

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.2137 of 2016
Decided on : 14.03.2016

Anuradha

... Petitioner

Versus

State of Punjab & others

... Respondents

CORAM : HON'BLE MR.JUSTICE G.S. SANDHAWALIA

Present : Mr.Surinder Garg, Advocate, for the petitioner.

G.S. Sandhawalia , J. (Oral)

Petitioner seeks setting aside of the communication dated 28.08.2015 (Annexure P5) whereby her appointment as Punjabi Mistress in General Category, has been cancelled, on the ground that she did not give her joining report within 15 days.

It is not disputed that the letter of appointment was issued on 21.12.2011. The petitioner was appointed on contractual basis, with a fixed pay of Rs.5400/- per month. She was to join within 15 days with the concerned District Education Officer (Secondary Education) in the District she had been appointed (Muktsar in the present case). It is the case of the petitioner that on account of the enforcement of the Code of Conduct and on account of some litigation pending, she could not join. It is not disputed that for almost a period of 3 ½ years, the petitioner did not agitate for her rights. It is for the first time, the representation dated 08.05.2015 (Annexure P3) was filed that she should be allowed to join. On account of the representations made

thereafter also, the impugned order was communicated to the petitioner.

The reason for the petitioner to wake up and seek appointment on the basis of the appointment order issued in pursuance of the advertisement dated 23.09.2009, apparently, on the face of the record, is because the initial appointments were made on contract basis. Subsequently, the said employees were regularized on account of the decision taken by the Department of School Education and similarly situated persons were regularized on 19.05.2014 (Annexure P2). It is but obvious, that at that point of time, the petitioner realized the benefit of the employment which had been offered to her but was not accepted by her, within the prescribed time-frame, as it was contractual, at a fixed pay and accordingly, started representing. At this stage, the prayer of permission to join, cannot be permitted. The petitioner had slept over her rights and on her own, not opted to join. In such circumstances and keeping in view the settled principles of delay, while exercising the jurisdiction under Article 226 of the Constitution of India, this Court does not feel that there is any scope of interference in the present case.

In view of the observations made above, the present writ petition is dismissed in limine.

MARCH 14, 2016
sailesh

(G.S. SANDHAWALIA)
JUDGE