

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

257

CWP-8300-2023
Date of Decision: 19.10.2023

Poonam

...Petitioner(s)

Versus

Chaudhary Bansi Lal University and others

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE TRIBHUVAN DAHIYA

Present:- Mr. D.S. Malik, Advocate for the petitioner

Mr. Naman Jain, Advocate for respondents No.1 to 3

Mr. Manjit Singh, Advocate for respondent No.4

TRIBHUVAN DAHIYA, J. (Oral)

1. This petition has been filed seeking a writ of *certiorari* quashing the order dated 06.04.2023, Annexure P-8, relieving the petitioner from duty. Further, a writ of *mandamus* has been sought directing the respondent University to take back/renew the petitioner's contract for the current session 2023-24.

2. Facts of the case in brief are, the petitioner was selected as Assistant Professor (on contract) on consolidated salary in the Department of History for the academic session 2018-19, and joined as such pursuant to letter dated 09.04.2019, Annexure P-2. She was engaged to teach the specialisation of Ancient Indian History, and continued teaching for the subsequent session also; her contract was last extended from 01.07.2022 to

30.06.2023. While she was working, a regular Assistant Professor for the specialisation of Ancient Indian History joined the Department on 25.01.2023. Later, the petitioner was relieved vide impugned order dated 06.04.2023.

3. During pendency of the petition, the University engaged another Assistant Professor on contract in the Department for Modern Indian History; he was impleaded as respondent No.4 to the petition.

4. Learned counsel for the petitioner contends that the petitioner's contract was wrongly terminated relieving her on 06.04.2023, though she was entitled to work in terms thereof till 30.06.2023. Besides, the regular incumbent joined the Department on 25.01.2023, and the petitioner continued working even thereafter. This shows there was workload against which she could have continued teaching. The University has no right to engage another contractual employee/respondent No.4 by relieving the petitioner. This is contrary to the settled law that a contractual employee cannot be replaced by another. Lastly, it has been contended that there is still un-met workload in the Department, against which the petitioner can be allowed to continue.

5. Learned counsel for the University as well as respondent No.4, on the contrary, contend that there are four specialisations in the Department of History, i.e., Modern Indian History, Ancient Indian History, Archaeology and Medieval Indian History. The petitioner was engaged on contract on consolidated salary to teach Ancient Indian History, for which regular Assistant Professor has already joined the Department. Therefore, it was incumbent upon the University to relieve the petitioner, and she could not have continued after appointment of the regular faculty member. She was engaged on contract basis on the condition that her services would be

terminable on joining of regular faculty and, accordingly, she was relieved vide the impugned order. Respondent No.4 has joined on contract basis to teach a different specialisation of Modern History, for which the petitioner is not even qualified nor was she engaged to teach the same. Therefore, it cannot be said that the University has engaged a contractual employee/respondent no.4 as a replacement of the petitioner. Further, it has been contended that there is no un-met workload in the Department and the regular faculty member is taking classes for twenty hours per week. Although the minimum prescribed workload for an Assistant Professor by the University Grants Commission (for short 'the UGC') is sixteen hours per week, there is no restriction on taking more workload than prescribed. And four hours workload, even if remains un-met, will not entitle the petitioner to claim re-engagement, as that is not sufficient to engage a contractual faculty.

6. Heard.

7. As per facts apparent on record, the petitioner was engaged as a contractual Assistant Professor in the Department on consolidated salary to teach the specialisation of Ancient Indian History. Even as per terms of engagement, she had to be relieved on joining of a regular faculty member to teach the specialisation. In case the University has relieved her on joining a regular faculty member, there is nothing illegal or irregular about it. Merely because the petitioner continued for about three months after joining of the regular faculty, it cannot give her right to claim extension in service even thereafter, that too in violation of terms of engagement which are not in dispute, nor is the fact a regular faculty member for Ancient Indian History has already joined the Department.

8. Further, it cannot be said that contractual appointment of respondent no.4 has been made to replace the petitioner. He has been engaged to teach a different specialisation, i.e., Modern History, which the petitioner was not teaching nor is she qualified to do so.

9. Still further, merely because a regular faculty member for Ancient Indian History is taking workload of twenty hours per week, which is more than the minimum workload of sixteen hours per week prescribed for an Assistant Professor, it cannot be said the petitioner is entitled to claim reinstatement/extension or continuance of her contractual appointment on that basis. The UGC has only laid down minimum workload for an Assistant Professor, and there is no bar on assigning more workload; rather, it is in the interest of the University and the students if an Assistant Professor has accepted workload more than the minimum prescribed. No exception can be taken to it. Besides, the excess workload of four hours per week does not justify engagement of any contractual Assistant Professor in the Department, nor has the workload remained un-met.

10. In view of the discussion, there is no merit in the petition.

11. Dismissed.

(TRIBHUVAN DAHIYA)
JUDGE

19.10.2023
Payal

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>