

IN THE HIGH COURT OF HIMACHAL PRADESH, SHIMLA.

CWPOA No.10375 of 2008
Reserved on 24.06.2026
Decided on: 05.08.2026
Uploaded on: 05.08.2026

Anjana Kashyap ...Petitioner

Versus

State of H.P. and another ...Respondents

Coram

Hon'ble Mr.Justice Jiya Lal Bhardwaj, Judge.
Whether approved for reporting?¹

For the petitioner:	Mr. Onkar Jairath and Ms. Neha Thakur, Advocates.
For the respondents:	Mr. Amandeep Sharma, Additional Advocate General.

Jiya Lal Bhardwaj, Judge

By way of present writ petition, the petitioner has sought direction to the respondents to renew her contract for the year 2004 and thereafter regularize her services. Further direction has also been sought to release the pending salary for the year 2003.

2. The facts as emerged from the pleadings are that the petitioner was appointed as Lecturer (Philosophy) in Government College Dharamshala on contract basis in October, 1993 and worked till 31.03.1999 with occasional breaks. Whenever a regular

¹ *Whether the reporters of Local Papers may be allowed to see the judgment?*

appointee joined, the petitioner had to leave the job to give way to a regular appointee. The petitioner was again appointed as Lecturer on contract basis in Rajkiya Kanya Mahavidhalaya, Shimla-1 on 03.11.1999. The petitioner served in the said college till 31.12.2003 and her salary was paid out of Amalgamated Fund (in short 'AF'). It has further been averred that the contract of the petitioner for the year 2004 was not renewed and her salary for the period from August 2003 to 31.12.2003 was not paid. It has also been averred that whenever the college had a vacancy all over the State, only stop gap arrangements were made putting people like the petitioner to great disadvantage. It has further been averred that the long spell of work of the petitioner with the respondents proves that Lecturers are required in the subject and for some unknown reasons, the matter is being postponed. This action on the part of the respondents not only amounts to exploitation, but also harmful to the educational system. Article 21 of the Constitution of India envisages right to life, which includes the right to livelihood and life of dignity. The action on the part of the respondents to keep the petitioner on contract basis for such a long period and then not renewing her contract and also not paying salary to her is arbitrary, *malafide*, unconstitutional and against the principles of natural justice and thus she sought a direction to the respondents to renew

her contract and also regularize her services, besides release of salary.

3. The respondents have filed reply to the petition and averred that the Tribunal had no jurisdiction to entertain and try the Original Application, since the same was instituted before the Tribunal. It has further been averred that as per the judgment passed in Original Application No. 1370 of 2002, titled, ***Ashwani Kumar versus State of H.P. and others***, decided on 23.06.2003, it was held that there is no provision in the Rules for payment of honorarium to Lecturers, who are invited to deliver lecture on period basis, although the record shows that the petitioner has been paid honorarium from the amalgamated fund. It has further been averred that the petition is not maintainable in the present form inasmuch as the petitioner has no *locus standi* to file the petition. The petitioner was temporarily engaged as Lecturer (College Cadre) as a stop gap arrangement for a specific period w.e.f. 05.11.1999 to 31.12.1999, which fact is evident from the agreement executed between the petitioner and respondent No. 2. The services of the petitioner were no more required during the academic session. As per the order dated 01.04.2004 passed in CWP No.1619 of 2002, titled, ***Pawan Kumar and another versus State of H.P. and others***, the respondents were directed not to appoint or engage any person as

Lecturer (College Cadre) in Government Colleges on contract basis. So far as the allegations of non-payment of salary w.e.f. August, 2003 to December, 2003, is concerned, the back wages have been paid to the petitioner out of amalgamated fund (Students Fund), but this fund is insufficient to meet out the salary of the petitioner and, therefore, pending salary of the petitioner could not be claimed out of this fund. Keeping in view the shortage of Student Fund, the petitioner was offered salary/wages out of Parents Teachers Association Fund, but she refused to accept the same on the plea that her salary be paid on the same pattern, as was done during all the previous sessions i.e., out of Amalgamated Fund and her wages is lying with respondent No. 2. Respondent No. 2 had never refused to release her salary, but in fact the petitioner herself is reluctant to receive her back wages. It has further been averred that the petitioner cannot be re-engaged during the current academic session, as there was no written agreement between the parties, which bind respondent No 2 to renew her contract. The petitioner was working on period basis out of Amalgamated Fund and her services are no more required during this academic session, and, therefore, she cannot be re-engaged.

4. The petitioner filed rejoinder to the reply and controverted the facts. It was averred that as per the prospectus for

the year 2002-03, there are two posts vacant in the subject of Philosophy in R.K.M.V. College. It has further been averred that the petitioner is bound by the order passed by this Court in ***Pawan Kumar's*** case (supra).

