



CWP-5358-2018

-1-

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

231

CWP-5358-2018 (O&M)
Date of Decision :22.07.2024

Dr. Sat Paul Sharma**...Petitioner**

Versus

**Guru Angad Dev Veterinary and Animal Sciences
University Ludhiana and others**

....Respondents**CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI**

Present: Mr. S.K. Sharma, Advocate for the petitioner.

Mr. Arun Gupta, DAG, Punjab.

* * *

Harsimran Singh Sethi, J. (Oral)

In the present petition, prayer of the petitioner is that one months' salary, which was kept as service security from first salary as admissible to the petitioner, has not been refunded to the petitioner despite the fact that before leaving the job the petitioner had given one month notice.

Learned counsel for the petitioner submits that as one months' notice was given by the petitioner before leaving the job, the respondents are under an obligation to grant the petitioner refund of the service security.

Upon notice of motion, the respondents have filed reply wherein, it has been stated that the petitioner and the respondents had entered into an agreement dated 02.07.2013 (Annexure P-1) and as per Clause-10 of the said agreement between the parties in case, the petitioner



CWP-5358-2018

-2-

leaves the job before the expiry of his term of job, service security will not be refunded and merely that petitioner has given one months' notice will not entitle the petitioner the benefit of refund of service security.

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

It is not disputed by the learned counsel for the petitioner that petitioner as well as respondent-Institute entered into an agreement on 02.07.2013. Clause-10 of the said agreement is as under

“10. One months' salary against notice period would be deducted in one installment as service security from your first salary. In case you leave the job before the time for which you have been appointed, your service security would not be refunded, otherwise it would be refundable as per rules.”

Bare reading of Clause 10 of the agreement dated 02.07.2013 would show that in case, the petitioner leaves the job before completing the term of appointment, service security is not to be refunded.

Learned counsel for the respondents concedes the fact that before completion of term of appointment, the petitioner had submitted resignation though, one months' notice was given.

Be that as it may, once, the petitioner failed to serve the respondent upto the term of his appointment keeping in view the agreement between the parties, the respondents have rightly not refunded the service security to the petitioner.

Keeping in view the facts and circumstances recorded hereinbefore, no ground for interference by this Court is made out and the



CWP-5358-2018

-3-

writ petition is accordingly dismissed.

Civil miscellaneous application pending, if any, is also disposed of.

July 22, 2024
aarti

(HARSIMRAN SINGH SETHI)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/Nor