

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

202

CWP-8530-2016

Date of Decision : 06.02.2020

Rukshana Devi

.....Petitioner

Versus

State of Haryana and others

.....Respondents

**CORAM: HON'BLE MS. JUSTICE NIRMALJIT KAUR**

Present: Mr.D.S.Rawat, Advocate  
for the petitioner.

Mr. Gaurav Jindal, Addl.A.G., Haryana.

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**NIRMALJIT KAUR, J. (ORAL)**

The prayer in the present writ petition is for quashing the letter dated 09.03.2016 (Annexure P-4) vide which respondent No.2 has informed the petitioner that her monthly financial assistance released by G.M.Haryana, Faridabad has been stopped as the same was granted in contravention of Chief Secretary Instructions dated 01.08.2006 and with a further prayer to release all other admissible benefits to the petitioner which are admissible to the family of a deceased employee alongwith interest.

Learned counsel for the respondents while opposing the same submitted that the 2006 Rule applied only to the regular employees, whereas the petitioner was not a regular employee and was appointed on temporary, contractual basis. Therefore, financial assistance having been wrongly given was stopped. Subsequently, they have revived the same in view of the

policy dated 28.11.2016 placed on record as Annexure R-1. Learned counsel for the respondents has not been able to distinguish or dispute that the said issue is no more res-integra in view of the judgments rendered by this Court in the case of CWP No. 5593 of 2011, decided on 07.02.2013 titled as **Kelo Devi vs. State of Haryana and others** (Annexure P-5), CWP No.10697 of 2013 decided on 07.10.2014, titled as **“Usha Rani and others vs. State of Haryana and others”** (Annexure P-6) and CWP No.6646 of 2015 decided on 17.03.2016 titled as **“Kamla vs. State of Haryana and others”** (Annexure P-7).

Thereafter, the learned Single Bench of this Court in the case of **“Mamtesh vs. State of Haryana and others”** CWP No.13190 of 2018, decided on 22.04.2019, held that the service of an employee rendered on contractual basis was liable to be considered for pension. The said observation was made after relying on the various judgments mentioned above by observing as under :-

*“6. A bare perusal of the aforesaid reproduction shows that after appreciating the Rules governing the service, this Court came to the conclusion that the legal heirs of a contractual employee, who was selected after due process, though on contract basis initially, will be entitled for the benefits under 2006 Rules under the facts and circumstances noted in the said judgment.*

*7. Counsel for the respondents have not been able to rebut that the case of the petitioner is not covered by the said judgment. As the only reason given by the respondents to decline the claim of the petitioner by the impugned order that the husband of the petitioner, who was also working*

*as a Driver, was not a regular employee of the Government of Haryana and the said reason has already been held as unjustifiable so as to not to give the benefits under 2006 Rules, the same reason cannot be sustained in case of the petitioner, who is similarly situated as the petitioner in CWP No. 5593 of 2011 Kelo Devi vs. State of Haryana and others. Counsel for the respondents has not been able to point out any difference between the case of the petitioner and the case of the petitioner in CWP No. 5593 of 2011. Rather during the course of hearing, counsel for the respondents accepted that petitioner is entitled for the benefits of 2006 Rules in view of the judgment in Kelo Devi (supra).*

*8. In view of above, present writ petition is allowed and a direction is given to the respondents to release the benefits admissible to the petitioner under 2006 Rules, within a period of two months from the date of receipt of certified copy of this order.”*

In view of the above, the writ petition is allowed and the impugned letter dated 09.03.2016 (Annexure P-4) is quashed with a direction to the respondents to pay the arrears from the period 05.06.2014 to 31.07.2016 alongwith interest @ 6% as expeditiously as possible preferably within two months of the receipt of the certified copy of this order. In case, the said arrears is not paid within two months, then the same shall be paid @ 12% interest after the expiry of two months.

06.02.2020  
anju

(NIRMALJIT KAUR )  
JUDGE

Whether Speaking/Reasoned : Yes/No

**Whether Reportable : Yes/No**