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

**CWP-11178-2016 (O&M)
Date of Decision: 04.01.2024**

Amit Jain

....Petitioner

Versus

Maharshi Dayanand University, Rohtak and others

....Respondents

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present : Mr. Pawan Kumar Mutneja, Senior Advocate assisted by
Ms. Suverna Mutneja, Advocate and
Mr. V.S. Mahal, Advocate
for the petitioner.

Mr. Harmanjot Singh Gill, Advocate
for respondent No.1.

HARSH BUNGER, J.

1. Petitioner (Amit Jain) has filed the instant Writ Petition under Articles 226/227 of the Constitution of India seeking issuance of writ in the nature of Certiorari for quashing impugned award dated 28.03.2016 (Annexure P-14) passed by the Industrial Tribunal-cum-Labour Court, Rohtak (herein after “the Tribunal”) whereby, the reference of industrial dispute raised by the petitioner was answered against him and his claim was dismissed.

A further prayer has been made by the petitioner for directing respondent No.1-Maharshi Dayanand University, Rohtak to reinstate the petitioner on his previous post of Lab Attendant with continuity of service and full back wages along with all other consequential benefits.

2. Briefly, the petitioner raised an industrial dispute by way of filing his claim petition under the Industrial Disputes Act, 1947 (hereinafter “1947 Act”) on the plea that the respondent-University advertised five posts of Lab Attendants in Bio-Science Department vide advertisement No.11/02 under Self Financing Scheme. Petitioner claims that being qualified for the advertised posts, he applied to the University and on the basis of recommendation of the Selection Committee, the petitioner was offered appointment to the post of Lab Attendant in the University vide letter dated 27.06.2003 initially on contract basis for a period of three years. Petitioner claims that his service conditions are covered by the rules contained in the Self Financing Scheme of the University and his appointment was co-terminus with the Self Financing Scheme and was permanent like other regular incumbents in the regular scale. It was claimed that in response to the appointment letter, he submitted his joining report on 01.07.2003. It is the pleaded case of the petitioner that his father was working as a Deputy Registrar in the respondent-University and Head of the Department, Advance Centre for Bio-Technology of the University became inimical against his father and on account of animosity, he got the petitioner transferred from Bio-Science Department to Advance Centre for Bio-Technology vide transfer order dated 19.01.2006. Petitioner claims that he discharged his duties as a Lab Attendant honestly and to the satisfaction of the Authorities, however, the Head of the Department of Bio-Science reported the work and conduct of the petitioner as good, accordingly, the University granted extension to his appointment for a period of one year beyond 30.06.2006 i.e. after expiry of three years initial term on the same terms and conditions as contained in the letter of appointment dated

27.06.2003. Petitioner further stated that the Director, Advance Centre for Bio-Technology reported the work and conduct of the petitioner as average and vide letter dated 03.07.2007, the service of the petitioner was further extended for three months by the respondent-University with the same terms and conditions as mentioned in the initial letter of appointment. A perusal of the claim petition would reveal that the petitioner leveled certain allegations against the Director, Advance Centre for Bio-Technology on account of his animosity with the father of the petitioner and petitioner alleges that he was relieved from duty with effect from 17.07.2007 in a *malafide* manner with a direction to him to report to the establishment branch for further posting. It was claimed that subsequently the petitioner wrote a letter dated 18.07.2007 to the Registrar and requested him to accept his joining, however, no action was taken thereon. Petitioner stated that the University finally rejected the representation of the petitioner vide letter dated 17.06.2010, accordingly, the petitioner raised an industrial dispute regarding his termination from service and filed his claim petition before the Tribunal below and prayed for reinstatement on his previous post of Lab Attendant with continuity of service and other consequential benefits.

