

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CWP No. 16301 of 2016 (O&M)

Date of Decision: 11.08.2016.

Uma Sharma

--Petitioner

Versus

State of Haryana and others

--Respondents

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

Present:- Mr. Sajjan Singh Malik, Advocate for the petitioner.

Mr. Hitesh Pandit, Addl. A.G., Haryana.

TEJINDER SINGH DHINDSA.J

Pleadings on record would indicate that the petitioner who possesses the qualification of Master of Computer Applications and M.A in Political Science, had been engaged as Extension Lecturer (Computer Science) as a temporary arrangement in the respondent-Nehru P.G. Govt. College, Jhajjar/respondent no.3 in the year 2013.

The issue arising for consideration in the instant petition is with regard to a methodology being adopted by the respondent college, whereby one set of contractual employees is sought to be replaced by another similar arrangement.

Counsel has adverted to advertisement dated 16.7.2016 at Annexure P-3, whereby respondent no.3 college has invited applications for engaging resource persons for need based Extension Lecturers as per U.G.C./Haryana Govt. regulations and guidelines in various subjects including that of Computer Science. The interview for the post of Extension Lecture in Computer Science was slated on 28.7.2016 at 10 A.M.

The present petition is founded on an apprehension that in pursuance to the advertisement at Annexure P-3 the petitioner would be replaced by another temporary/contractual appointee.

Notice of motion.

On the asking of the Court, Mr. Hitesh Pandit, learned Addl. A.G., Haryana accepts notice on behalf of respondents-State. A complete copy of the petition has been furnished to learned State counsel.

In view of the order that I intend to pass there would be no requirement for issuing notice and seeking written response from the State/College to the writ petition.

It is by now well settled that one contractual/adhoc employee cannot be replaced by another contractual/adhoc employee. However, a contractual engagement in favour of an employee would always be subject to right of the employer to resort to a method of regular appointment. It would also be open for the employer to dispense with the service of a contractual employee, if the work and conduct is found wanting. Furthermore, if there be no requirement of work, it would again be open for the employer to dis-engage the contractual appointee.

Counsel appearing for the petitioner has fairly pointed out that the petitioner does not possess the requisite qualifications as per U.G.C regulations/guidelines/State instructions for the post of Extension Lecturer (Computer Science).

Keeping in view the factual position noticed herein above, the present petition is disposed of with the directions that the present petitioner would not be displaced by another contractual employee on the post of Extension Lecturer (Computer Science) and who also does not possess the

requisite qualifications stipulated by the UGC Regulations/Guidelines/State Instructions.

It is clarified that it would be open for the respondent/College to engage any other applicant who is qualified for the post in question and it would also be open for the respondent/College not to engage the present petitioner in the light of the parameters/eventualities that have already been noticed in the present order herein above.

The prayer and claim as regards remuneration to be paid as per U.G.C norms is, however, kept open.

Disposed of.

(TEJINDER SINGH DHINDSA)
JUDGE

11.08.2016

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Whether speaking/reasoned: Yes

Whether Reportable: No