



**CWP-19500-2022 (O&M) and
CWP-19498-2022 (O&M)**

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IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP-19500-2022 (O&M)

Date of Decision: November 21, 2024

Sumanjit Kaur and others

.... Petitioners

Versus

State of Punjab and others

.... Respondents

CWP-19498-2022 (O&M)

Narinder Khullar and others

.... Petitioners

Versus

State of Punjab and others

.... Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

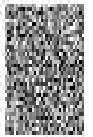
Present: - Mr. R. K. Arora, Advocate
for the petitioners.

Mr. Satnam Preet Singh Chauhan, DAG., Punjab.

HARSIMRAN SINGH SETHI, J. (ORAL)

1. In the present bunch of petitions, the grievance raised by the petitioner is that the petitioners are entitled for the relaxation to be provided keeping in view the fact that the petitioners are working on contractual basis on the posts which are now being advertised vide advertisement dated 18.08.2022 and 17.08.2022, respectively, copy of which has been appended as Annexure P-12 and P-13 respectively.

2. Learned counsel for the petitioners argues that petitioners are working against the post of Lecturer in the Mechanical Engineering and Lecturer in Medical Laboratory Technology and therefore they claim that while considering their candidature against the said advertised posts which were advertised vide



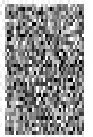
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advertisement dated 18.08.2022 and 17.08.2022, respectively, they be given extra benefit in terms of relaxation qua the other candidates so that, adequate benefit is given in view of their service rendered while working on contractual basis with the respondent-State. The further prayer of the petitioners is that they are entitled for relaxation in age to compete for the post in question.

3. Upon notice of motion, reply has been filed wherein, it has been mentioned that the petitioners are not working on contractual basis but on part time basis keeping in view of the need and they are being paid on the basis of the lecture being provided by them and their services are being taken keeping in view the number of lectures being provided by them and there is no fixed salary which is being paid to the petitioners and remuneration is only given keeping in view the number of lectures which are delivered by each of the petitioners as and when required. The further assertion of the respondent-State is that after the appointment of the petitioners, the posts in question were advertised in the year 2015 and the petitioners competed but failed to get selected and they continued to work on part time basis, and therefore, it cannot be said that they are only getting chance to compete for the post in question in pursuance to the advertisement dated 18.08.2022 and 17.08.2022 annexed along with the present petition as Annexure P-12 and P-13 respectively for the first time after their engagement on part time basis hence, once, the petitioners have already competed for the regular selection and failed, they cannot raise any grievance on the ground that due to rendering of the services on part time basis, their right to be considered for regular appointment has diminished as the posts were never advertised after their appointment on part time basis.

4. Learned counsel for the respondent submits that whosoever petitioner, is eligible under the Rules, they have already applied and are being considered and



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out of total petitioners in both petitions, only one petitioner i.e. Narinder Khullar, is over age and rest of them are within the age prescribed to compete for the post and in case they have applied, they will be considered on the merit obtained by them.

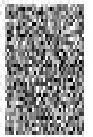
5. Learned counsel for the respondent further submits that as of now, the selection process is already over and only the select list is to be prepared for giving appointment to the candidates in question.

6. I have heard learned counsel for the parties and have gone through the record of the case with their able assistance.

7. The question which has been posed by the petitioners is whether, they are entitled for relaxation as being claimed by them and also the weightage for working on part time basis. The reliance is placed on the judgment of Hon'ble the Supreme Court in University of Delhi Vs. Delhi University Contract Employees Union and others passed in Civil Appeal No. 1007 of 2021 decided on 25.03.2021.

8. Learned counsel for the petitioners submits that keeping in view the finding recorded by Hon'ble the Supreme Court on India in paragraph 12 and 13 of the judgment, the petitioners should also be given benefit of the same. By placing reliance on paragraph 13 of the judgment, it is being urged that the petitioners be given weightage of marks over and above the marks secured by them in the written examination, which is the basis for selection, so as to consider their claim for appointment. For each year of service rendered, the petitioners are claiming the benefit of weightage as given by the Hon'ble Supreme Court in paragraph 13 of the judgment in University of Delhi's case (supra).