3. The aforesaid claim of the petitioner was contested by the respondent-University by submitting its reply wherein, it was *inter alia* stated that the University is not an Industry. It was stated that the petitioner was engaged on contractual basis for a period of three years and the engagement was of contingent nature, not against any substantive post and could be terminated on one month notice or one month salary in lieu thereof from either side. It was next submitted that continuation of services of the petitioner was subject to his good work and conduct and satisfactory

performance and as per the report of the Head, Department of Bio-Science, the petitioner had willfully absented himself with effect from 30.07.2004 and he joined the duties on 17.08.2004. It was stated that the petitioner was habitual of skipping work and the petitioner submitted an application dated 07.09.2004 assuring that he will attend his duties, in view of the said assurance, he was excused and the absence period was treated as extraordinary leave without pay with a specific warning not to repeat such things in future vide letter dated 18.10.2004. It was further the stand of the respondent-University that the father of the petitioner had submitted a request dated 29.01.2007 indicating that his son (petitioner) remained under mental depression since 10.01.2007 and was advised rest for a week. It was stated that the petitioner remained absent from duties unauthorizedly from 10.01.2007 to 21.01.2007 for which he was sanctioned leave of kind due without pay with a warning not to proceed on leave without permission. It was further stated that his work and conduct report was reported "Average" and even then he was granted extension for three months beyond 30.06.2007 and the petitioner was relieved from his duties with effect from 17.07.2007 on the basis of report of faculty members and other staff members to the effect that health and mental conditions of the petitioner remained disturbed while working in the Lab and there was apprehension that some mishappening may take place. It was stated that after being relieved on 17.07.2007, the petitioner never came to the University thereafter except submitting his application dated 18.07.2007 for allowing him to rejoin the duty along with a photocopy of the OPD card relating to the Department of Psychiatry on account of undergoing treatment. The allegations made by the petitioner against the Head of the Department were denied. It was also stated

that the father of the petitioner submitted an application dated 09.03.2009 requesting for issuance of experience certificate in respect of his son i.e. petitioner, which was issued by the University. It was stated that the petitioner did not work beyond July, 2007 due to his constant illness and thereafter, the petitioner submitted an application dated 30.04.2010 to the Vice Chancellor of the University seeking extension in his contractual appointment after a gap of about three years, whereupon, the Vice Chancellor vide letter dated 17.06.2010 informed the petitioner that after submitting his joining report on 18.07.2007, the petitioner did not turn up in the University and even the term of his contractual appointment had expired on 30.09.2007. It is the categorical case of the respondent-University that the case of the petitioner was covered under the provisions of Section 2 (oo) (bb) of the 1947 Act and the same does not amount to retrenchment as the petitioner was never terminated from the service but he remained unauthorizedly absent from his duties. On merits also, the claim of the petitioner was denied and the prayer of the dismissal of claim of the petitioner was made.

4. On the basis of pleadings of both the parties, the following issues were framed:-

*“(1) Whether termination of services of the workman is justified and if not, to what relief he is entitled? OPW
(2) Relief?”*

5. In order to prove his claim, the petitioner examined himself as WW-1 and also examined one Umesh Kumar, Clerk, O/o M.D. University, Rohtak as WW-2.

On the other hand, the respondents examined Anita Sardana, Assistant O/o Establishment Branch (NT), M.D. University, Rohtak as

MW-1 and one B.K. Behara, Retd. Professor and Director O/o M.D. University, Rohatk as MW-2.

6. After considering the material/evidence available on the record, the Tribunal below vide impugned award dated 28.03.2016 (Annexure P-14) decided the reference against the petitioner and the claim of the petitioner was rejected by holding that the case of the petitioner was squarely covered under Section 2 (oo) (bb) in terms of the appointment letter and the same does not amount to retrenchment.

