

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.14543 of 2016

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1. Dr. Vani Bhushan, son of late R.S.P. Chaudhary, resident of Manikpur-Mushahernia, P.O.-Andauli, District- Sitamarhi.
 2. Dr. Yogendra Kumar Verma, son of Shri Baliram Prasad, resident of Mohalla- Shiv Nagar, P.S.- Hilsa, P.O.- Hilsa, District- Nalanda.

... .. Petitioner/s

Versus

1. The State Of Bihar through the Principal Secretary, Education Department, Bihar, Patna
2. Patna University, Patna through its Registrar
3. The Vice-Chancellor, Patna University, Patna
4. The Registrar, Patna University, Patna

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr.Abhinav Srivastava, Advocate
For the Respondent/s : Mr.Prabhakar Jha-GP 27

CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL JUDGMENT

Date : 09-05-2024

1. Heard learned counsel for the parties concerned.
2. The two writ petitioners have filed the present writ application for quashing the letter dated 22.04.2014, annexed as Annexure-11 to this writ application, issued by Patna University (in short “the University”), whereby the petitioners were informed that the past services rendered by them on Ad-hoc basis cannot be considered as continuous service.

The petitioners have further prayed for issuance of a direction to the respondents to count the past services rendered by them as Ad-hoc Lecturers in Law between 29.11.2004 to



29.02.2008, in terms of the provisions contained under Article 10.2.0 of the Statute for the purposes of Career Advancement Scheme and other consequential benefits.

3. The case of the petitioners, in brief, is that on the basis of selection process initiated by the University in terms of ***Section 57(9)(a) of the Patna University Act, 1976*** and on the basis of recommendation made by the Selection Committee, constituted by the University, the petitioners were appointed against the post of full time Lecturers on temporary basis for a period of six months, vide notification dated 29.11.2004. Upon completion of the period of 06 months from the date of issuance of notification dated 29.11.2004, the petitioners were allowed to continue in the services of the University and in the meanwhile, once again, the process of selection was carried out by the University and on the basis of recommendation made by the Selection Committee, the petitioners were again appointed as Lecturers on temporary basis vide, notification dated 03.12.2005. The aforesaid process continued till 2007-08. For the interregnum period, the petitioners were being paid Rs. 150/- per lecture vide notification dated 30.11.2007.

Since their initial engagement vide notification dated 29.11.2004, the petitioners continued to discharge their



duties as Ad-hoc Lecturers till 29.02.2008 in the services of the University. For the brief period between 01.03.2008 to 03.07.2009, the petitioners were appointed as Lecturers in Law in the Ranchi University, Ranchi and were posted at Jamshedpur Cooperative College, Jamshedpur, where they worked for the period 01.03.2008 to 03.07.2009.

In the meantime, advertisement was issued by the Patna University inviting applications from eligible candidates for consideration of their case for appointment against the posts of Lecturer in Law on regular basis, in which, petitioners along with others participated and were appointed as Lecturer in Law on regular basis in the services of the University, vide notification dated 30.06.2009, issued by the University. The petitioners submitted their joining on 04.07.2009 and since then, they have been continuously discharging their duties in the said capacity.

4. Learned counsel for the petitioners contended that by the impugned order, the respondent- University has arbitrarily rejected the claim of the petitioners for counting past services rendered by them as Ad-hoc Lecturer merely on the ground that the petitioners were appointed on Ad-hoc basis for a fixed period. He further submits that pursuant to a direction



issued in L.P.A. No. 60 of 2008, a notification dated 12.09.2013 (Annexure-7) was issued by the University, by which, amongst other persons, the petitioners were also paid the remuneration for the periods 29.05.2005 to 02.12.2005 and 03.05.2006 to 11.02.2007. The payment so made were regarding their services rendered during the period, they had actually discharged their duties in the services of the University till they were re-appointed by the Selection Committee.

Learned counsel further submits that the Dean, Faculty of Law, Patna Law College Patna wrote a letter dated 16.01.2014 to the Registrar, Patna University, Patna stating that the petitioners have rendered their services without any break from 29.11.2004 to 29.02.2008 in the capacity of Ad-hoc Lecturer and their services in Patna Law College should be counted without any break.

