

**IN THE HIGH COURT OF HIMACHAL PRADESH,
SHIMLA**

**CWP No. 20772/2025
Decided on: 31.12.2025**

Mohd. Sazrin

...Petitioner

Versus

H.P. University

....Respondent.

.....
Coram

Ms. Justice Jyotsna Rewal Dua, Judge.

Whether approved for reporting?¹

For the petitioner:

**Mr. Sanjeev Bhushan, Sr.
Advocate with Mr. Sohail Khan,
Advocate.**

For the respondent:

**Mr. Devender K. Sharma,
Advocate.**

Jyotsna Rewal Dua , J

The petitioner is presently aged 50 years. He has instituted the present writ petition seeking a direction to the respondent-University to treat him as a regular Driver (Heavy Vehicle) from the date of his appointment on contractual basis i.e. 23.05.2006.

2. Heard learned counsel for the petitioner and perused the case file.

¹ Whether reporters of the local papers may be allowed to see the judgment? yes

3. The case.

3(i) The respondent-University issued a notice on 15.10.2005 (Annexure P-1) for recruitment to the post of Drivers. The said notice was based on a circular of even date inviting applications for the post of Drivers including one post of Heavy Vehicle Driver in the pay scale of Rs. 4020-6200/-. The relevant portion of the circular issued by the respondent-University reads as under: -

“Application on the plain paper are invited for the following posts of the driver as per the qualification and eligibility conditions given hereunder: -

Drivers (Heavy Vehicle) in the pay scale of Rs. 4020-120-4260-140-4400-5000-160-5800-200-6200.

No. of posts

*Two One (SC)
 One (UR)*

Age: 18 to 45 years

Essential requirement: a citizen of India.

Minimum educational qualifications:

On the basis of trade test and interview of persons possessing (i) valid driving license for a heavy vehicle (ii) at least 5 years' experience of driving heavy vehicle. (iii) At least middle pass. However, preference will be given to matriculate and (iv) minimum height 160 CM

Drivers (light vehicle) in the pay scale of Rs. 3330-110-3660-180-260-140-4400-150-5000-160-5800-200-6200.

No. of posts

*Three Two (UR)
 One (SC)*

Age: 18 to 45 years

Essential requirement: a citizen of India.”

3(ii) On 14.11.2005, the respondent-University addressed a communication to the Principal Secretary (Education), Government of Himachal Pradesh (Annexure P-2), seeking approval of the State Government for filling up the vacant posts of Drivers in H.P. University. As per the contents of the said office communication, in view of the notification dated 22.09.2005 issued by the Government of Himachal Pradesh, Department of Education, the sanctioned vacant posts of Drivers were to be charged against grant-in-aid recoverable from the State Government. Since the posts of Drivers in question were being charged against grant-in-aid, approval was solicited by the University from the State Government for filling up the said posts.

3(iii) The Government of Himachal Pradesh, Department of Education, vide office letter dated 20.01.2006 (Annexure P-3), conveyed its approval for filling up the vacant posts of Drivers (one Heavy Vehicle Driver, three Light Vehicle Drivers) and Lab Attendants (five in number), strictly on contractual basis on a “starting basic pay scale (fixed).” The said office letter further directed that the contractual appointment letter should categorically make it clear that no claim pertaining to regularization or other allied benefits would be entertained. The respondent-University was also directed to re-advertise the posts accordingly.

3(iv) Pursuant to the aforesaid approval granted by the State Government for filling up the vacant posts including one post of Driver (Heavy Vehicle), the respondent-University addressed a letter on 22.02.2006 to the Principal Secretary (Education), Government of Himachal Pradesh (Annexure P-4) stating that the selection process conducted by the University had already been completed in December, 2005 and, therefore, the posts could not be re-advertised. It was, however, clarified that appointment letters to the selected candidates would be issued strictly in accordance with the conditions conveyed by the State Government. The relevant portion of the office letter dated 22.02.2006 pertaining to the posts of Driver reads as under: -

“Subject: Approval of the Government to fill up vacant posts in H.P. University.

