



CWP-10699-2018

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

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CWP-10699-2018

Date of Decision: 08.08.2024

Bhajan Lal Sharma

...Petitioner(s)

Versus

State of Haryana and others

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE TRIBHUVAN DAHIYA

Present:- Mr. Yesh Pal Malik, Advocate for the petitioner

Mr. Rohit Arya, Deputy Advocate General, Haryana

Mr. Mohak Bhadana, Advocate and Mr. Satyaveer Singh,
Advocate for respondents no.4 to 6

TRIBHUVAN DAHIYA, J. (Oral)

The petition has been filed, *inter alia*, seeking a writ of *certiorari* quashing the judgment dated 15.01.2018, Annexure P-11, passed by the Education Tribunal, Faridabad, as also the order dated 28.05.2013, Annexure P-6, whereby the petitioner was relieved from service.

2. Facts of the case in brief are, the petitioner was appointed as part-time Lecturer in History at Aggarwal Senior Secondary School, Ballabgarh, Faridabad, run by the fourth respondent/ Management Committee with effect from 24.07.1995 for teaching standard 11 and 12. It was on consolidated salary, and for limited period. The period of engagement was extended from time to time by issuing separate appointment letters between 31.08.2003 to 13.05.2013,

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Annexures R-2 and R-3. He was working under Self-financing Scheme, and the School was getting grant-in-aid from the Government for classes up to standard 10 only; for 11 and 12 standard, it was not receiving any grant. Later, the petitioner was relieved from service as part-time Lecturer vide letter dated 28.05.2013. He challenged the same by filing an appeal before the Education Tribunal, which was dismissed vide impugned judgment dated 15.01.2018.

3. Learned counsel for the petitioner, Mr. Malik, contends that the petitioner had been wrongly relieved in violation of the terms of his appointment, without giving any show cause notice. The order is, therefore, illegal, and he is entitled to be reinstated in service, or adequate compensation in *lieu* thereof needs to be awarded. It has further been contended that the petitioner was wrongly treated as a part-time teacher, though he was working on regular basis and was assigned full workload of a regular Lecturer.

4. Mr. Bhadana, learned counsel for the fourth and fifth respondent/ Management, on the contrary, contended that the petitioner had been working as a part-time employee under Self-financing Scheme, and was relieved from service on account of decreased workload. He further contended that there was no violation of the terms of appointment in relieving the petitioner. The terms of earlier letters of appointment cannot be relied upon by him, since the same stood substituted by the letters of appointment issued later from time to time after renewing the contract of engagement. Also, he was informed by the School vide letter dated 13.05.2013, Annexure R-3, that due to decrease in workload his services were required only for one period/class from 09:15 am to 10:00 am, and that salary would be proportionately paid. Subsequently, the students' strength decreased further and it became unviable for the School to retain him

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standard 11 and 12 was given to the District Education Officer also vide letter dated 17.10.2013, Annexure R-4. Therefore, the Management had no option but to relieve the petitioner.

5. Heard.

6. Submissions made by Mr. Malik that the petitioner was relieved from service in violation of the terms of contractual appointment, has not been established on record. Learned counsel could not point out any of the terms of appointment that had been violated by the Management in relieving him from service, nor could he dispute that the petitioner was being re-engaged on contract basis from time to time on fresh terms. It has also not been disputed that there was decrease in workload for the petitioner on account of depleting students' strength for standard 11 and 12, for which his services had been engaged. Assigning of extra classes or additional workload to the petitioner would not change the nature of his engagement, which was determined by the letter(s) of contractual/part-time appointment issued to him from time to time.

7. Besides, all these aspects have been duly considered by the Tribunal in the impugned judgment, which is well-reasoned and calls for no interference. Relevant paragraphs whereof are as under:

9. In this factual situation, now it is necessary to examine whether the petitioner was a regular employee, ad-hoc employee or a contractual employee. In para no.1 of the petition, the petitioner himself admitted that he was initially employed on consolidated salary. His services were to be regularized subsequently. As per stand of the respondents, the petitioner was appointed as a contractual employee. The petitioner has placed on record his appointment letters dated 31.8.2003, 1.7.2004, 31.7.2004, 1.7.2005, 1.7.2006, 1.4.2007, 1.7.2007, 1.4.2008, 1.7.2008, 1.4.2009, 1.7.2009, 1.4.2010, 1.7.2010, 1.4.2011,

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I attest to the accuracy and
authenticity of this order/judgment



aided staff in Haryana including respondent no.4 who were working against the sanctioned aided posts. It is not the case of the petitioner that his post was sanctioned one or aided one. In fact, he was serving the respondent institution as part time lecturer under the Self Financed Scheme. In view of the matter also at this juncture he can not claim his right or lien even against the post of History lecturer which is no more in existence on account of closure of 10+1 and +2 classes.

8. The petition is devoid of merit and stands dismissed.

(TRIBHUVAN DAHIYA)
JUDGE

08.08.2024
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Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No