

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

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COCP 929 of 2017(O&M)
Date of Decision : March 06, 2019

Dr. Pooja Bhagat

.....Petitioner

VERSUS

Brig. R.P.S.Sandhu and others

.....Respondents

CORAM: HON'BLE MS. JUSTICE NIRMALJIT KAUR

Present : Mr. Ramneek Vasudeva, Advocate for the petitioner(s).

Mr. Pradeep Sharma, Advocate
for the petitioner in COCP No.3020 of 2017.

Mr. Arun Gosain, Advocate
for the respondents (in COCP Nos.929, 3237, 3238 and
3385 of 2017).

Mr. P.S.Sidhu, Advocate
for the respondents (in COCP No.3232 of 2017).

Mr. Sanjay Vashist, Advocate
for Union of India (in COCP No.3235 of 2017).

Mr. O.P.Dabla, Advocate for U.O.I.(in COCP No.3236 of 2017).

Mr. Shivoy Dhir, Senior Panel Counsel
for UOI-respondent. (in COCP No.1037 of 2018).

Mr. Indresh Goel, Advocate
for the respondents (in COCP No.3251 of 2017).

Mr. Anil Chawla, Advocate
for the respondents (in COCP Nos.3233 and 3234 of 2017).

Ms. Aarti Goyal, Advocate for
Mr. Praveen C. Goyal, Advocate
for the respondent in COCP No.3020 of 2017.

NIRMALJIT KAUR, J. (Oral)

The present contempt petition alongwith COCP Nos.3232 to
3238, 3251, 3385 of 2017 (O&M), 1037 of 2018(O&M) and 3020 of 2017
shall stand disposed of by this common order as the issue involved is

identical.

The present contempt petition is filed for violation of the order dated 30.6.2015 passed by learned Single Bench as well as the order passed by the Division Bench dated 19.12.2016 in the LPA filed against the order passed by the learned Single Bench which was followed in the subsequent writ petitions including that as filed by the present petitioners. As per the above mentioned judgments, the respondents were directed to allow the petitioners to continue in service. While arguing the present contempt petitions, it was contended that the respondents are not allowing the petitioners to join which was disputed by the respondents stating that the petitioners were offered to join but they did not join because of the changed terms and conditions in the appointment letter. However, this Court on 4.9.2017 while noticing this fact, directed the petitioners to join. However, the said joining was made subject to the finalization of the terms and conditions to be signed by the petitioners and was also made subject to the outcome of the present contempt petition. Admittedly, as on date, the petitioners have joined and have also signed the agreements. To the said extent, the contempt petitions may not survive but for the fact that the petitioners are aggrieved of the terms and conditions being made to be signed by them are contradictory of the earlier agreement signed by them at the initial stage which one already upheld by the learned Single Bench in CWP No.20113 of 2013 and subsequently in leading LPA No.1691 of 2015 on the basis of which their writ petitions were allowed.

The argument of learned counsel for the respondents that they are entitled to change the agreement cannot be sustained in view of the observation of the learned Single Bench as well as of the Division Bench,

which is reproduced as under:-

“In view of the above, the respondents, on the basis of letter dated 11.10.2013, cannot restrict the term of service of the petitioners to five years. Hence, the petitioners are held entitled to continue in service strictly as per the terms and conditions of the agreement of service duly entered into and agreed upon between the parties i.e. subject to good performance and existence of work.”

In view of the above observation of the learned Single Bench passed in the respective writ petitions and in LPA by the Division Bench, neither the Court nor the respondents or the petitioners can go behind the said judgments. Admittedly, the said judgments have not been set-aside till date.

In view of the above, taking into account that the petitioners are continuing and have signed the agreements, the contempt petitions are dismissed.

Rule issued against the respondent(s) is discharged.

However, in case the contract is not renewed for any other reason but for as mentioned in clause 11 of the agreement, the petitioners are at liberty to file a fresh contempt petitions being a fresh cause of action.

Some of the petitioners are aggrieved as their salaries have not been released for a particular period. If it is so, they are at liberty to file a representation which shall be decided in accordance with law within one month from its receipt.

In case any of the petitioners have not signed the agreements, they shall do so now in terms of the orders passed by the learned Single Bench as well as by the Division Bench.

As the main contempt petitions are dismissed, there is no need to pass any order in the miscellaneous applications. Therefore, the same stand disposed of.

March 06, 2019
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(NIRMALJIT KAUR)
JUDGE

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