Sir,

I am to refer to letter No. EDN-A-Kha (5)-3/2004 dated 20.1 2006 from Addl. Secretary (Edu.) to Govt. of H.P. vide which the approval of the State Government to fill up the following vacant posts in the University has been conveyed.

- 1. Heavy Vehicle Driver: one only*
- 2. Light vehicle driver: three only*
- 3. Lab Attendant: Five Only*

It has further been conveyed that the above posts will be filled up Strictly on contractual basis at starting basic pay scale (fixed), Contractual appointment Letter should make it categorically clear that no claim pertaining to regularization or other allied terminal benefits would be entertained, as such, the posts may be, re-advertised.

In this connection, it is stated that the University vide letter number dated 14th November 2005 and No 9-22/84-HPU dated 14th November 2006 requested you to convey the approval of the Government to fill up the following vacant posts of heavy vehicle and light vehicle Drives and Laboratory Attendants in view of the Notification No. EDN Ga(10)-1/2004 dated 22.9.2005 from the Government of Himachal Pradesh Department of Education vide which it has been made mandatory to the University to seek approval of the Government to fill up any of the sanctioned vacant posts which are to be charged against grant in aid receivable from the government.

- 1. Heavy vehicle drivers: 2(1 SC & 1 UR)*
- 2. Light vehicle driver: 3(2 UR & 1 SC)*
- 3. Laboratory attendant: 8 (3 UR, 2 UR IRDP, 1 SC Ex-serviceman, 1 OBC and 1 ST)*

To our utmost surprise, the Government has conveyed the approval to fill up only one post of Heavy Vehicle driver instead of two and five posts Laboratory Attendants instead of eight posts. At present we have ten sanctioned posts of Heavy Vehicle Drivers out of which two posts are lying vacant. Our buses ply daily on road right from 7.30 AM to 9.00 PM and we cannot detain drivers on duty for more than 8 hours. All the buses are required to be on the road daily to provide Facilities to the students and employees and in case any driver is on leave, it becomes difficult to run the buses for which the students and employees strongly agitate. There is urgency to have ten Heavy Vehicle drivers to run the eight buses. Therefore, approval to fill up one more post of Heavy Vehicle Driver may kindly be granted.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX

It is also stated that the process for selection of university has already been completed during the month of December, 2005. Therefore, these posts cannot be re advertised because substitutes are required. However, the appointment letters to the persons selected will be issued strictly as per conditions conveyed by the Government.

An early action in the matter will be highly appreciated.”

3(v) Pursuant to above, the petitioner was appointed as Driver in the respondent-University on contract basis. Appointment letter was accordingly issued on 23.05.2006 (Annexure P-5). Relevant portion of the appointment letter is extracted hereinafter: -

"HIMACHAL PRADISH UNIVERSITY

Established branch

No 9-19/81-HPU(Estt.) Vol-111-4326 Dated 23.05.2006

To.

Shri Mohd, Sazrin

S/O Mohd, Sharif C/O

Pool Officer, HPU, Shimla-171005

*Subject: Appointment to the post of Driver (H/V) in the
H.P. University, Shimla-5 on contract basis.*

With reference to, your interview held on 31-12-2005 for the post of Heavy Vehicle driver on regular basis in response to this University advertisement No:9-19/81-HPU(Estt.) Vol-III dated 15-10-2005 and as it was decided to appoint drivers of Heavy vehicle on contract basis for a period of one year on fixed salary, the Vice Chancellor on the recommendations of the Selection Committee has been pleased to offer you the appointment to the post of Driver(H/V) on contract basis for a period of one year from the date of joining the post with a salary of Rs. 4020/P.m (initial basic pay of the scale of the post i.e. 4020/-) plus D.P. as frozen on the date of issue of this letter on the following terms and conditions:-

