

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP No. 16376-2017
Date of decision:-10.02.2020

Sanjeev Kumar & anr.

.....Petitioners

vs.

State of Haryana and ors.

....Respondents

CORAM: HON'BLE MS. JUSTICE RITU BAHRI

Present:- Mr. Wazir Singh, Advocate
for the petitioners.

Mr. Harish Nain, AAG, Haryana

RITU BAHRI, J.(Oral)

Petitioners are seeking issuance of direction to respondent Nos. 1 and 2 to decide the representation dated 02.03.2017 (P-8) with request to grant the revised/remuneration/increments/arrear and other benefits, keeping in view of instruction dated 28.11.2016 (P-4).

Pursuant to advertisement dated 16.08.2007, petitioners have been selected for the post of Accounts Assistant, as per contract agreement dated 06.12.2007 and 12.12.2007 respectively. The contracts of the petitioners were extended from time to time. The petitioners are working without any break of service since 2007 till date. Thus, as per instructions dated 28.11.2016 issued by the Commissioner MNRGEGS-cum-Addl. Chief Secy to Government Haryana Rural Development, it has been decided to revise the remuneration of the staff deployed as District/Block/GP Level w.e.f 08.11.2016.

On notice of this writ petition, a written statement has been filed taking a stand that the petitioners are not entitled for the

(P-6) wherein it has been clarified that in case where the professionals have left the job or his/her contract terminated prematurely by the competent authority due to any reason and re-joined the job then he/she will be treated as a fresh appointee and his/her experience will be counted from the date of joining afresh. The advertisement was made on 15.02.2013 against which the petitioners directly applied. The petitioners were thereafter selected afresh on 01.05.2013 as a fresh entrant under the scheme and thus are not entitled for the increment.

Learned counsel for the petitioners has referred to letter dated 15.03.2017 (P-11) whereby the case of petitioners was sent to respondent No. 2 i.e Director cum Special Secretary by respondent No. 4 for consideration with its comments mentioning that the petitioners have been working as Accounts Assistant under MNREGA since 2007. Their contract agreements were extended year to year basis up to 31.03.2013 and due to administrative reasons, the contract agreement dated 01.05.2013 was again signed, by adopting due procedure for year to year basis till now.

Again respondent No. 1 issued letter dated 30.03.2017 (P-12) to respondent No. 3 wherein it has been requested to look into the matter personally and send the comments to the department whether the professional left the job or their contract terminated prematurely during the contract period. In reference to letter dated 30.03.2017, respondent No. 3 sent letter dated 27.04.2017 (P-13) to respondent No. 1 wherein it has been mentioned that profession has neither left their job nor their contract terminated. But the remuneration for the month of April i.e 01.04.2013 to 30.04.2013 could not be disbursed to the MNREGS officials due to administrative reasons.

Learned State counsel has not been able to dispute Annexure P-11 to P-13 but has contended that the salary of the petitioners were not disbursed w.e.f 01.04.2013 to 30.04.2013 due to administrative service, as there was break in service w.e.f 01.04.2013. The services of the petitioners came to an end on 31.03.2013.

Heard learned counsel for the parties.

Reference at this stage can be made to clarification dated 16.02.2017 wherein it has been informed that the revised remuneration of MGNREGS staff is to be given as under:-

1. The experience of the contractual staff deployed under MNGREGS will be counted from their joining date i.e retrospective experience will be counted for their revised remuneration. In case where the professional have left the job or his/her contract terminated prematurely by the competent authority due to any reason and rejoined the job than he/she will be treated as a fresh appointee and his/her experience will be counted from the re-joined date.”

After going through Annexure P-11 to P-13, one thing is clear that the services of the petitioners have never been terminated. Further they were not issued any show cause notice regarding termination of their services. The petitioners have been performing their duties w.e.f 2007. The service agreement of the petitioners has never terminate prematurely by the competent authority nor they have left their services due to any reason. All staff has been given rest w.e.f 01.04.2013 to 30.04.2013. Once the services of the petitioners have not been terminated, the question of re-joining does not arise. For all intents and purposes, the case of the petitioners is squarely covered, in view of instruction dated 28.11.2016 (P-4) and clarification

dated 16.02.2017 (P-6).

In view of the above, the writ petition is allowed and respondents are directed to grant the revised/remuneration/increments/arrear and other benefits, as per instruction dated 28.11.2016 (P-4) and clarification dated 16.02.2017 (P-6). This exercise shall be completed within a period of six months from the date of receipt of certified copy of this order.

10.02.2020
G Arora

(RITU BAHRI)
JUDGE

Whether speaking/reasoned	:	Yes
Whether reportable	:	No