7. In the aforementioned circumstances, the petitioner has filed the instant Writ Petition before this Court.

8. Learned Senior counsel appearing for the petitioner while reiterating the facts mentioned in the petition submitted that the Tribunal below has erred in law and fact in rejecting the claim of the petitioner by concluding that the case of the petitioner was covered under Section 2 (oo) (bb) of the 1947 Act and the same does not amount to retrenchment. It is submitted that the petitioner was appointed on the recommendation of the Selection Committee and the post on which the petitioner was appointed is still existing and as per the merit list, the petitioner was at serial No.3 whereas, the person at serial No.4 i.e. Rajesh Kumar is still working, accordingly, there is violation of the provisions of Sections 25-G and 25-H of the 1947 Act. It is submitted that the appointment of the petitioner was co-terminus with the Self Financing Scheme, however, his services have been wrongly terminated. Learned Senior counsel submits that the petitioner was harassed on account of animosity between the father of the petitioner and the Director, Department of Advance Centre for Bio-Technology (respondent No.2). It is submitted that work of the petitioner was satisfactory

and on that account, the petitioner was granted extension in service. It is next submitted that there was no complaint against the petitioner and neither any inquiry was conducted against him nor any notice of mis-conduct was issued to the petitioner. It is further submitted that before passing order dated 17.06.2010 (Annexure P-10), no opportunity of hearing was afforded to the petitioner. It is accordingly prayed that the impugned award is unsustainable in the eyes of law and the same be set aside and appropriate direction be issued for reinstating the petitioner with all consequential benefits.

9. Per contra, learned counsel appearing for respondent-University has opposed the prayer made by learned Senior counsel for the petitioner by submitting that the Tribunal below has considered the relevant material/evidence available on the record and has passed a well reasoned and justified award which does not call for any interference by this Court. It is submitted that the appointment of the petitioner was purely contractual in nature and the term of contract was extended on two occasions on the same terms and conditions as were stipulated in the initial letter of appointment and after 30.09.2007, the contractual appointment of the petitioner was not extended and therefore, the case of the petitioner was squarely covered under the provisions of Section 2 (oo) (bb) of the 1947 Act and the same does not amount to retrenchment. Accordingly, prayer for dismissal of the Writ Petition has been made.

10. I have heard learned counsel for the parties and perused the paper book with their able assistance.

11. In the case of *Escorts Limited v. Presiding Officer, 1997(11) SCC 521*, Hon'ble Supreme Court observed as under: -

“4. *We do not consider it necessary to go into the*

*question whether the workman had worked for 240 days in a year and whether Sundays and other holidays should be counted, as has been done by the Labour Court, because, in our opinion, Shri Shetye is entitled to succeed on the other ground urged by him that the termination of services of the workman does not constitute retrenchment in view of clause (bb) in Section 2(oo) of the Act. Clause (bb) excludes from the ambit of the expression "retrenchment" as defined in the main part of Section 2(oo) "termination of the services of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein". The said provision has been considered by this Court in **M. Venugopal v. Divisional Manager, LIC, (1994) 2 SCC 323**. The appellant in that case had been appointed on probation for a period of one year from 23-5-1984 to 22-5-1985 and the said period of probation was extended for further period of one year from 23-5-1985 to 22-5-1986. Before the expiry of the said period of probation, his services were terminated on 9-5-1986. It was held that since the termination was in accordance with the terms of the contract though before the expiry of the period of probation it fell within the ambit of Section 2 (oo) (bb) of the Act and did not constitute retrenchment. Here also the services of the workman were terminated on 13-2-1987, as per the terms of the contract of employment contained in the appointment letter dated 9-1-1987 which enabled the appellant to terminate the services of the workman at any stage without assigning any reason. Since the services of the workman were terminated as per the terms of the contract of employment, it does not amount to retrenchment under Section 2 (oo) of the Act and the Labour Court was in error in holding that it constituted*

retrenchment and was protected by Sections 25 F and 25 G of the Act...”