- 1. You will be assigned duties as per the university rules.*
- 2. Your employment can be terminated on either side by giving one month notice or one month's salary in lieu thereof.*
- 3. Your appointment shall be subject to medical fitness from a medical officer/board of HPU health centre.*
- 4. You shall have no claim for increment/regular scale and for regularisation of service on the basis of contractual appointment.*

5. *You will earn one day casual leave for every completed month and will not be entitled for enhanced leave half pay leave.*
6. *You will be governed by the rules and regulations in force from time to time as admissible to the University employees and as prescribed by the University for contractual staff.*
7. *You will not be entitled to subscribe to university provident fund/GPF.*
8. *You will not be entitled to reimbursement of medical claim*
8. *You will not be entitled to reimbursement of medical claim*
9. *You will not be entitled for the grant of any loans and advances from the University*
10. *You will not be entitled for any travelling allowance for doing the contractual appointment.*
11. *Your headquarter is liable to be changed anywhere in Himachal Pradesh.*
12. *Your appointment is subject to the verification of character and antecedents.*

In case the above terms and conditions of appointment are acceptable to you, you should report for duty to the undersigned immediately or within a period of 15 days from the date of issuance of this letter, failing which the order of contractual appointment will stand cancelled.

Sd/-

Registrar

Dated

23.05.2006”

The petitioner joined his duties as Driver (H/V) in the respondent-University on contract basis. His services were regularized on 07.09.2012, in accordance with applicable Regularization Policy.

4. The petitioner has now preferred the present writ petition seeking his appointment to be treated as regular from the date of his contractual appointment, i.e. 23.05.2006. Learned Senior Advocate appearing for the petitioner has urged that the respondent-University had issued the circular dated 15.10.2005 for filling up the posts of Drivers on regular basis, since the petitioner participated in the selection process pursuant to the said circular, his appointment has to be deemed to be on regular basis from the date of his contractual appointment.

4(i) The above contention raised for the petitioner does not carry any substance. The documents placed on record do suggest that the posts of Drivers advertised vide circular dated 15.10.2005 were sanctioned vacant posts, however, these posts were being charged against grant-in-aid recoverable from the State Government. The circular does not specifically mention that the posts were to be filled up on regular basis. Be that as it may. The documents on record make it evident that the respondent-University could have filled up the posts in question only subject to approval of the State Government. The State Government approved filling up of the posts only on contractual basis. This decision of the State Government was accepted by the respondent-University. In furtherance thereof, the appointment letter was issued to the petitioner on 23.05.2006, appointing him on contractual basis for a period of one year from the

date of joining, with salary of Rs. 4,020/- per month, being the initial basic pay of the scale of the post plus D.P.

In case, petitioner was aggrieved by his appointment on contractual basis, it was incumbent upon him to have challenged the action of the respondent in offering him such appointment. Petitioner did not take recourse to such remedy. Instead, he accepted the contractual appointment under office order dated 23.05.2006 and continued to serve as such without raising any demur or protest. There is not even a single representation on record, much less any pleading, to show that the petitioner ever objected to his appointment on contractual basis instead of on regular basis, as claimed now in the present petition.

Further, petitioner's contractual appointment was followed by his regularization vide office order dated 07.09.2012, which was also accepted by him. The present writ petition has been filed on 18.12.2025, i.e. after almost 19 years from the date of petitioner's initial contractual appointment and about 13 years after accepting the order of regular appointment. Petitioner's claim not only suffers from unexplained delay & laches but is also blocked by his acquiescence.

