

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

CWP No.19812 of 2005.

Date of Decision: 19.08.2019

Surinder Kaur

.....Petitioner

Versus

State of Punjab and others

.....Respondents

CORAM: HON'BLE MR.JUSTICE JITENDRA CHAUHAN

Present:- Ms. Aruna Sachdeva, Advocate,
for the petitioner.

Ms. Anju Arora, Addl. AG Punjab.

JITENDRA CHAUHAN J.

By way of the instant writ petition filed under Article 226 of the Constitution of India, the petitioner seeks direction to the respondents not to reduce the pay of the petitioner and effect recovery.

It is contended that the petitioner was selected and appointed as Physical Trained Instructor in pursuance to advertisement dated 19.08.1992, vide order dated 21.10.1994 (Annexure P-1). Thereafter, the appointment of the petitioner was challenged in CWP No. 5985 of 1994 on the ground that the appointments had been made in excess of the number of advertised posts. Thereafter the petitioner was appointed on 89 days basis as stopgap arrangement vide appointment order dated 29.12.1994 (Annexure P-2). The petitioner had worked on 89 days basis with effect from 30.12.1994 to 26.03.1997. The petitioner was appointed afresh on the said post vide

order dated 28.04.1997 (Annexure P-3). It is further contended that all the broken periods of service are to be counted for grant of increment irrespective of the reasons for the break. The petitioner is entitled to increments after counting the period of service when she worked on ad hoc basis with notional breaks. It is further contended that no recovery can be made when there is no fault on the part of the employee.

On the other hand, on behalf of the respondents, it is contended that no recovery is being effected from the petitioner. However, in view of the decision rendered in **LPA NO. 589 of 2015** **decided on 27.10.2016 titled as State of Punjab and others vs. Kewal Singh**, the petitioner is not entitled to count her broken period of service for the purpose of increments.

Heard.

In **LPA No.589 of 2015**, it was held as under:-

“As regards to the benefit of adhoc service towards pay fixation, no impediment either caused under the Rules or an Executive Policy has been pointed out. Unless there is an embargo created by way of policy or rule for denying such benefit, the adhoc service followed by regular appointment without any break can be counted towards pay-fixation on regular appointment.”

In view of the decision rendered in LPA No.589, 2015, it is held that the petitioner is not entitled to the benefit of increments for the broken period.

As regards the recovery, the State has admitted the fact that it does not propose to effect any recovery from the petitioner.

In view of above, the present civil writ petition is hereby
dismissed.

19.08.2019.

SN

(JITENDRA CHAUHAN)
JUDGE

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