12. In ***Harmohinder Singh v. Kharga Canteen, Ambala Cantt., 2001(3) SCT 758***, Hon'ble Supreme Court observed as under: -

*“15. The argument on the basis of Section 25-F is equally misconceived. This section deals with conditions precedent to retrenchment of workmen. It would not apply to para 3A because of the definition of retrenchment in Section 2(oo)(bb) which expressly excludes "termination of the service of a workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained thereon." Contracts of service for a fixed term are, therefore, excluded. This Court in Uptron's case (supra) has also held that the principles of natural justice are not applicable where the termination takes place on the expiry of the contract. The decision of a Learned Single Judge of the Punjab and Haryana High Court in ***Barbir Singh v. Kurukshetra Central Cooperative Bank Ltd., 1990(1) LLJ 1990*** to the extent that it holds to the contrary is erroneous...”*

13. In ***Municipal Council, Samrala v. Raj Kumar, 2006(3) SCC 81***, Hon'ble Supreme Court examined the nature and scope of section 2(oo)(bb) and observed as under:-

“9. Section 2(oo)(bb) of the Industrial Disputes Act reads as under:

"2. Definitions. In this Act, unless there is anything repugnant in the subject or context, (oo) “retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of

*disciplinary action, **but does not include:***

*(a) voluntary retirement of the workman; or
(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or*

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein;"

10. Clause (oo)(bb) of Section 2 contains an exception. It is in two parts. The first part contemplates termination of service of the workman as a result of the non-renewal of the contract of employment or on its expiry; whereas the second part postulates termination of such contract of employment in terms of stipulation contained in that behalf. The learned Presiding Officer of the Labour Court as also the High Court arrived at their respective findings upon taking into consideration the first part of Section 2 (oo)(bb) and not the second part thereof. The circumstances in which the respondent came to be appointed have been noticed by us hereinbefore.

11. The appellant is a Municipal Council. It is governed by the provisions of a statute. The matter relating to the appointment of employees as also the terms and conditions of their services indisputably are governed by the provisions of the relevant Municipal Act and/or the rules framed thereunder. Furthermore, there is no doubt that the matter relating to the employment in the Municipal Council should be governed by the statutory provisions and thus such offer of appointment must be

made by a person authorised therefore. The agenda in question was placed before the Executive Council with a view to obtain requisite direction from it where for the said letter was written. The reason for such appointment on contract basis has explicitly been stated therein, namely, that one post was vacant and two employees were on leave and in that view of the matter, services of a person were immediately required in the Council. Thus, keeping in view the exigency of the situation, the respondent came to be appointed on the terms and conditions approved by the Municipal Council.

12. We have noticed hereinbefore that the respondent understood that his appointment would be short-lived. He furthermore understood that his services could be terminated at any point of time as it was on a contract basis. It is only in that view of the matter, as noticed hereinbefore, that he affirmed an affidavit stating that the Municipal Council of Samrala could dispense with his services and that they have a right to do so.

*13. In the decision of this Court in **S.M. Nilajkar v. Telecom Distt. Manager, (2003) 4 SCC 27**, whereupon the learned counsel for the respondent placed strong reliance, this Court was concerned with a different fact situation obtaining therein. In that case, a scheme for absorption of the employees who were appointed for digging, laying cables, erecting poles, drawing lines and other connected works was made which came into force with effect from 1-10-1989, and only those whose names were not included for regularisation under the said scheme, raised disputes before the Assistant Labour Commissioner, Mangalore. The termination of the services of casual mazdoors by the management of Telecom District Manager, Belgaum, thus came to be questioned in the reference made by the appropriate Government in exercise of its power conferred upon it*

under Section 10 of the Industrial Disputes Act. This Court, having regard to the contentions raised by the respondents that the appellant therein was engaged in a particular type of work, namely, digging, laying cables, erecting poles, drawing lines and other connected works in the project and expansion of the Telecom Office in the district of Belgaum was of the opinion: (SCC p. 37, para 13)

"13. The termination of service of a workman engaged in a scheme or project may not amount to retrenchment within the meaning of sub-clause (bb) subject to the following conditions being satisfied:

(i) that the workman was employed in a project or scheme of temporary duration;

(ii) the employment was on a contract, and not as a daily-wager simpliciter, which provided inter alia that the employment shall come to an end on the expiry of the scheme or project;

(iii) the employment came to an end simultaneously with the termination of the scheme or project and consistently with the terms of the contract; and

(iv) the workman ought to have been apprised or made aware of the abovesaid terms by the employer at the commencement of employment."

