

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

**CM-522-LPA-2020 in/and  
LPA No.193 of 2020 (O&M)  
Decided on: 18.04.2022**

State of Haryana and others

... Appellants

Versus

Permila

... Respondent

**CORAM : HON'BLE MR.JUSTICE G.S. SANDHAWALIA  
HON'BLE MR.JUSTICE VIKAS SURI**

Present: Mr. Rajesh Gaur, Addl. AG, Haryana  
for the appellants.

Mr. Rajesh Bansal, Advocate for the respondent.

**G.S. Sandhawalia, J.(Oral)**

**CM-522-LPA-2020**

Application for condoning the delay of 25 days in filing the appeal has been filed.

For the reasons mentioned in the application, duly supported by affidavit of the official, the same is allowed. Delay of 25 days in filing the appeal is condoned.

CM stands disposed of.

**LPA-193-2020 (O&M)**

Challenge in the present letters patent appeal is to the order of the learned Single Judge dated 16.10.2019 passed in **CWP No.2268 of 2018** titled as '**Permila Vs. State of Haryana and others**'. The learned Single Judge had allowed the writ petition and set aside the order dated 03.01.2018 (Annexure P-9), whereby the services of the writ petitioner were dismissed.

2. The reason as such which weighed with the learned Single Judge was that the writ petitioner was on contract and as per the communication dated 28.12.2017 (Annexure P-5) she had been asked to join in the office of SMO, CHC, Gohana within 7 days. It was noticed that the letter was dispatched on 29.12.2017 and received by the petitioner on 02.01.2018 and on 03.01.2019 (sic. 03.01.2018) (Annexure P-9) the impugned order was passed before the expiry of the stipulated 7 days, which would only expire on 05.01.2018. It was noticed that the joining report had been given on 04.01.2018, which had not been disputed.

3. A perusal of the record would go on to show that the writ petitioner was initially appointed on 02.04.2014 on contractual basis w.e.f. 02.04.2014 to 31.03.2015 at a consolidated remuneration of Rs.20,000/- per month. The period of contract was extended from time to time and the last extension as such was on 01.04.2017 till 31.03.2018. The remuneration had been increased to Rs.24,255/-. Clause 5 (a) of the contract provided that the party could terminate the contract by giving 30 days prior notice or proportionate remuneration at any time before the expiry of the contract period.

4. It is not disputed that the writ petitioner was absent from duty from 18.07.2017 till 15.09.2017, which is allegedly on the ground that her grand father-in-law was not well. Since she did not join, communication dated 28.12.2017 (Annexure P-5) had been sent

to her, to join within a period of 7 days by the Senior Medical Officer, Gohana, who had also noticed that the salary had not been released to her from 18.07.2017.

5. It is apparent that the requisite notice period of 30 days as per the contract also had not elapsed before terminating her services. Even otherwise the learned Single Judge had noticed that the period of 7 days had not come to an end when she had tried to join on 04.01.2018, but had not been permitted and resultantly she approached this Court.

6. Accordingly, no fault can be found in the order of the learned Single Judge, wherein the impugned order dated 03.01.2018 (Annexure P-9) had been set aside. We are of the considered opinion that since the contract was till 31.03.2018, the writ petitioner shall be entitled for full remuneration for the period from 04.01.2018 till 31.03.2018. We, however, do not comment upon her rights to continue on contractual basis, since that is for the employer as such to take a decision, if any representation is filed. However, we make it clear that since the writ petitioner did not render service from 18.07.2017 till she came forth on 04.01.2018, she will not be entitled for any financial benefits for her period of absence.

7. With the abovesaid observations, the present letters patent appeal is disposed of. The requisite payment be made within a period of one month from the date of the receipt of the certified

copy of this order. All pending civil miscellaneous applications also stand disposed off.

(G.S. SANDHAWALIA)  
JUDGE

(VIKAS SURI)  
JUDGE

April 18, 2022  
*Naveen*

Whether speaking/reasoned:  
Whether Reportable:

Yes/No  
Yes/No