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

CWP No. 19287 of 2019
Date of Decision: 08.02.2023

SUMER SINGH BISHNOI

......Petitioner

Vs

STATE OF HARYANA AND ANR

.....Respondents

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present: Mr.Pardeep Solath, Advocate
for the petitioner.

Mr. Naveen Singh Panwar, DAG, Haryana.

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RAJ MOHAN SINGH, J.(Oral)

The petitioner has preferred this petition for the issuance of a writ in the nature of ***certiorari*** for quashing the order dated 31.05.2019 passed by the Director General, Treasuries & Accounts Department, Haryana, Chandigarh vide which the guidelines issued by the Government of India for hiring of consultant in State Project Management Unit of Public Financial Management System has been made applicable w.e.f. 06.03.2018.

The grievance of the petitioner is that he was appointed by the respondent as Advisor-cum-Consultant in

Public Finance Management System (PFMS) vide appointment letter dated 03.03.2017. He was appointed on specific terms and conditions by the respondents for a period of one year. After expiry of the said period, the term of the petitioner was approved by the respondents in office record and he was allowed to continue on the same post on the same emoluments. Since the contract period of the petitioner was going to expire on 06.03.2018, therefore, his tenure of the contract period was extended for further one year from 06.03.2018 to 05.03.2019 on the same emoluments. The petitioner was appointed on specific terms and conditions by the respondents and he was allowed to work even on extended period without there being any change in the terms and conditions of his appointment and emoluments. Thereafter, the respondents unilaterally changed the conditions for the extended period in respect of grant of salary, thereby reducing the same amount from Rs.89,650/- to consolidated amount of Rs.40,000/- vide letter dated 28.05.2018.

On being informed, the petitioner immediately left the job on 01.06.2018 and now the claim of the petitioner is in respect of salary of three months during which he had worked on the same terms and conditions without there being any implication arising out of instructions dated 28.05.2018.

The reduced amount to the tune of Rs.40,000/- per month has already been credited in favour of the petitioner and now the petitioner seeks release of difference of the actual salary paid on the original terms and conditions and the consolidated amount now fixed @ Rs.40,000/-.

In support of his contention, learned counsel for the petitioner places reliance upon the ***2022 Live Law(SC) 792 Bharat Sanchar Nigam Vs. M/s Tata Communication Limited etc*** decided on 22.09.2022.

After hearing learned counsel for the parties, I am of the view that since the petitioner was allowed to continue on the same terms and conditions, therefore the instructions (which have been brought into existence on 28.05.2018) cannot be implemented with retrospective effect from 06.03.2018. Since, the petitioner has already left the job, therefore, the difference of the salary i.e. Rs.89,650/- + applicable Dearness Allowances for a month minus Rs.40,000/- per month as awarded with effect from 06.03.2018 till 28.05.2018 is required to be paid to the petitioner.

Let the difference of salary be paid within one month from the date of receipt of certified copy of this order, failing which the petitioner shall be entitled to interest @ 6% per annum from the date of accrual till final realization of this judgment.

Disposed of.

(RAJ MOHAN SINGH)
8th February, 2023 **JUDGE**
Sapna

Whether speaking/reasoned Yes/No

Whether reportable Yes/No