

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

227/A

**CWP No.20339 of 2021
Date of Decision : 19.3.2024**

*Atul Saharan**..... Petitioner**versus**State of Haryana and others**..... Respondents*

CORAM: HON'BLE MR. JUSTICE TRIBHUVAN DAHIYA

Present: Mr. Jasbir Mor, Advocate, for the petitioner

Mr. Suneel Ranga, DAG, Haryana

Mr. Kuldeep Sheoran, Advocate, for respondents no.2 and 3 /
University

TRIBHUVAN DAHIYA J. (ORAL):

The petition has been filed, *inter alia*, seeking a writ of *certiorari* quashing the order dated 5.10.2020, whereby the petitioner's contractual appointment on the post of Assistant Professor-Physical Education has been terminated due to alleged joining of regular faculty.

2. Learned counsel for the petitioner contends that the petitioner was engaged on 25.9.2018 as contractual Assistant Professor-Physical Education against a regular sanctioned post in the respondent/University for academic session 2018-19. However, he remained in service thereafter and, vide notification dated 30.5.2019, his engagement was continued till further orders or appointment of faculty on regular basis, whichever was earlier. Later, the University issued advertisement for engagement of eight Assistant Professors Physical Education on permanent basis. However, only seven could be selected who joined service, leaving one post vacant.

Still, the petitioner was disengaged, and was not allowed to work against the vacant post for no reason. Not only that, to fill-up the vacant post on contract basis, the University issued advertisement no.1 of 2021, dated 5.1.2021, Annexure P-9, inviting applications for walk-in interview. Replacement of a contract employee by another being against the settled law, the advertisement was challenged by filing the connected petition, CWP No.1124 of 2021, titled *Mukesh Kumar v. Chaudhary Ranbir Singh University, Jind and another*. This Court restrained the University from filling-up the post during pendency of the petition. However, the advertisement was withdrawn, leading to disposing of the petition as infructuous, vide order dated 19.3.2024. In these circumstances, the post remained vacant as no contractual appointment could be made, nor was it filled-up by appointing any regular faculty.

3. These facts have not been disputed by learned counsel for the University. He, however, contends that on account of division of workload of the vacant post amongst the seven regularly selected faculty members, there is no requirement for making a contractual appointment at this stage.

4. Heard.

5. Mere distribution of additional workload amongst the regular faculty will not rob the petitioner of the right to continue on contract basis till regular appointment is made against the post. It rather shows a blatant attempt by the University to justify the wrong act in disengaging the petitioner on the pretext of appointing a regular faculty, which never happened. The endeavour to replace him with another contractual appointee also could not materialise due to this Court's intervention in the

connected petition, CWP No.1124 of 2021. The fact remains, workload for one post is still unmet, though shown to be additionally assigned to other faculty members, and the post also remains vacant. Therefore, there is no justification not to re-engage the petitioner till a regularly selected teacher joins the post.

6. In view thereof, the petition is allowed and the impugned order, dated 5.10.2020, is set-aside, directing the University to re-engage the petitioner on contract basis on the same terms as he was earlier working, within a week from receiving a certified copy of the order. No order as to costs.

(TRIBHUVAN DAHIYA)
JUDGE

19.3.2024
Ashwani

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