14. The decision of this Court is not an authority for the proposition that apart from a project or a scheme of temporary duration, Section [2](#) (oo)(bb) of the Industrial Disputes Act will have no application. Furthermore, in the instant case, as has been noticed by this Court in S.M. Nilajkar itself, the respondent was categorically informed that as per the terms of the contract, the same

was a short-lived one and would be liable to termination as and when the appellant thought it fit or proper or necessary to do so. Yet again, this Court in view of the facts and circumstances prevailing therein had no occasion to consider the second part of Section 2 (oo) (bb) of the said Act.

15. There is neither any doubt nor any dispute that the terms and conditions contained in the offer of appointment on both the spells were the same. So far as the employment of a person in a Municipal Council which is "State" in the meaning of Article 12 is concerned, the same must be done in terms of the provisions of the statute and/or rules framed thereunder. The respondent therefore was not appointed on a permanent or a temporary basis. It is not the case of the respondent that while making an offer of appointment, the Municipal Council had complied with the requirements laid down in the statute or statutory rules or even otherwise the same was in conformity with Articles 14 and 16 of the Constitution.

16. For the reasons aforementioned we are of the opinion that the instant case is covered by the second part of Section 2(oo)(bb) of the said Act.

14. In the instant case, the learned Industrial Tribunal-cum-Labour Court, Rohtak, while deciding the reference, held as under:-

“12. I have given considerable thought to the arguments advanced by the Ld. ARs. Of both the parties and have also gone through the record of the case file.

13. Ld. AR for the petitioner has contended that the appointment of the petitioner was statutory appointment and co-terminus with the Self Financing Scheme. The petitioner discharged his duties in faithful manner and the Head of the Department, Advance Centre for Biotechnology, M.D. University, Rohtak was inimical

against the father of the workman and due to animosity and for vengeance, the workman was transferred from Bio Science Department to Advance Centre of Bio Technology. It was further argued that the Director Advance Centre for Bio Technology relieved the workman from the duty with immediate effect from 17.07.2007 in a malafide manner and the University on 17.06.2010 rejected the representation of the workman which is arbitrary, illegal, unconstitutional, malafide and against the provisions of law. He further argued that no charge-sheet was issued to the petitioner-workman as such the management has contravened the provisions of Section 25 F of the I.D. Act. He further argued that the management has also not adopted the procedure of last come first go principle and have also recruited new workers. As such violated the mandatory provisions of Section 25G and Section 25H of the Industrial Dispute Act.

14. Controverting the arguments Ld. AR for the respondents has argued that the appointment of the petitioner was on contractual basis. The work and conduct of the petitioner was not satisfactory and he was habitual of remaining willful absent from his duties. The petitioner was transferred in exigencies of the work load in the Departments and it was no sort of inimical or an act of vengeance on the part of the employer against the workman. He further contended that the workman remained under mental depression and was habitual of skipping from duty during the office hours. The workman was advised to report to the Establishment Branch for further posting, but he never turned up to attend the office after 19.07.2007 at his own sweet will. Thus the services of the workman were never terminated rather after expiry of his contractual extension, the same was not extended.

15. From the evidence on the file it comes out that the

contractual relationship of the petitioner comes to an end suo-moto on completion of prescribed tenure of the contract. The applicant did not report for work after 19.07.2007 and remained willful and unauthorized absent without any intimation and has voluntarily absented from the University services. Through one document i.e. Ex. D-18/M-18, the applicant moved an application for extension admitting therein that he continued to work in the department till July, 2007 and could not continue to work beyond July, 2007 due to illness and it has been further submitted that he remained under treatment of the Doctor for more than a year and for the last 6-8 months he is feeling completely well and in position to deliver goods. This letter is itself is sufficient to say that the petitioner remained willful/unauthorized absent from his duty.

