till the expiry of their existing contractual/approved tenure i.e. 31.03.2027, subject to the applicable terms and conditions of their engagement; and to permit the petitioners to continue to discharge their respective duties without interruption till 31.03.2027 in accordance with their subsisting contractual engagement.

2. With the consent of Id. counsel for the parties, both the aforesaid writ petitions are being disposed of by this common order as the facts and issues involved in both matters are identical. For the sake of convenience, facts are being drawn from ***Civil Writ Petition No. 32165 of 2026***, titled as such ***Anil Kumar and others vs. State of Haryana and others.***

3. Brief facts of the case in chronological order are as under:

16.03.2024: Vide letter of appointment dated 16.03.2024 (**Annexure P-1**), the petitioners were selected and appointed by the respective District Legal Services Authorities (hereinafter 'DLSA') under the Modified Legal Aid Defense Counsel Scheme, 2022 (**Annexure P-10**). Engagement of the petitioners was contractual in nature, and is governed by the terms and conditions as contained in the letter of appointment. As per the terms and conditions of engagement, one month's advance notice for termination of contractual engagement or payment in lieu thereof is required to be given.

25.03.2026: Vide order dated 25.03.2026 (**Annexure P-2**), contract of the petitioners was renewed/extended up to 31.03.2027.

**CWP-32165-2026 (O&M)****- 4 -**

04.08.2026: However, thereafter, vide order dated 04.08.2026 (**Annexure P-7**) issued by the National Legal Services Authority, it was directed that '*contracts of the Legal Aid Defense Counsel (hereinafter 'LADC') appointed in the States of Punjab, Haryana and the Union Territory of Chandigarh shall not be renewed from September 2026 onwards.*'

27.08.2026: Consequentially, notices dated 27.08.2026 (**Annexure P-4**) were issued to the petitioners for termination of their services w.e.f. 30.09.2026.

19.9.2026: However, subsequently, the aforesaid notice dated 27.08.2026 came to be withdrawn vide order dated 19.09.2026 (**Annexure P-5**).

24.09.2026: Grievance of the petitioners is that vide the impugned order dated 24.09.2026 (**Annexure P-6**), the aforesaid order dated 19.09.2026 has been withdrawn; thereby reviving the notice dated 27.8.2026. Therefore, services of the petitioners are liable to be terminated w.e.f. 30.09.2026.

28.09.2026: Hence, the present writ petition.

4. Learned counsel for the petitioners *inter alia* submits that as per Clause (c) of the letter of appointment (Annexure P-1), tenure of the petitioner has been fixed and it is categorically stipulated that period of contract is initially for one year, extendable further as per the need and subject to the Scheme as modified without notice. Further, Clause (f) permits either side to terminate the contract on 1 month's notice or retainerhip fee in lieu thereof. Admittedly, contract of each petitioner has a current engagement lasting up to March 2027.

However, in issuing the present impugned notice, the aforesaid terms and

**CWP-32165-2026 (O&M)****- 5 -**

conditions of the letter of appointment have not been followed by the respondents. It is contended that in view of withdrawal of the previous notice dated 27.08.2026 (Annexure P-4) by the order dated 19.09.2026 (Annexure P-5), fresh notices were required to be issued to the petitioners.

5. It is further submitted that vide order dated 25.3.2026 (Annexure P-2), contracts of the petitioners stood renewed up to 31.03.2027. As such, vide the letter dated 04.08.2026 (Annexure P-7) issued by NALSA, directing against renewal from September 2026, cannot, without a distinct legal act and compliance with the contract, be treated as retrospectively cancelling a renewal already granted on 25.03.2026. It is argued that non-renewal upon expiry and premature termination are different acts.

6. Ld. counsel for the petitioners further submits that an authority administering statutory legal aid must act fairly and coherently under Article 14. It renewed the engagement for a defined period, issued notice, withdrew it with an assurance of continued duties, and attempted to revive it five days later on the strength of a non-renewal direction. The impugned order offers no explanation of how this sequence satisfies clause (f) or resolves the express March 2027 tenure.

7. Ld. counsel for the petitioners further submits that the petitioners are existing appointees. Thus, only those persons whose contract is expiring in September 2026 have to be removed; whereas persons such as the petitioners whose contracts have been renewed up to 31.03.2027 are not liable to be removed, as the petitioners' existing contractual tenure is up to 31.03.2027.

**CWP-32165-2026 (O&M)****- 6 -**

8. It is accordingly prayed that the present writ petition be allowed and a writ of certiorari be issued for quashing communication dated 24.09.2026 (Annexure P-6) and the corresponding orders against the other petitioners, insofar as they retrospectively restore the withdrawn notices and bring the petitioners' engagements to an end without compliance with clause (f) of the renewed engagement dated 01.04.2026 (Annexure P-3); and to declare that the non-renewal direction dated 04.08.2026 (Annexure P-7), reiterated on 23.09.2026 (Annexure P-8), does not of its own force annul the petitioners' subsisting engagements authority to terminate them without complying with their existing terms; direct the respondents to honour such engagements through their agreed tenure unless lawfully terminated under those terms.

