

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

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CWP-1038-2021 (O&M)
Date of decision: 08.05.2024

Gurmeet Singh and othersPetitioners

Versus

State of Punjab and othersRespondents

CORAM: HON'BLE MR. JUSTICE AMAN CHAUDHARY

Present : Mr. HC Arora, Advocate and
Ms. Sunaina, Advocate
for the petitioners.

Mr. Satnam Preet Singh, DAG, Punjab.

AMAN CHAUDHARY. J (Oral)

1. The prayer made in the present petition is for quashing the circular letters dated 31.03.2016, 07.06.2018, 08.05.2019, 16.11.2020 (Annexures P3, P4, P5 & P7).
2. Learned counsel would submit that the petitioners are working as Pharmacists on contract basis in various Subsidiary Health Centres being run by Zila Parishads, which are under the Department of Rural Development and Panchayats, Govt. of Punjab, however, they have been paid a meager amount of Rs.7,000/- to 11,000/- while their claim is for being paid at the DC rates, as applicable to posts occupied by them. The issue stands already decided in **Ram Jaspal and others vs. State of Punjab and others**, CWP-26265-2017, decided on 25.07.2019, wherein the State was directed to pay the salary to the petitioners at the DC rates, who were working as Safai Karamcharis in the Animal Husbandry Department and their salary was earlier restricted to Rs.4000/- per month, relevant paras read

thus:-

“It is instructive to note that this decision referred to a “bare minimum wage” or a “subsistence wage”. As later decisions (to which reference would be made hereinafter) went on to clarify, a distinction came to be drawn, in time, between a “bare minimum” wage and a “minimum” wage.

It is further submitted that despite such strongly worded judgments, the respondents are still paying to the petitioners at the rate which is less than the minimum wages.”

On the other hand learned State counsel submits that as per the service contract (Annexure P-2) signed between petitioner No.1 and Zila Parishad, the petitioners are bound to accept the conditions of the contract. As per the condition of the agreement, class IV (Attendant-cum-Sweeper) shall be paid `3000/- per calendar month and in case of dispute, the matter shall be referred to an Arbitrator appointed by Director, Rural Development and Panchayat(s), Punjab whose decision shall be final and shall not be challengeable in any Court of law. In Clause 13 of the said contract, it is mentioned that the Class IV employees undertake that the present assignment is purely a stop gap arrangement and no one will claim any continuation or other service benefits.

Heard.

The Court feels that minimum wages are the primary and basic entitlement of a workman/employee and denial of the same is no less than promoting slavery and bonded labour.

In view of the above, this Court is, therefore, constrained to observe that any reluctance on the part of an employer to award minimum wages to a workman for the period during which he had admittedly worked, is not only illegal and immoral but also invites criminal liability. Such an attitude erodes the very foundation of a socialist society which the preamble of our Constitution professes to be, and belies the promises held out to every citizen by the Constitution of India.

The present petition is hereby allowed.

Accordingly, the State is directed to pay the salary to the petitioners as per the Deputy Commissioner rates and difference between the deputy Commissioner rates at the various stages of time be calculated and the payment from the date of appointment of the petitioners be made within three months from the date of receipt of certified copy of the judgment.”

3. Learned State counsel despite his best efforts, has been unable to controvert the factual position and draw out any distinctive aspects in the aforementioned judgment or cite any contrary law.

4. In view of the aforesaid, the present petition is disposed of in terms of the judgment passed in **Ram Jaspal** (supra).

(AMAN CHAUDHARY)
JUDGE

08.05.2024
ashok

Whether speaking/reasoned	:	Yes / No
Whether reportable	:	Yes / No