

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

**CWP No. 5252 of 2014 (O&M)
Date of Decision: 23.01.2018**

Sewa Devi S.d. College, Tarn Taran

..... Petitioner

Versus

The Presiding Officer, Education Tribunal, Punjab and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE JASWANT SINGH

Present: Mr. R.K. Arora, Advocate
for the petitioner.

Dr. B.M. Singh, Advocate
for respondent No. 2.

Mr. K.S. Rekhi, Advocate
for respondent Nos. 3 & 4/GNDU, Amritsar.

JASWANT SINGH, J. (ORAL)

1. Present petition is filed under Article 226 of the Constitution of India seeking quashing of Order dated 12.12.2013 (**Annexure P-5**) passed by Education Tribunal Punjab, Mohali whereby order dated 12.06.2003 (**Annexure P-6**) passed by Guru Nanak Dev University, Amritsar and advertisement dated 17.09.2003 (**Annexure P-7**) has been quashed and respondent No. 2-Lecturer has been permitted to continue on the post of Punjabi Lecturer.

2. Brief facts emerging from pleadings and arguments of both the counsels are that on 18.07.2002 the petitioner-College advertised a post of lecturer in Punjabi and on 17.09.2002 interview was conducted and Sh. Tilak Raj was selected. An appointment letter was issued to him who joined on 25.09.2002, however, he could not submit relieving certificate from the

earlier college where Mr. Tilak Raj had been serving. Mr. Tilak Raj

continued to work in Guru Nanak Dev College, Karnal and got salary of September' 2002. On account of non-reporting by Mr. Tilak Raj, the petitioner permitted respondent-Lecturer to join and at the time of joining, she as per mutual agreement submitted letter dated 20.09.2002 undertaking to work for a salary of ₹ 4,000/- during the present academic session.

3. The petitioner-College vide letter dated 25.03.2003 informed the university that Tilak Raj joined on 25.09.2002 and after working for two days, he left the college without any leave and ultimately refused to work and respondent No. 2-Lecturer was allowed to join on 17.10.2002. It was also mentioned that Mr. Tilak Raj would be deemed to be absent since 27.02.2002 who sent his refusal letter on 19.10.2002. On the basis of college's letter dated 02.05.2003 the respondent-University passed an order dated 12.06.2003 holding that selection of Smt. Harneet Kaur-respondent No. 2 is not in accordance with rules, therefore, approval is not accorded and post may be filed after making advertisement in the news paper. On the basis of said letter dated 12.06.2003 of the University, the petitioner-college advertised post on 17.09.2003.

4. The respondent-Lecturer filed CWP No. 17833 of 2003 before this Hon'ble Court and during the pendency of said writ petition, Educational Tribunal Punjab was constituted and accordingly respondent-Lecturer was relegated to said Tribunal. Division Bench of this Court vide interim Order dated 13.11.2003 directed that the respondent-Lecturer will not be dislodged till further orders, consequently the respondent-Lecturer continued to work.

5. Learned Educational Tribunal vide order dated 12.12.2013

allowed petition of the respondent-Lecturer holding that college did not

place correct facts before the University which culminated into passing of impugned order. Ld. Tribunal quashed impugned order dated 12.06.2003 and advertisement dated 12.09.2003 and directed the college to allow the lecturer to continue on the post of Punjabi Lecturer as duly selected candidate by the Selection Committee. The university was directed to accord approval to the petitioner in view of stand taken by the college in its letter dated 09.08.2003.

6. Feeling aggrieved from aforesaid order dated 12.12.2013 of the Ld. Tribunal, present petition is filed before this Court and this Court issued notice of motion only on the limited question of grant of arrears of pay in the light of agreement between college and respondent No. 2-Harneet Kaur.

7. Mr. R. K. Arora, counsel for the petitioner vehemently contended that learned Tribunal has wrongly shifted entire burden upon the petitioner-College and it was university which passed order dated 12.06.2003. He further contended that there was an agreement between both the parties so the respondent-Lecturer cannot claim salary over and above the agreed amount. Therefore, she is not entitled to arrears.

8. Per contra, Dr. B.M. Singh counsel for respondent No. 2-Harneet Kaur contended that the respondent was appointed by a duly constituted committee consisting of different authorities and as per advertisement college was supposed to pay salary as per UGC pay scale. The minimum wage of unskilled labour as per 'minimum rate of wages' is ₹ 6247/- per month and the respondent who is holding doctoral degree (Ph. D) cannot be asked to work for ₹ 4,000/- per month and in any case she can be asked to get salary of ₹ 4,000/- for the current academic session i.e.

9. After having scrutinized record of the case and hearing arguments of both the counsel, this Court finds that present petition is bereft of merits. The admitted facts are that as per advertisement inviting applications for the post of Punjabi Lecturer, the college was suppose to pay UGC pay scale; interview was conducted by a duly constituted committee; Mr. Tilak Raj joined the service but he did not furnish relieving certificate from his earlier place of work and got salary of the said month from his earlier place of work; the university passed an order dated 12.06.2003 because of submission of wrong facts on the part of the petitioner-College; the Respondent No. 2 is working since 2002 and there is no adverse remarks against her and she is holding doctoral degree (Ph.D).

10. In view of aforesaid undisputed facts, the respondent-Lecturer cannot be deprived from his valuable right of salary because of any fault on the part of college. She had worked during the entire period as lecturer and she was competent for the post in question. The letter signed by her at the most could deprive her from UGC scales up to 30.06.2003 and not thereafter, nevertheless, I am of the considered opinion that the respondent is entitled to salary as per UGC pay scale from the date of joining because there is mass level unemployment among the highly educated persons and employers are misusing their position and depriving the candidates from their actual salary. A letter or an agreement contrary to terms and conditions of advertisement as well as rules and regulations of university cannot bind a candidate, therefore, said letter has no authenticity in the eye of law. The petitioner was appointed against a regular post and as per advertisement, selected candidate was eligible to UGC pay scale. Therefore, the respondent-Lecturer is entitled to UGC pay scale from the date of her

joining i.e. 17.10.2002 and accordingly, petitioner-college is directed to make payment of arrears within six months from the date of receipt of certified copy of this order.

In view of aforesaid findings, present petition deserves to be dismissed and accordingly dismissed. No order as to cost.

January 23, 2018
'dk kamra'

(JASWANT SINGH)
JUDGE

<i>Whether Speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether Reportable</i>	<i>Yes/No</i>