

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

CWP-25942 of 2013 (O&M)
Date of decision : 19.05.2015

Daya Singh

...Petitioner

V/S

State of Haryana and anr.

...Respondents

CORAM: HON'BLE MR. JUSTICE JITENDRA CHAUHAN

Present: Mr. Anil Shukla, Advocate for the petitioner.

Mr. Sourabh Mohunta, DAG, Haryana

Mr. B. K. Bagri, Advocate for respondent No.2

JITENDRA CHAUHAN, J. (Oral)

This Civil Writ Petition has been filed, under Articles 226/227 of the Constitution of India, for issuance of directions to the respondent No.2 to pay the salary for the period 01.01.2010 to 30.06.2010 @ Rs.10,000/- per month and for quashing the order dated 05.09.2012 (Annexure P-4).

Petitioner retired as Superintendent on 30.06.2009. Prior to the retirement, on 28.05.2009 the respondent No.2 recommended the case of the petitioner for appointment on contractual basis for a period of one year which remained pending for approval by the respondent No.1. In pursuance of the approval received, the petitioner was appointed on contractual basis for six months only as reflected in

Annexure P-2.

Precise grievance of the petitioner is that he worked with respondent No.2 till 30.06.2010, therefore, he is entitled to the payment of contractual amount for the period, he rendered the service with the respondent No.2-Municipal Corporation.

On the other hand, learned counsel for the respondent No.2 submits that petitioner was allowed to work in view of Annexures R-2/3 and R2/4 wherein petitioner specifically gave an undertaking that in the eventuality of sanction not granted by the competent authority, he would not lay his claim for the contractual amount.

However, the learned counsel for the respondent admits the factum of the petitioner being in service of the establishment from 01.07.2009 to 30.06.2010. He further states that disciplinary action has been initiated against the officials who allowed the continuation of the contractual period of the petitioner without the permission of the competent authority.

I have heard the rival contentions of both the parties.

Admittedly, the case of the petitioner for contractual appointment was recommended by the respondent No.2. On the application made by the petitioner, the respondent No.2 allowed him to continue in the service of the respondent on contractual basis. Once the factum of being in service for the period under consideration with the respondent No.2 is not in dispute, the denial of remuneration for the

work done would amount to injustice to the petitioner. The undertaking tendered by the petitioner in the circumstances deserved to be ignored.

Keeping in view the fact that no proper sanction had been obtained by the officials who allowed the petitioner to work in the establishment beyond the sanctioned period, respondent No.2 is free to recover the same from the officials of the respondents for the lapse on their part.

In view of above, this petition is allowed with a direction to the respondents that the remuneration for the remaining period i.e. from 01.01.2010 to 30.06.2010 be released to the petitioner within three months from the receipt of a certified copy of this order with interest @8% on the delayed payment in terms of judgment *The Financial Commissioner & Principal Secretary to Govt. Haryana, Irrigation Department, Civil Secretariat, Chandigarh and others Vs. Hasan Singh Kanwar, SDO, LPA No.915 of 2009*, decided on 07.10.2009.

19.05.2015

ashok

(JITENDRA CHAUHAN)
JUDGE