4(ii) In ***Bichitrananda Behera Versus State of Orissa and others***², Hon'ble Supreme Court highlighted the significance of the doctrines of delay & laches and acquiescence in service-related disputes. Hon'ble Court observed that the claimant therein had delayed pursuing his claim for over 12 years despite being aware of the appointment of another person to the same post of Physical Education Trainer (PET). This prolonged inaction was held to amount to acquiescence, which effectively bars the claim because it implies consent through silence or failure to act. Hon'ble Apex Court explained that while laches refers to an unreasonable delay without active consent, both delay and laches serve the important purpose of preventing stale claims that disrupt settled rights and administrative decisions. In service matters, these doctrines were held to play crucial roles as they protect the stability and finality of administrative decisions. Relevant portion of the judgment reads as under:-

“ 21. Profitably, we may reproduce relevant passages from certain decisions of this Court:

“(A) *Union of India v Tarsem Singh*, (2008) 8 SCC 648:

“To summarise, normally, a belated service related claim will be rejected on the ground of delay and laches (where remedy is sought by filing a writ petition) or limitation (where remedy is sought by an application to the Administrative Tribunal). One of the exceptions to the said rule is cases relating to a continuing wrong. Where a servicereLATED claim is based on a continuing wrong, relief can be granted even if there is a long delay in seeking

²Civil Appeal No.6664 of 2023 (@ Special Leave Petition (Civil) No.16238 of 2017), decided on 11.10.2023

remedy, with reference to the date on which the continuing wrong commenced, if such continuing wrong creates a continuing source of injury. But there is an exception to the exception. If the grievance is in respect of any order or administrative decision which related to or affected several others also, and if the reopening of the issue would affect the settled rights of third parties, then the claim will not be entertained. For example, if the issue relates to payment or refixation of pay or pension, relief may be granted in spite of delay as it does not affect the rights of third parties. But if the claim involved issues relating to seniority or promotion, etc., affecting others, delay would render the claim stale and doctrine of laches/limitation will be applied. Insofar as the consequential relief of recovery of arrears for a past period is concerned, the principles relating to recurring/successive wrongs will apply. As a consequence, the High Courts will restrict the consequential relief relating to arrears normally to a period of three years prior to the date of filing of the writ petition.”

(emphasis supplied)

(B).....

21-23.

Acquiescence

24. We have already discussed the relationship between acquiescence on the one hand and delay and laches on the other.

25. Acquiescence would mean a tacit or passive acceptance. It is implied and reluctant consent to an act. In other words, such an action would qualify a passive assent. Thus, when acquiescence takes place, it presupposes knowledge against a particular act. From the knowledge comes passive acceptance, therefore instead of taking any action against any alleged refusal to perform the original contract, despite adequate knowledge of its terms, and instead being allowed to continue by consciously ignoring it and thereafter proceeding further, acquiescence does take place. As a consequence, it reintroduces a new implied agreement between the parties. Once such a situation arises, it is not open to the party that acquiesced itself to insist upon the compliance of the original terms. Hence, what is essential, is the conduct of the parties. We

only dealt with the distinction involving a mere acquiescence. When acquiescence is followed by delay, it may become laches. Here again, we are inclined to hold that the concept of acquiescence is to be seen on a case-to-case basis.”

(C) Chairman, State Bank of India v M J James, (2022) 2 SCC 301:

36. *What is a reasonable time is not to be put in a straitjacket formula or judicially codified in the form of days, etc. as it depends upon the facts and circumstances of each case. A right not exercised for a long time is non-existent. Doctrine of delay and laches as well as acquiescence are applied to non-suit the litigants who approach the court/appellate authorities belatedly without any justifiable explanation for bringing action after unreasonable delay. In the present case, challenge to the order of dismissal from service by way of appeal was after four years and five months, which is certainly highly belated and beyond justifiable time. Without satisfactory explanation justifying the delay, it is difficult to hold that the appeal was preferred within a reasonable time. Pertinently, the challenge was primarily on the ground that the respondent was not allowed to be represented by a representative of his choice. The respondent knew that even if he were to succeed on this ground, as has happened in the writ proceedings, fresh inquiry would not be prohibited as finality is not attached unless there is a legal or statutory bar, an aspect which has been also noticed in the impugned judgment. This is highlighted to show the prejudice caused to the appellants by the delayed challenge. We would, subsequently, examine the question of acquiescence and its judicial effect in the context of the present case.*