16. It is further pertinent to mention here that the applicant reported the University authorities after a gap of about three years and the matter was considered by the University dated 17.06.2010 Ex. D-19/M-19. He was informed that he cannot be allowed to rejoin his duty at his own volition/ discretion as he never turned up in the University after submitting his formal joining report on 18.07.2007. As such the claimant ceased to be an employee of the University. Furthermore, the contractual appointment of the claimant has already ended on 30.09.2007. Though the petitioner has got his joining report diarized in office of registrar but it is extremely formal in nature as he never reported for duties thereafter and case of the petitioner is squarely covered under Section 2(00)(bb) in terms of appointment letter as well as Self Financing Scheme and it does not amount to retrenchment.

17. It is further pertinent to mention here that the past record of the petitioner had also not been upto mark. As

per report of the Head of Department of Bio Science Ex. D-3/M-3 the applicant willfully and unauthorizedly absented himself w.e.f. 30.07.2004 from the duty and vide registered Ex. D-4/M-4 he was directed to resume his duties and vide EX. D-5/M-5. The workman was given leave to kind due and he also apologized for his conduct vide Ex, D-6/M-6. He was put on explanation on account of remaining absent from duty and before submitting the reply the Head of the Department vide letter dated 24.08.2004 (Ex.D-7/M-7) conveyed the claimant that he never stays in the Department after signing the attendance register during the working hours, but there was no improvement in his case and he was again advised to stay in the laboratory. In response to this, the applicant vide his application dated 07.09.2004 (Ex.D-8/M-8) assured that he will attend his duties to the satisfaction of his superiors in the laboratory. On this the absence period was also treated as Extra Ordinary Leave without pay with a specific warning not the repeat such things in future vide Ex.D-9/M-9 dated 18.10.2004. Thereafter, after joining his duties on 01.07.2006, he again remained absent from duties unauthorizedly from 10.01.2007 to 21.01.2007 and father of the applicant vide request dated 29.01.2007 submitted to the Director that his son (Amit Jain) working in laboratory remained under mental depression since 10.01.2007 and he got checked him up in Medical College on 22.01.2007 and he was advised rest for a week vide Ex.D-11/M-11. On this he was warned not to proceed on leave without permission vide Ex.D-12/M-12 (joining report). In spite of all this he was given extension for a period of three months beyond 30.06.2007. This act of the University goes to show that there was no ill-will of the University against the claimant and the University was kind enough and liberal towards the applicant in all respects. In view of the facts

discussed above the arguments raised by Ld. AR for the petitioner that the University authorities was having any ill-will against the claimant and his father is merit less.

18. The petitioner has also alleged violation of provisions contained under Sections 25-G and 25-H of the Act submitting that at the time his services were terminated, junior employees to him were retained and thereafter new recruitment to the post was made without affording him an opportunity of re-employment but he did not lead any evidence to prove said fact. He did not disclose the name of any person who according to him was junior to him and was retained at the time of terminating his services or was recruited thereafter. Therefore, violation of provisions contained under Section 25-G and 25-H of the Act is also not proved. This issue is, therefore, decided against the petitioner.

Relief

19. For the reasons discussed hereinbefore, the petitioner has not been found entitled to any relief and, therefore, reference made to this court stands decided accordingly against the petitioner. File be consigned to record-room after due compliance.”

