

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

CWP No.26801 of 2016 (O&M)

Date of Decision: 04.12.2018

Harpreet Kaur and others

... Petitioners

Versus

Panjab University and another

... Respondents

CORAM:- HON'BLE MR. JUSTICE ARUN MONGA

Present:- Mr. Rohit Ahuja, Advocate,
for the petitioners.

Mr. Subhash Ahuja, Advocate,
for the respondents.

ARUN MONGA, J.(ORAL)

The petitioners herein are seeking issuance of a writ in the nature of certiorari to quash the impugned order dated 04.01.2016 (Annexure P-4) passed by the respondent-Panjab University whereby they have been relieved from their service as Clerks. Albeit, with a written assurance that, if need be, they would be re-engaged on priority basis.

2. In short, the case of the petitioners is that they were appointed as Clerks on contractual basis pursuant to an advertisement issued in January, 2015 by the respondent University. The petitioners had all the requisite qualifications viz graduation along with one year certified computer course for the eligibility of appointment to the post of Clerks. Pursuant thereto, they appeared for the written examination and successfully

cleared it.

3. The petitioners were issued appointment letters in May/July, 2015 for appointment as daily wage Clerk on contract basis initially, for a period of 89 days for working 06 days in a week. It is mentioned in their appointment letters that their appointment will be on fixed emoluments as per the current D.C. Rates @ 14496/- per month. The petitioners contend that in the similar circumstances, in the year 2014, respondents had appointed 150 daily wage Clerks on contract basis initially, for a period of 89 days. Subsequently, their term of appointment was extended from time to time with one day break. In the present case also, after completion of 89 days, the term of the appointment of the petitioners was extended during the month of August, 2016 to October, 2016. Later on, vide impugned order dated 04.01.2016 passed by the respondent University, they were relieved from their service with the understanding that they will be recalled in order of merit to seasonal work, whenever there is any emergent requirement for the said work.

4. In the month of April, 2016, the petitioners came to know that the respondent University has once again issued e-tender notice dated 12.04.2016 for recruitment of skilled/semi skilled/unskilled workers for various services for a period of one year i.e. 2016-2017 to be outsourced from a registered man power supplier. It is mentioned in the terms and conditions of the said e-tender notice that initially the contract appointment will be for a period of one year, however, the same can be extended subject to

satisfaction of work of the contractor. In the said e-tender notice, posts of Clerks have also been included in the category of skilled workers and tentative requirement of 60 Clerks is reflected therein.

5. Some of the similarly situated aggrieved ex Clerks as in the case of the petitioners submitted a representation dated 16.04.2016 (Annexure P-5) to the respondent University to consider taking them back on duty against the proposed requirement of the existing job of the Clerks. The said representation was, however, not adverted to by the University.

6. In the circumstances, some of the similarly situated Clerks like petitioners herein approached this Court by way of CWP No.8266 of 2016 impugning their relieving order dated 04.01.2016 (Annexure P-4) passed by the respondent University. The said very impugned order dated 04.01.2016 is also under challenge in the present proceedings. The earlier writ petition bearing **CWP No.8266 of 2016 titled as Manjeet Kaur and others Vs. Panjab University, Chandigarh and another** was disposed of in the following terms:-

“The petitioners have assailed the order dated 04.01.2006 (Annexure P-5), whereby they have been relieved from service.

It is the case of the petitioners that they were working as Clerks with the respondent-University and the respondents after relieving them, issued e-tender notice for employing another set of contractual employees.

A co-ordinate Bench of this Court vide order dated 26.05.2016 had held that no final decision with

regard to employment on the basis of impugned tender notice be taken till the next date of hearing. The interim order had been continuing by various orders and remains in operation even today.

Learned counsel appearing for the respondent-University states that the cases of the petitioners for appointment on contractual basis would be considered before employing other contractual employees in pursuance to the e-tender notice issued by the respondents. He further states that in case the petitioners are appointed, they would be treated as contractual employees of the University at par with those, who are being engaged on contractual basis in pursuance to the e-tender notice.

In view of the statement made by learned counsel for the respondent-University, this petition has been rendered infructuous and stands disposed of accordingly.”

7. Learned counsel for the petitioners, *inter alia*, contends that the present writ petition is totally covered by the judgment rendered in CWP No.8266 of 2016, *ibid*. He further states that the petitioners herein are similarly situated as in CWP No.8266 of 2016.

8. Learned counsel for the petitioners contends that petitioners were relieved from service by the same order dated 04.01.2016 which was impugned in the case of **Manjeet Kaur's case (supra)**.

9. Learned counsel for the respondent University does not controvert the said contentions of learned counsel for the petitioners. He, however, contends that even though the case of

the petitioners is covered by the order passed in Manjeet Kaur's case (supra) but the petitioners' case suffers from delay and laches. He further contends that the petitioners were relieved from service in January, 2016 and they filed the present writ petition on 18.12.2016.

10. I have gone through the contents of the representation and the record/Annexures appended herein and have also heard the learned counsels of both the sides. After hearing the rival contentions of both the parties, I am of the view that the objection raised by the learned counsel for the respondents does not stand the judicial scrutiny of this Court. It is a conceded position that in the earlier writ petition bearing CWP No.8266 of 2016, the same relieving order i.e. 04.01.2016 (Annexure P-4) was under challenge by the similarly situated petitioners i.e. contractually employed Clerks. The impugned order itself reflects that the petitioners in CWP No.8266 of 2016 as also the petitioners herein have all been relieved vide a common impugned order and the entire lot of previously employed Clerks was equally aggrieved and had also represented to the University vide representation dated 16.04.2016 (Annexure P-5) herein.

11. The petitioners have been diligently following up the grievance inasmuch as they came to know about the fresh e-tender on 12.04.2016 and followed it up with a representation dated 16.04.2016 and thereafter some of them approached this Court vide CWP No.8266 of 2016. The petitioners in the present petition were sanguine in their expectation that once an undertaking was

given by the learned counsel for the University that the cases of the present petitioners/Ex Clerks for appointment on contractual basis would be considered before employing other contractual employees in pursuance to fresh e-tender. There was no reason why the case of the present petitioners would not be considered by the respondent University who were admittedly relieved by the same common order dated 04.01.2016.

12. As already noted, in view of the above undertaking of the learned counsel for the respondent University, this Court disposed of the earlier writ petition on 18.11.2016. Petitioners herein, waited for a month in the hope that the benefit of undertaking would be conferred to them also without filing a fresh writ petition. They were, however, compelled to approach this Court by filing the present writ petition afresh as the benefit of the said undertaking has not been granted to them till date.

13. There is thus no force in the arguments of the learned counsel for the respondent University that there is a delay on the part of the petitioners in filing the present writ petitions.

14. In view thereof, the present writ petition is disposed of in terms of the order passed in CWP No.8266 of 2016 decided on 18.11.2016. The respondent University is directed to consider the case of the petitioners for appointment on contractual basis before employing other contractual employees in pursuance to the fresh e-tender notice issued by them as per the assurance given by the learned counsel for the University as recorded in order dated 18.11.2016 by this Court in CWP No.8266 of 2016. It is further

directed that in case the petitioners are appointed, they would be treated as contractual employees of the University at par with those, who are being engaged on contractual basis in pursuance to the e-tender notice.

15. The present writ petition is, accordingly, disposed of with no order as to costs.

04.12.2018

vandana

(ARUN MONGA)
JUDGE

Whether speaking/reasoned
Whether Reportable

Yes/No
Yes/No