Xxx

38. In [Ram Chand v. Union of India](#) [[Ram Chand v. Union of India](#), (1994) 1 SCC 44] and *State of U.P. v. Manohar* [*State of U.P. v. Manohar*, (2005) 2 SCC 126] this Court observed that if the statutory authority has not performed its duty within a reasonable time, it cannot justify the same by taking the plea that the person who has been deprived of his rights has not approached the appropriate forum for relief. If a statutory authority

does not pass any orders and thereby fails to comply with the statutory mandate within reasonable time, they normally should not be permitted to take the defence of laches and delay. If at all, in such cases, the delay furnishes a cause of action, which in some cases as elucidated in [Union of India v. Tarsem Singh](#) [[Union of India v. Tarsem Singh](#), (2008) 8 SCC 648 : (2008) 2 SCC (L&S) 765] may be continuing cause of action.

The State being a virtuous litigant should meet the genuine claims and not deny them for want of action on their part. However, this general principle would not apply when, on consideration of the facts, the court concludes that the respondent had abandoned his rights, which may be either express or implied from his conduct. Abandonment implies intentional act to acknowledge, as has been held in para 6 of [Motilal Padampat Sugar Mills Co. Ltd. v. State of U.P.](#) [[Motilal Padampat Sugar Mills Co. Ltd. v. State of U.P.](#), (1979) 2 SCC 409 : 1979 SCC (Tax) 144] Applying this principle of acquiescence to the precept of delay and laches, this Court in [U.P. Jal Nigam v. Jaswant Singh](#) [[U.P. Jal Nigam v. Jaswant Singh](#), (2006) 11 SCC 464 : (2007) 1 SCC (L&S) 500] after referring to several judgments, has accepted the following elucidation in Halsbury's Laws of England : ([Jaswant Singh case](#) [[U.P. Jal Nigam v. Jaswant Singh](#), (2006) 11 SCC 464 : (2007) 1 SCC (L&S) 500], SCC pp. 470-71, paras 1213).

“12. The statement of law has also been summarised in Halsbury's Laws of England, Para 911, p. 395 as follows:

‘In determining whether there has been such delay as to amount to laches, the chief points to be considered are:

- (i) acquiescence on the claimant's part; and
- (ii) any change of position that has occurred on the defendant's part.

Acquiescence in this sense does not mean standing by while the violation of a right is in progress, but assent after the violation has been completed and the claimant has become aware of it. It is unjust to give the claimant a remedy where, by his conduct, he has done that which might fairly be regarded as equivalent to a waiver of it; or where by his conduct and neglect, though not waiving the

remedy, he has put the other party in a position in which it would not be reasonable to place him if the remedy were afterwards to be asserted. In such cases lapse of time and delay are most material. Upon these considerations rests the doctrine of laches.'

13. *In view of the statement of law as summarised above, the respondents are guilty since the respondents have acquiesced in accepting the retirement and did not challenge the same in time. If they would have been vigilant enough, they could have filed writ petitions as others did in the matter. Therefore, whenever it appears that the claimants lost time or whiled it away and did not rise to the occasion in time for filing the writ petitions, then in such cases, the court should be very slow in granting the relief to the incumbent. Secondly, it has also to be taken into consideration the question of acquiescence or waiver on the part of the incumbent whether other parties are going to be prejudiced if the relief is granted. In the present case, if the respondents would have challenged their retirement being violative of the provisions of the Act, perhaps the Nigam could have taken appropriate steps to raise funds so as to meet the liability but by not asserting their rights the respondents have allowed time to pass and after a lapse of couple of years, they have filed writ petitions claiming the benefit for two years. That will definitely require the Nigam to raise funds which is going to have serious financial repercussions on the financial management of the Nigam. Why should the court come to the rescue of such persons when they themselves are guilty of waiver and acquiescence?"*

