

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

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**CWP No.15481 of 2017 (O&M)
Date of Decision: July 18, 2017**

Arvinder Pal Singh

....Petitioner

vs.

State of Punjab and others

....Respondents

CORAM: HON'BLE MR. JUSTICE TEJINDER SINGH DHINDSA

Present: Mr. Sameer Sachdeva, Advocate
for the petitioner.

TEJINDER SINGH DHINDSA, J. (Oral)

The instant petition has been filed under Article 226/227 of the Constitution of India seeking a writ of mandamus directing the respondent-Government Bikram College of Commerce, Patiala, to engage the petitioner against the post of Assistant Professor (Computer Science) on contractual basis, in pursuance to the advertisement/Public Notice dated 06.07.2017 (Annexure P-3).

2. Counsel would submit that the earlier in point of time, petitioner was engaged as contractual lecturer in Computer Science for the academic Session 2011/2012. For such session, a total of nine lecturers in Computer Science had been engaged on contractual basis including the petitioner. However, for the subsequent academic sessions, on account of decrease of workload, the contractual arrangement in favour of the petitioner, had not been extended. Counsel adverts to the advertisement dated 06.07.2017 (Annexure P-3) wherein a walk-in-interview was fixed for 14.07.2017 for empanelment of English and Computer Teachers as also non-teaching staff (Data Entry Operators and

Technical Operators) on contractual basis for the Session 2017-18. It is stated that the petitioner had participated in the walk-in-interview that took place on 14.07.2017.

3. Counsel would argue that since the petitioner had earlier been engaged on contractual basis as Assistant Professor/Lecturer (Computer Science), he is now vested with a prior/preferential right of being appointed/engaged on contractual basis in pursuance to the advertisement dated 06.07.2017 (Annexure P-3). Counsel submits that after the conduct of the interview on 14.07.2017, some lower rung staff of the College, has informed the petitioner that he would not be selected. On such basis, an argument is raised that the action of the respondent-College in adopting a *modus operandi* of replacing one contractual employee by another similar arrangement, would be illegal and contrary to settled law. Counsel has further argued that the respondent-Institute is intent on playing a mischief inasmuch as the advertisement dated 06.07.2017 (Annexure P-3) does not even disclose the exact number of English and Computer Teachers apart from non-teaching staff, which would be empaneled. It is contended that the respondent-College on the face of it, is proceeding in a casual manner and the entire object is to adjust staff on contractual basis in a pick and choose manner.

4. Counsel for the petitioner has been heard at length and the case paper book has been perused.

5. In the considered view of this Court, no interference is called for at this stage.

6. The present petition is founded on a mere apprehension. In pursuance to the advertisement dated 06.07.2017 (Annexure P-3), no appointments as on date have been finalized. It may well be possible that the petitioner is a beneficiary of contractual assignment in pursuance to the interview dated 14.07.2017 that he has concededly attended. The instant petition

cannot be entertained merely on an apprehension and that too on the strength of some unsubstantiated information having been passed on to the petitioner at the hands of some lower rung staff of the College.

7. The argument raised by counsel as regards one contractual arrangement not to be replaced by another, is well founded. Be that as it may, there would be no occasion to apply such dictum as no appointments in pursuance to advertisement dated 06.07.2017 have fructified till date.

8. It is the pleaded case of the petitioner himself that in the academic session of 2011/12, apart from the present petitioner, there were eight other Assistant Professors/Lecturers engaged in the subject of Computer Science. Mr. Sameer Sachdeva, Advocate, during the course of arguments, has conceded that in the subsequent academic session 2012-13, there was a decrease in workload and only eight Assistant Professors/Lecturers in Computer Science, were permitted to continue and the contractual arrangement in favour of the petitioner was not extended as he was 9th in order of merit. Apparently, the issue of a prior/preferential right of engagement on contractual basis for the academic session 2017-18, would not be confined only qua the petitioner but would encompass even the other guest faculty members who were working as Lecturers in the subject of Computer Science prior in point of time.

9. The instant writ petition is premature and is accordingly dismissed.

(TEJINDER SINGH DHINDSA)
JUDGE

18.07.2017

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Whether speaking/reasoned : **Yes/No**
Whether reportable : **Yes/No**