5. I have heard the learned counsel for the parties and also perused the record carefully.

6. It has not been disputed by the petitioner that as per order dated 01.04.2004 passed in ***Pawan Kumar's*** case (supra), Division Bench of this Court had directed the respondents that without the leave of the Court, they shall not make, henceforth, any appointment on the post of Lecturer on contract basis or any other basis, except in accordance with the Recruitment and Promotion Rules or by involving the H.P. Public Service Commission in the selection process. Once this Court had passed the order on 01.04.2004 restraining the respondents to engage the Lecturers on contract basis and admittedly, the petitioner had served the college till 31.12.2003, and her contract was not renewed, the respondents could not have offered appointment to her, which would have been contrary and in breach of the directions passed by this Court.

7. Learned counsel for the petitioner had relied upon the judgments passed by the Court in CWP(OA) No.8130 of 2019, titled, ***Sanjeev Kumar and others vs. State of Himachal Pradesh***

and others, CWP No. 1314 of 2016, titled, **Ms. Nigma Devi vs. State of Himachal Pradesh and others**, CWP No. 5695 of 2024, titled, **Jatinder Singh and others vs. State of Himachal Pradesh and others**, and CWP(T) No. 5253 of 2008, titled, **Narain Singh vs. State of Himachal Pradesh and others**.

8. This Court in **Sanjeev Kumar's** case (supra) was weighed with the factor that since the petitioners in those cases had served for more than two decades and had gained sufficient experience in teaching, coupled with the fact that, with the passage of time, majority of teachers had acquired qualification, had quashed the order of withdrawal of regularization. However, in the present case, there is no regularization order, which was withdrawn. The petitioner is seeking a direction to renew her contract for the year 2004. Similarly, in **Nigma Devi's** case (supra), she was debarred to be appointed as Language Teacher, since she was not possessing the requisite qualification. In the present case, the contract of the petitioner was not renewed and, thus, the ratio laid down in the said judgment is not attracted. In the judgment rendered in **Jatinder Singh's** case (supra), the petitioners were not regularized from the date when they had completed 8 years service on contract as contract Lecturers from the date of their initial appointment. In the present case, since the petitioner is out of job for the last more than

22 years, this Court cannot accede to the request of the petitioner for renewal of her contract and the judgment is not attracted in her case. The judgment passed in ***Narain Singh's*** case (supra) is also not attracted in the present case for the reason that in that case, the view was taken that the services of the petitioner could be terminated only on the principle of 'last come first go', whereas it is not the case of the petitioner that the other persons who were appointed after her, were offered the appointment. In the appeal filed by the State against the judgment passed by the learned Single Judge in ***Narain Singh's*** case, the Division Bench had come to the conclusion that once the services of the junior persons, who were terminated, came to be re-engaged and further they were regularized from the initial date of appointments, a direction was given by the Court to regularize the services of the petitioners from the date their juniors were regularized with all consequential benefits. Hence, the ratio laid down in ***Narain Singh's*** case is not applicable.

9. As already observed above, it is not the case of the petitioner that the persons, who were appointed after her, were re-engaged by the respondent-State, and thus, the judgments cited by the learned counsel representing the petitioner are not attracted to the facts of the present case.

10. The petitioner, no doubt, had filed the Original Application before the learned Tribunal in the year 2004, but since no relief was granted to her, at this stage, if direction is given to the respondents to re-engage her services, it would cause material prejudice to the respondents inasmuch as at present, the petitioner has crossed 55 years of age. It has not come on record that after the contract was over on 31.12.2003, the petitioner has not been working.

11. In such circumstances, this Court is not inclined to grant any relief to the petitioner, more especially, when she was engaged on contract basis and the contract was valid only upto 31.12.2003, and the same was not renewed, as per the specific averment made by her in the petition.

12. The petitioner has also claimed in the petition that she has not been paid the salary for the period from August, 2003 to 31.12.2003. While filing reply to the petition, it has been averred by the respondents that respondent No.2 had never refused to release her salary, but in fact the petitioner herself was reluctant to receive her back wages. Once the respondents have admitted this fact, the petitioner is at least entitled to the salary for the period from August, 2003 to 31.12.2003.

13. Consequently, the present petition is partly allowed and the relief qua renewal of contract of the petitioner and thereafter to regularize her services is declined. However, the respondents are directed to release the salary of the petitioner for the period from August, 2003 to 31.12.2003 within a period of three months from today.

14. The writ petition is disposed of in the aforesaid terms. No order as to costs. Pending applications, if any, also stand disposed of.

5th August, 2026
(naveen)

(Jiya Lal Bhardwaj)
Judge