39. *Before proceeding further, it is important to clarify distinction between "acquiescence" and "delay and laches". Doctrine of acquiescence is an equitable doctrine which applies when a party having a right stands by and sees another dealing in a manner inconsistent with that right, while the act is in progress and after violation is completed, which conduct reflects his assent or accord. He cannot afterwards complain. [See [Prabhakar v. Sericulture Deptt.](#), (2015) 15 SCC 1 : (2016) 2 SCC (L&S) 149. Also, see [Gobinda Ramanuj Das Mohanta v. Ram Charan Das](#), 1925 SCC OnLine Cal 30 : AIR 1925 Cal 1107] In literal sense, the term*

acquiescence means silent assent, tacit consent, concurrence, or acceptance, [See [Vidyavathi Kapoor Trust v. CIT](#), 1991 SCC OnLine Kar 331 : (1992) 194 ITR 584] which denotes conduct that is evidence of an intention of a party to abandon an equitable right and also to denote conduct from which another party will be justified in inferring such an intention. [See [Krishan Dev v. Ram Puri](#), 1964 SCC OnLine HP 5 : AIR 1964 HP 34] Acquiescence can be either direct with full knowledge and express approbation, or indirect where a person having the right to set aside the action stands by and sees another dealing in a manner inconsistent with that right and in spite of the infringement takes no action mirroring acceptance. [See “Introduction”, U.N. Mitra, Tagore Law Lectures — Law of Limitation and Prescription, Vol. I, 14th Edn., 2016.] However, acquiescence will not apply if lapse of time is of no importance or consequence.

40. *Laches unlike limitation is flexible. However, both limitation and laches destroy the remedy but not the right. Laches like acquiescence is based upon equitable considerations, but laches unlike acquiescence imports even simple passivity. On the other hand, acquiescence implies active assent and is based upon the rule of estoppel in pais. As a form of estoppel, it bars a party afterwards from complaining of the violation of the right. Even indirect acquiescence implies almost active consent, which is not to be inferred by mere silence or inaction which is involved in laches. Acquiescence in this manner is quite distinct from delay. Acquiescence virtually destroys the right of the person. [See [Vidyavathi Kapoor Trust v. CIT](#), 1991 SCC OnLine Kar 331 : (1992) 194 ITR 584] Given the aforesaid legal position, inactive acquiescence on the part of the respondent can be inferred till the filing of the appeal, and not for the period post filing of the appeal. Nevertheless, this acquiescence being in the nature of estoppel bars the respondent from claiming violation of the right of fair representation.”*

In ***Marinmoy Maity versus Chanda Koley & Ors.***³, the Hon'ble Apex Court held that an applicant who approaches the Court belatedly or in other words sleeps over his rights for a considerable period of time, wakes up from deep slumber ought not to be granted the extraordinary relief by the writ Courts. Delay or laches is one of the factors which should be born in mind by the High Court while exercising discretionary powers under Article 226 of the Constitution of India. In a given case, the High Court may refuse to invoke its extraordinary powers if laxity on the part of the applicant to assert his right has allowed the cause of action to drift away and attempts are made subsequently to rekindle the lapsed cause of action. Relevant portion from the decision is as under: -

"9. Having heard rival contentions raised and on perusal of the facts obtained in the present case, we are of the considered view that writ petitioner ought to have been non-suited or in other words writ petition ought to have been dismissed on the ground of delay and laches itself. An applicant who approaches the court belatedly or in other words sleeps over his rights for a considerable period of time, wakes up from his deep slumber ought not to be granted the extraordinary relief by the writ courts. This Court time and again has held that delay defeats equity. Delay or laches is one of the factors which should be born in mind by the High Court while exercising discretionary powers under Article 226 of the Constitution of India. In a given case, the High Court may refuse to invoke its extraordinary powers if laxity on the part of the applicant to assert his right has allowed the cause of action to drift away and attempts are made subsequently to rekindle the lapsed cause of action.

