

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

Sr. No. 104

Case No. : C. W. P.No. 1404 of 2015

Date of Decision : March 12, 2015

Dr. Gurdev Singh Thakur Petitioner
Vs.
Punjabi University, Patiala
and another Respondents

CORAM : HON'BLE MR. JUSTICE DEEPAK SIBAL.

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To be referred to Reporters or not ?

Whether the judgment should be reported in the digest ?

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Present : Mr. P. S. Jammu, Advocate
 for the petitioner.

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DEEPAK SIBAL, J. :

Through the present petition, the petitioner seeks a direction to treat his appointment as Principal of respondent no. 2 – Institute, to be on regular basis.

The petitioner submits that as per the advertisement got published by respondent no. 2 – Institute, the post of Principal was to be filled up on regular basis, but after the selection process, in which the

petitioner took part and was successful, when appointment to the post was made, the petitioner was appointed on contract basis. The petitioner further prays that he be granted the pay scale applicable to the post of a regularly appointed Principal along with arrears and interest.

A perusal of the advertisement does show that though the applications were invited by respondent no. 2 – Institute to fill up the post of Principal on regular basis, but the offer of appointment dated 08.04.2013 made to the petitioner clearly stipulated that the petitioner was being offered appointment on contractual basis and on a consolidated salary. The offer was subject to the approval of Punjabi University, Patiala, which was granted by the University through letter appended as Annexure P-4 and as per this letter also, the approval was granted to the appointment of the petitioner on contract basis.

It is the admitted position before me that while accepting the above offer, the petitioner joined as Principal and after completing the full term of his appointment on contract basis, has even resigned from the post before filing of the present writ petition. Once the appointment letter was categorical that the appointment was being offered on contractual basis on consolidated salary and the petitioner, after accepting the same, having joined on the post without any protest, would now clearly be estopped from challenging the terms of his appointment, especially after having been completed the entire term of his appointment.

In view of the above, finding no merit in the present petition,
the same is ordered to be dismissed.

No costs.

(DEEPAK SIBAL)
JUDGE

March 12, 2015
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