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IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-4146-2011 (O&M)

Date of Decision:19.01.2024

GURMIT SINGH AND OTHERS

.....Petitioners

V/s.

STATE OF PUNJAB AND OTHERS

.....Respondents

CORAM: HON'BLE MR. JUSTICE SANJEEV PRAKASH SHARMA

Present: Mr.G.K. Mann, Senior Advocate assisted by
Mr. Anmol Jeevan Singh Gill, Advocate and
Ms. Komal Balan, Advocate, for the petitioner.

Mr. D.K. Singal, Addl. A.G., Punjab.

Mr. M.K. Dogra, Advocate for respondent No.3.

Mr. Sameer Sachdeva, Advocate for respondents No.4 and 5.

SANJEEV PRAKASH SHARMA, J. (Oral)

1. The dispute raised by the petitioners in this Writ Petition is with regard to the claim of arrears of salary for the period w.e.f. 01.01.1996 upto 31.12.1999.

2. It is stated that the revised pay scales, as applicable to the petitioners, were brought into force w.e.f. 01.01.1996. The Amardeep Singh Shergill Memorial College (respondent-College) was in deep financial distress at that time, therefore, the amount was not released to the petitioners for the period 01.01.1996 upto 31.12.1999. The respondent-College was subsequently taken over by the Guru Nanak Dev University, Patiala (respondent-University) upon entering into a Memorandum of Understanding (MoU) dated 04.05.2007. As per the MoU, the University took over the Administration, Governance, Management and Ownership of the College along with its assets and liabilities as on the date.

3. Learned counsel for the petitioner submits that she does not press the present Writ Petition on behalf of petitioners No.1 to 4, 6 and 7. In view therefore, the claim of the petitioners No.1 to 4, 6 and 7 is rejected. So far as the petitioner No.5 is concerned, it is informed that she is still performing her duties with the respondent-University and therefore, learned counsel for the petitioner(s) submits that her claim survives as against the respondent-University.

4. Learned counsel for the petitioners has invited attention of the Court to Clause (E) and (G) of the MoU to submit that the respondent-University is required to pay the arrears of salary for the intervening period w.e.f. 01.01.1996 upto 31.12.1999.

5. Learned counsel for respondents No.4 and 5 (respondent-College) has filed their reply and learned counsel submits that as the entire assets of the respondent-College were taken over by the University, no claim as against respondents No.4 and 5 is made out as all the liabilities had also been taken over by the University.

6. Learned counsel appearing on behalf of the respondent-University submits that the University has taken over the assets and liabilities as on the date the MoU was signed and on the said date, there was no such claim set up by the petitioner nor the respondent-College informed about the entitlement of the petitioner. The claim of the petitioner No.5 has been filed only in the year 2011, and the respondent-University has already paid the regular salary to the petitioner after the respondent-College was taken over. The claim, if any, ought to have been taken-up by the respondent-College at that relevant time.

7. I have considered the submissions of the learned counsel for the parties and find that the petitioner No.5's claim for the arrears of salary w.e.f. 01.01.1996 upto 31.12.1999 arose after the new pay scales were made applicable to the privately affiliated aided colleges vide notification dated 24.03.1999. After the said date, it was the responsibility of the respondent-College Management to have released the arrears of salary for the said period.

8. It is also noticed that after December 1999, petitioner No.5 has been paid the revised pay scales till 2007, but the claim for arrears for the period w.e.f. 01.01.1996 upto 31.12.1999 had not been set up by her. Even after the respondent-College was taken over by the respondent-University, the claim was not set up by her.

9. It is also noticed that one petitioner No.6-Gurmail Singh (whose claim is not pressed), had submitted a representation to the respondent-University, but it appears that he was an ex-employee and therefore, his claim was rejected by the respondent-University. Representation on behalf of petitioner No.5 was never taken up. It is to be noticed that even in the legal notice, the claim of petitioner No.5 was never taken up. Thus, she has herself acquiesced and left her claim and it is only now by filing this Writ Petition that she has claimed for the arrears. The Writ Petition suffers from gross delay and laches and it cannot also be said that it is a continuous cause of action as the petitioner No.5 has been paid actual salary under the revised pay scale from time to time.

10. The Writ Petition, therefore, fails, and is **dismissed** accordingly.

11. All pending applications in this Writ Petition stand disposed of accordingly.

January 19, 2024
Ess Kay

[SANJEEV PRAKASH SHARMA]
JUDGE

Whether speaking / reasoned	:	Yes	/	No
Whether Reportable	:	Yes	/	No