9. It may be noticed that in the present case, the petitioners are not working on contractual basis i.e. for whole of their duration. The services of the



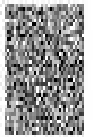
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petitioners are only utilized by the respondent as and when required keeping in view the lecture required to be imparted by the petitioners. The petitioners are not working in whole term appointment even on the contract basis. It is also a conceded fact that the petitioners are being paid salary on the basis of lectures being delivered by them and not any consolidated salary admissible on contract basis. Once, there is a difference between the nature of appointment of the petitioners herein and the employees who are working with the University of Delhi, the petitioners cannot claim equivalence so as to claim the benefit of paragraph 13 of the judgment in **University of Delhi's case (supra)**.

10. Not only this, there are other differentiating facts which persuade this Court not to accept the prayer of the petitioners so as to grant the benefit as granted by the Hon'ble Supreme Court of India in paragraph 13 in **University of Delhi's case (supra)**. In the said case, nothing has come on record which shows that after the contract appointment, the posts on which the contractual employees were working, were ever advertised so as to consider their claim and they had rendered the service on contract basis continuously and in order to give certain benefits the Hon'ble Supreme Court of India directed the Delhi University to give weightage to those employees. The facts in the present case are different as the petitioners are only working as lecturer on part time basis and that too as and when required, they are not in continuous appointment of the respondent-State and has already competed for regular appointment in the year 2019 but failed.

11. Apart from this, in the judgment of **University of Delhi's case (supra)** the candidates never got any opportunity to get themselves selected prior to the selection process in which, weightage was directed to be given. In the present case, the petitioners competed for the same post while working on part



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time basis, which were advertised in the year 2015 but failed to get themselves selected. That being so, the petitioners have already availed a chance for regular selection prior to the selection which is being undertaken in pursuance to the advertisement dated 18.08.2022 and 17.08.2022, (Annexure P-12 and P-13) respectively.

12. The last distinguishing point between the case of the petitioners and the respondents in University of Delhi's case (supra) is that the selection process was not over when the direction was given by the Hon'ble Supreme Court which is clear from the language of paragraph 13 wherein, the direction was given that grant of weightage to the contractual employees should be mentioned for the knowledge of the others whereas, in the present case, the selection process is over and the selection is to be made on the basis of written examination which written examination has already been conducted, and in case, now the petitioners are given the benefit of weightage, they will score a march over the other candidates, who are also fulfilling the minimum required qualification. Grant of the benefit to the petitioners now, will take away the right of the other candidates, who might be having more marks in the written examination but by the grant of weightage, they might be ousted from the zone of selection and such candidates are not before this Court so as to pass an order contrary to their interest.

13. Keeping in view the above, the benefit being sought by the petitioners by placing reliance on the judgment passed by the Hon'ble Supreme Court in University of Delhi's case (supra) cannot be extended keeping in view the facts differentiating the claim.

14. With regard to the grant of age relaxation to the petitioner No.1, in CWP-19498-2022, who has already attained the age of 42 years whereas, the minimum age required to compete for the advertisement dated 18.08.2022 and



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17.08.2022 (Annexure P12 and P-13) respectively is 37 years, it may be noticed that the petitioner No.1 had a chance to compete for the post when advertised in the year 2015. Once the petitioner has availed the said opportunity, now he cannot revert back to claim another opportunity on the ground that he has become overage.

15. No ground is made out to interfere in the present writ petition.
The writ petitions are accordingly dismissed.

16. A photocopy of this order be placed on file of other connected case.

17. Pending applications, if any, are also disposed of.

November 21, 2024
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(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned	Yes
Whether Reportable	No