15. When the case in hand is considered in the light of the legal position indicated above, it is manifest that the petitioner was appointed as a Lab Attendant on contractual basis for a period of three years and the terms and conditions of engagement of petitioner as per his appointment letter dated 27.06.2003 reads as under:-

“i) This contractual engagement will be for a period of three years in first instance or till such time the post is required on the basis of report of State Govt. according to workload norms whichever is earlier.

ii) You will be paid a consolidated salary on the basis of total emoluments worked out on the basis of minimum

of the pay scale of Rs.3050-4500 prescribed for regular post inclusive of all allowance i.e. DA, HRA etc.

iii) That this engagement is purely on contractual basis and is of contingent nature and not against any substantive post.

iv) That this engagement on contractual basis can be terminated on one month's notice or one month's salary in lieu thereof from either side.

v) That your headquarter will be at Rohtak.

vi) You can be assigned any other duties in addition to your own duties, which you will have to perform without any additional remuneration.

vii) That you shall have no claim whatsoever of this contractual engagement / appointment to any other post in the University.

viii) That you will not be entitled to grant of any other financial benefits over and above the consolidated salary e.g. C.P.F., Pension, Gratuity, Earned Leave, Medical Reimbursement etc.

ix) You will be entitled to 15 days Casual Leave and 10 days leave on medical grounds in one academic session and such leave will not be accumulated.

2. The other terms and conditions of this engagement in so far as these are not specified above, will be governed by the rules and regulations approved by the Executive Council vide Resolution No.40 dated 1/6-6-2002 or as are made applicable from time to time.

3. If you accept the above terms and conditions of your engagement you are directed to report for duty to the Head Dept. Of Bio Science, M.D. University, Rohtak w.e.f. 1.7.2003 or within 10 days thereof failing which this offer of contractual appointment/ engagement shall be treated as cancelled without further communication.

4. No TA/DA will be paid for joining this engagement."

16. It is evident that vide letter dated 14.06.2006 and letter dated 03.07.2007 (Annexure P-3 and P-5 respectively), that the contractual appointment of petitioner was extended by one year and then by three months vide Annexure P-3 and P-5 respectively; on same terms and conditions of initial engagement as communicated to petitioner vide letter dated 27.06.2003.

17. A perusal of above extracted terms and conditions of engagement of petitioner by respondent-University would show that the petitioner was very well aware that his engagement was purely contractual and the same was of contingent nature and not against any substantive post. Petitioner was aware that his appointment would be short lived and also that petitioner's engagement could be terminated on one month's notice. It was explicitly made known to the petitioner that he shall have no claim of the contractual engagement/appointment to any other post in University and further that petitioner would not be entitled to any other financial benefit over and above the consolidated salary.

Apart from the above, it is not disputed by learned Senior counsel appearing for the petitioner that the last extension of contractual engagement of the petitioner by respondent-University was given vide letter dated 03.07.2007 (Annexure P-5) for a period of three months beyond 30.06.2007 i.e. upto 30.09.2007. Thus, the contractual engagement of the petitioner came to an end w.e.f. 01.10.2007. It also appears that the petitioner did not come present in University after 18.07.2007 and on a subsequent letter / representation by petitioner on 30.04.2010, the petitioner was informed by University vide its letter/ communication dated 17.06.2010 (Annexure P-10) that his contractual appointment already stands expired on

30.09.2007.

18. In my considered view, the instant case is covered by the provisions of Section 2 (oo)(bb) of the said 1947 Act and keeping in view the observations of Hon'ble Supreme Court in the case of **Escorts Limited (supra)**, **Harmohinder Singh case (supra)** and case of **Municipal Council, Samrala (supra)**; since the termination of services of the petitioner does not amount to “retrenchment” in terms of section 2(oo)(bb) of 1947 Act, therefore, the provisions of section 25F, 25G and 25H would have no application to the case in hand.

19. In view of the above discussion, I do not find any merit in this writ petition and the same is accordingly dismissed.

20. All pending applications (if any) shall stand closed.

04.01.2024
Himani

(HARSH BUNGER)
JUDGE

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|--------------------------------|--------|
| 1. Whether speaking/reasoned : | Yes/No |
| 2. Whether reportable : | Yes/No |