³ AIR 2024 SC 2717

10. *The discretion to be exercised would be with care and caution. If the delay which has occasioned in approaching the writ court is explained which would appeal to the conscience of the court, in such circumstances it cannot be gainsaid by the contesting party that for all times to come the delay is not to be condoned. There may be myriad circumstances which gives rise to the invoking of the extraordinary jurisdiction and it all depends on facts and circumstances of each case, same cannot be described in a straight jacket formula with mathematical precision. The ultimate discretion to be exercised by the writ court depends upon the facts that it has to travel or the terrain in which the facts have travelled.*

11. *For filing of a writ petition, there is no doubt that no fixed period of limitation is prescribed. However, when the extraordinary jurisdiction of the writ court is invoked, it has to be seen as to whether within a reasonable time same has been invoked and even submitting of memorials would not revive the dead cause of action or resurrect the cause of action which has had a natural death. In such circumstances on the ground of delay and laches alone, the appeal ought to be dismissed or the applicant ought to be non-suited. If it is found that the writ petitioner is guilty of delay and laches, the High Court ought to dismiss the petition on that sole ground itself, in as much as the writ courts are not to indulge in permitting such indolent litigant to take advantage of his own wrong. It is true that there cannot be any waiver of fundamental right but while exercising discretionary jurisdiction under Article 226, the High Court will have to necessarily take into consideration the delay and laches on the part of the applicant in approaching a writ court. This Court in the case of *Tridip Kumar Dingal and others v. State of W.B and others*. (2009) 1 SCC 768, has held to the following effect:-*

“56. We are unable to uphold the contention. It is no doubt true that there can be no waiver of fundamental right. But while exercising discretionary jurisdiction under Articles 32, 226, 227 or 136 of the Constitution, this Court takes into account certain factors and one of such considerations is delay and laches on the part of the applicant in approaching a writ court. It is well settled that power to issue a writ is discretionary. One of the grounds for

refusing reliefs under Article 32 or 226 of the Constitution is that the petitioner is guilty of delay and laches.

57. *If the petitioner wants to invoke jurisdiction of a writ court, he should come to the Court at the earliest reasonably possible opportunity. Inordinate delay in making the motion for a writ will indeed be a good ground for refusing to exercise such discretionary jurisdiction. The underlying object of this principle is not to encourage agitation of stale claims and exhumed matters which have already been disposed of or settled or where the rights of third parties have accrued in the meantime (vide State of M.P. v. Bhailal Bhai [AIR 1964 SC 1006 : (1964) 6 SCR 261], Moon Mills Ltd. v. Industrial Court [AIR 1967 SC 1450] and Bhoop Singh v. Union of India [(1992) 3 SCC 136 : (1992) 21 ATC 675 : (1992) 2 SCR 969]). This principle applies even in case of an infringement of fundamental right (vide Tilokchand Motichand v. H.B. Munshi [(1969) 1 SCC 110], Durga Prasad v. Chief Controller of Imports & Exports [(1969) 1 SCC 185] and Rabindranath Bose v. Union of India [(1970) 1 SCC 84]).*

58. *There is no upper limit and there is no lower limit also when a person can approach a court. The question is one of discretion and has to be decided on the basis of facts before the court depending on and varying from case to case. It will depend upon what the breach of fundamental right and the remedy claimed are and when and how the delay arose."*

5. The ratio of above decisions apply to the facts of the instant case. Petitioner's claim suffers from unexplained delay, laches and acquiescence. Hence, this writ petition fails and is dismissed. Pending miscellaneous application(s), if any, shall also stand disposed of.

Jyotsna Rewal Dua
Judge

31st December, 2025_(rohit)