

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CWP No. 14129 of 2016 (O&M)

Date of Decision: 01.08.2016.

Dr. Jitender Singh & others

--Petitioners

Versus

Indira Gandhi University & another

--Respondents

CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA.

Present:- Mr. Aditya Yadav, Advocate for the petitioners.

TEJINDER SINGH DHINDSA.J

The basic issue arising for consideration in the instant petition is with regard to a methodology being adopted by the respondent-Indira Gandhi University, Meerpur (Rewari), whereby one set of contractual employees are sought to be replaced by another similar arrangement.

Counsel would submit that the petitioners herein, who are three in number, had applied in response to an advertisement having been issued in the years 2013 and 2014 for the posts of Assistant Professors on the Guest Faculty and were selected and appointed as such in the subjects of Geography, Hindi and Computer Science. Further contended that each one of the petitioners possess the requisite qualifications prescribed by the University Grants Commission for the post in question.

Grievance is that an advertisement dated 13.7.2016(Annexure P-3) for walk-in-interview had been issued by the respondent-university to engage resource persons on lecture basis purely on temporary basis (stop gap arrangement) for different subjects and including the subjects for which the petitioners had been engaged and were working. Precise argument raised is that such course of action would be in clear violation of the

judgement of the Hon'ble Supreme Court in ***Hargurpratap Singh Vs. State of Punjab & others, 2007 (13) S.C.C, 292.***

In view of the order that I intend to pass, there would be no requirement to seek a written response from the respondent-university.

Writ petition is disposed of with the following observations and directions:-

The petitioners having been engaged on contractual basis, it would always be open for the respondent-university to dispense with their services whereby the method of filling up of posts by regular appointment is being resorted to. It is also open for the employer to dispense with the services of a contractual employee, if, the work and conduct is found to be not satisfactory. Still further, if, there be no requirement of work or reduction of work load, it would again be open for the university to disengage a contractual appointee.

It is directed that the present petitioners would not be displaced by another contractual arrangement. It would be open for the respondent-university to dispense with the services of the petitioners in the light of the eventualities that have already been culled out and noticed in this order.

It is further clarified that the benefit of this order would enure to the petitioners only, if, in pursuance to the advertisement dated 13.7.2016 (Annexure P-3) and the walk-in-interview having been conducted, the resource persons on lecture basis have not already been engaged. Such clarification is being given as counsel appearing for the petitioners upon instructions from Dr. Jitender Singh, petitioner no.1, who is present in Court, states that till date no resource person on lecture basis has been issued appointment letter in pursuance to the advertisement dated 13.7.2016 (Annexure P-3)

Petition disposed of.

(TEJINDER SINGH DHINDSA)
JUDGE

01.08.2016
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Whether speaking/reasoned: Yes

Whether Reportable: No