

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CWP No.18219 of 2017(O&M)
Date of Decision: 17.08.2017

Navpreet Kaur

--Petitioner

Versus

Punjab University and others

--Respondents

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

Present:- Mr. K.S. Brar, Advocate for the petitioner.

TEJINDER SINGH DHINDSA.J

As per pleadings on record petitioner was engaged as Guest Faculty in the subject of Computer Science in a Punjab University constituent college at Dharamkot vide letter dated 27.9.2016 (Annexure P-2) for the session 2016-17. The instant writ petition has been filed raising a grievance that an advertisement dated Nil (Annexure P-3) has been issued by the Principals of the Punjab University constituent colleges including Karyal, Dharamkot (Moga) and whereby the post of Guest Faculty in the subject of Computer Science is again sought to be filled up on contractual basis for the session 2017-18.

The precise argument raised by counsel is that the work and conduct of the petitioner for the session 2016-17 has been without blemish and the respondent authorities are adopting a methodology, whereby one contractual employee is sought to be replaced by a similar arrangement and such proposed action is illegal, unjust, unfair as also unconstitutional. It is argued that the petitioner is vested with a right to continue till such time regular appointments are made. In support of such contention, reliance is placed upon a judgement of the Hon'ble Apex Court in *Hargurpartap*

Singh Vs. State of Punjab, 2007 (13) S.C.C, 292.

Counsel for the petitioner has been heard at length and the pleadings on record have been perused.

It is by now well settled that one contractual employee cannot be replaced by another contractual employee. However, the contractual engagement in favour of an employee would always be subject to the right of the employer to resort to a methodology of regular appointment. It would always be open for the employer to dispense with the services of a contractual employee, if, the work and conduct is found wanting or if there be no requirement of work it would again be open for the employer to disengage the contractual appointment.

Even for engaging an employee on contractual basis or thereafter at the stage of considering such employee for extension of the contractual assignment, the employer has a right to prescribe the essential qualifications.

In the advertisement dated Nil (Annexure P-3) and against which the petitioner is aggrieved, a walk-in-interview for engaging Guest Faculty in different subjects including the subject of Computer Science was slated for 2.8.2017 and it was specifically laid down that qualifications would be **“as per U.G.C/Punjab University.”**

On a pointed query having been put, counsel would concede that the petitioner does not fulfill the qualifications to be appointed as Guest Faculty in the subject of Computer Science as she is not NET qualified. This would be apparent even from the letter dated 27.9.2016 (Annexure P-2) and in terms of which the petitioner had been engaged as Guest Faculty (Computer Science) for the session 2016-17. In this very appointment letter

it was specifically recited that the Vice Chancellor has appointed the petitioner as also certain others “**as a very special case as non-NET qualified**” in Punjab University constituent colleges at Dharamkot and Ferozepur.

In view of such admitted factual premise, it is not a simple case of one contractual employee being replaced by another. Rather it is a case where the petitioner had been engaged on contractual basis as Guest Faculty (Computer Science) inspite of not possessing the essential qualifications for the post and it is only by way of concession and treating the same as a special case that she had been engaged by the Vice Chancellor. By virtue of advertisement dated Nil (Annexure P-3) the respondent institute now seeks to engage Guest Faculty on contractual basis in the subject of Computer Science but only amongst such candidates who possess qualifications as laid down by U.G.C. No exception can be taken to such course of action being adopted.

Petitioner concededly does not fulfill the essential qualifications as laid down by the U.G.C.

There is no merit in the present petition and the same is, accordingly, dismissed.

(TEJINDER SINGH DHINDSA)
JUDGE

17.08.2017

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Whether speaking/reasoned: Yes/No
Whether Reportable: Yes/No