9. Ld. State counsel, appearing on advance notice, has opposed the submissions advanced on behalf of the petitioners and has pointed out that the services of the petitioners were purely contractual in nature. Moreover, as per the Modified Legal Aid Defense Counsel Scheme, 2022 (Annexure P-10), services of the petitioners are liable to be terminated at any time without prior notice; and accordingly prays for the dismissal of the present writ petitions.

10. No other argument is made on behalf of the learned counsel for the parties. I have heard the Id. counsel and perused the case file and record in detail. I find no merit in the submissions advanced on behalf of the petitioners.

11. The appointments of the petitioners are purely contractual in nature. Given the nature of appointment, petitioners have no vested right to demand continuation of Service. Especially in view of the fact that the letter of



CWP-32165-2026 (O&M)

- 7 -

appointment (Annexure P-1), as also letter of extension of contract (Annexure P-3), both contain a clause (f) stipulating that services of the petitioner can be terminated at any time subject to 1 month's notice or fee in lieu thereof.

12. Main thrust of the argument raised on behalf of the petitioners is that this above condition that prior to termination of contract, *"one month's notice or one month retainership fees in lieu of notice from either side"* was required to be given, has not been followed.

13. However, the said argument of the petitioners is incorrect as, admittedly, in compliance of Clause (f) of Annexure P-1, one month's advance notice for termination of contractual engagement was duly issued to the petitioners on dated 27.08.2026 (Annexure P-4), wherein it is recorded as follows: -

"Subject:One Month's advance Notice for Termination of Contractual Engagement in view of letter received from NALSA.

.....

In view of the terms and conditions of the Contract order Endst.No.4302-4400 (LO)/2026/MS/HALSA dated 25.03.2026, as per Clause-(f) one month's notice is required to be served, in case of termination of contract You are hereby informed about the aforesaid proceedings of NALSA as decided in the meeting held on 03.08.2026 Your Contract shall stand concluded on 30.09 2026.

Therefore, termination notice in compliance of Clause-(f) of terms and conditions of the Contract executed by this Office



CWP-32165-2026 (O&M)

- 8 -

with your goodself, is hereby served upon you for notice and information. Kindly acknowledge the receipt of the same within three days.”

14. It is the contention of the petitioners that as the aforesaid notice (P-4) stood subsequently withdrawn vide letter dated 19.09.2026 (Annexure P-5), fresh notices were required to be issued to the petitioners. However, even the said contention of the petitioners is misconceived as vide letter dated 19.09.2026 (Annexure P-5), the notice dated 27.8.2026 had only been ‘temporarily’ withdrawn. Relevant extract of the letter dated 19.9.2026 is as follows: –

“Subject: Regarding the temporary withdrawal of the one-month notice issued for the termination of Chief LADC, Deputy Chief, LADC, Assistants LADC, Ambala.

Sir,

I have been directed to invite your attention to the subject cited above and to state that the one-month notice earlier issued regarding the termination of services of Sh., dated 27.08.2026 are hereby withdrawn for the time being.

The said notice stands deferred/withdrawn temporarily and Sh. shall continue to discharge their duties as before until further orders or directions are received from the competent authority in this regard.”

(Emphasis added)

15. Thus, from a reading of the above it is crystal clear that notice dated 27.08.2026 (Annexure P-4) had only been temporarily withdrawn for the time being till further directions/orders were received from the competent



CWP-32165-2026 (O&M)

- 9 -

authority in this regard. Accordingly, upon receipt of impugned communication dated 24.9.2026, notice dated 27.8.2026 stood revived. Thus, one month's advance notice was duly served upon the petitioners in terms of the letter of appointment. Consequently, no fresh notice was required to be served upon the petitioners.

16. It is the second contention of the petitioners that the petitioners are existing appointees whose terms have been extended up to 31.03.2027, and therefore, term of appointment of the petitioners cannot be truncated mid-way vide the impugned order. However, even the said argument of the petitioners is liable to be rejected as the letter of appointment envisages termination of contract upon issuance of notice. As noted above, due notice already stands served upon the petitioners.

17. Furthermore, the petitioners themselves in para-No.19(b) of the present writ petition have admitted/averred as follows: -

"19.B. Because clause (f) is the applicable ordinary termination mechanism: one month's notice or one month's retainerhip fee in lieu. The petitioners fairly disclose that this clause permits termination before 31.03.2027; their grievance is against the manner of its exercise. The impugned action contains no fresh months' notice after the withdrawal of 19.09.2026 and does not exercise the alternative of payment in lieu."

(Emphasis added)



CWP-32165-2026 (O&M) - 10 -

18. As such, there is no merit to the contrary argument of the petitioner.
19. Therefore, both the writ petitions are accordingly, *dismissed*.
20. Pending application(s), if any, also stands disposed of.

29.09.2026
Neelam

(NIDHI GUPTA)
JUDGE

Whether speaking /reasoned	Yes / No
Whether Reportable	Yes / No