5. On the other hand, learned counsel for the University argued that the University allowed the petitioners to engage classes till Durga Puja vacation, hence Durga Puja vacation cannot be considered as their continuous services. There was break period from 29.05.2005 to 02.12.2005 and 03.05.2006 to 11.02.2007. The petitioners served the Law College on the order of Principal, Patna Law College. The



Ad-hoc appointment does not cover the engagement of classes on the payment of per class basis and if that be so, the petitioners cannot claim counting of their services for the period they were engaged by the Principal of the College. The persons engaged for taking classes during the interregnum period cannot claim as appointees and on that basis, their claim for continuity in the services rendered as Ad-hoc cannot be counted. The services of the petitioners cannot be counted under Article 10.2.0 of the Statute, as it would be in violation of **Section 57(9) (a) of the Patna University Act, 1976.**

6. I have heard learned counsel for the parties and have gone through the relevant materials on record. The main dispute in the present application is for counting the past services as Lecturer in Law rendered by the petitioners. Admittedly, the petitioners were appointed on Ad-hoc basis as full-time Lectures on 29.11.2004 and continued upto 29.02.2008 as Ad-hoc Lecturers. During the aforesaid period, after every six months, the petitioners were re-appointed as per **Section 57(9) (a) of the Patna University Act, 1976.** Some artificial gaps were there in their re-appointment but it is a fact that the petitioners continued to render their services as temporary Lecturers in the College during gap period and were paid their remunerations on



the basis of per lecture.

Pursuant to the direction issued by this Court in L.P.A. No. 60 of 2008, the University by its notification dated 12.09.2013, granted payment to the petitioners and others for the interregnum/ break period. The Dean of the College, vide his letter dated 16.01.2014 (Annexure-9), has confirmed that the petitioners have rendered their services in the College during the gap periods of their Ad-hoc appointments and received salary for the gap periods vide notification of the University dated 12.09.2013, as such, their services in the Patna Law College from 29.11.2004 to 29.02.2008 should be counted without any break. The Statute 10.2.0 deals with counting of Ad-hoc services and says that Ad-hoc services should be more than one year term and the incumbent must be appointed on the recommendation of the duly constituted Selection Committee. It further says that incumbent was selected to the permanent post in continuation to the Ad-hoc services without any break.

In the present case, the petitioners were duly appointed in terms of ***Section 57(9)(a) of the Patna University Act, 1976*** and there is no dispute that appointment of the petitioners on Ad-hoc basis was not as per Act, Statute, Rules and Regulations. The only contention raised by the University



seems to be that there was break in service/ gap during the Ad-hoc period till petitioners were re-appointed on the expiry of period of six months. This contention of the University is specious, inasmuch as the University, vide its notification dated 12.09.2013, paid the salary for the gap period i.e. between expiry of six months and re-appointment of the petitioners.

This Court has noticed one fact that the petitioners, for a brief period, joined the Ranchi University between 01.03.2008 to 03.07.2009 but it is the case of the University itself that the services rendered by the petitioners in the Ranchi University were counted for the purposes of pay protection on the report of Legal Advisory Committee of the University dated 26.09.2012. However, this is not the ground taken by the University in the impugned letter while refusing/ denying the benefit of counting of past/ Ad-hoc services to the petitioners.

On the conspectus of aforesaid facts and discussions held hereinabove, I am of the considered opinion that denying the benefit of past services rendered by the petitioners as Ad-hoc Lecturers by the University is wholly un-reasonable, arbitrary and un-sustainable in the eyes of law.

7. In the result, this writ application is allowed. The impugned letter dated 22.04.2014 is set aside and the University is directed to count the past services of the petitioners as Ad-hoc



Lecturers, rendered between the period 29.11.2004 to 29.02.2008 for the purposes of grant of Career Advancement Scheme and other consequential benefits as per law.

(Anil Kumar Sinha, J)

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AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	27.05.2024
Transmission Date	NA

