



CWP-37400-2019 & connected cases 1

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

(238)

CWP-37400-2019

Date of Decision : September 09, 2024

**The Managing Committee of A.S. High School Khanna Trust and
Management Society and another**

.. Petitioners

Versus

The Educational Tribunal, Punjab and others

.. Respondents

(2)

CWP-37377-2019

**The Managing Committee of A.S. High School Khanna Trust and
Management Society and another**

.. Petitioners

Versus

The Educational Tribunal, Punjab and others

.. Respondents

(3)

CWP-37427-2019

**The Managing Committee of A.S. High School Khanna Trust and
Management Society and another**

.. Petitioners

Versus

The Educational Tribunal, Punjab and others

.. Respondents

CORAM: HON'BLE MR. JUSTICE HARSIMRAN SINGH SETHI

Present: Mr. Puneet Gupta, Advocate, for the petitioners.

Mr. Charan Preet Singh, Assistant Advocate General, Punjab.

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Mr. Rohit Dheer, Advocate, for respondent No.2.

Mr. B.K. Sidhu, Advocate, for respondent No.5.

HARSIMRAN SINGH SETHI J. (ORAL)

1. By this common order, three writ petitions, the details of which have been given in the heading, are being disposed of as all these petitions involve the same question of law on similar facts.
2. In the present writ petitions, the grievance being raised by the petitioner-Institute is that the order passed by the Educational Tribunal, Punjab granting the respondent-employees the benefit of salary as per their appointment order, is not correct and the said order passed by the Educational Tribunal, Punjab is liable to be set aside.
3. Learned counsel for the petitioners submits that though the respondent-employees were appointed on contractual basis but in the appointment order, they were to be given regular pay scale of Rs.15,600-39100 + Grade Pay of Rs.6000/-.
4. Learned counsel for the petitioners further submits that the respondent-employees continued working but they were never paid the said pay scale till they rendered resignation and after tendering the resignation, the present proceedings were initiated by the respondent-employees before the Educational Tribunal, Punjab so as to get the salary in terms of their appointment order and without appreciating all the facts that once the employee has resigned, he will lose all the earlier benefits, the direction has been given to grant the salary in terms of the appointment order for the period the respondent-employee(s) has worked.

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5. Learned counsel for the petitioners further submits that the Tribunal has ignored the settled principle of law on the issue settled by this Court in ***CWP No.16867 of 1989 titled as Canara Bank Circle Office, Chandigarh vs. Presiding Officer, Central Govt, Industrial Tribunal-cum-Labour Court, Chandigarh, decided on 10.09.1993*** as well as the order passed by the Hon'ble Supreme Court of India in ***Civil Appeal No.1892 of 2015 titled as State of Madhya Pradesh and others vs. Hitkishore Goswami, decided on 16.02.2015***.

6. Learned counsel for the respondent-employee(s) submits that once, as per the terms and conditions of the appointment order, the respondent-employee(s) were to be paid the regular salary along with grade pay and the respondents concededly have not been paid the said salary, the respondent-employee(s) were very much entitled for the salary as per the terms and conditions of the appointment and the Tribunal has only allowed the same and therefore, the order passed by the Educational Tribunal, Punjab is liable to be upheld.

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

8. It is not disputed that the respondent-employee(s) were appointed in a regular pay scale of Rs.15,600-39100 along with Grade Pay of Rs.6000/- though, it was mentioned that the same is contractual. Once, the Institute itself had appointed the respondent-employee(s) in a regular pay scale, merely that the appointment was termed contractual, does not mean that the respondent-employee(s) will not be entitled for the pay, in the pay scale as per the terms and conditions of the appointment. The terms and

conditions of the appointment will be binding on both the parties and

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therefore, once the petitioner-Institute itself chose to appoint respondent-employee(s) in a particular pay scale even while granting contractual appointment, the denial of the regular pay scale has rightly been enforced by the Tribunal in favour of respondent-employee(s) so as to pay them the salary which they are entitled for in terms of the appointment order so as to mitigate their financial hardship.

9. The argument of the learned counsel for the petitioners that resignation will take away all the rights, will not amount to the service which an employee has already rendered for claiming the salary of the same. The service can be taken off for other purposes but not with regard to the payment of the salary for the period in question. Once the respondent-employee(s) have actually rendered service with the petitioners, the resignation thereafter will not take away their right to claim the entitled salary for the period they have discharged the duties in accordance with the terms and conditions of the appointment order, which have only been enforced by the Educational Tribunal, Punjab vide impugned order.

10. With regard to the law being relied upon by the learned counsel for the petitioners, it may be noticed that the ***Canara Bank Circle Office' case (supra)***, the dispute was with regard to the resignation given by an employee. The employee was claiming the withdrawal of the resignation whereas, the employer contended that the employee has resigned and therefore, after the resignation, the employee will not be entitled for any salary whereas, in the present case, the salary being claimed is for the period prior to the resignation when concededly the services had been rendered by the respondent-employee(s) hence, the said judgment will not be applicable



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in the facts and circumstances of the present case.

11. With regard to the judgment in ***Hitkishore Goswami's case (supra)***, the claim of the employee was that after his resignation, the pay scale of the post, had been enhanced and therefore, he should be given the benefit of enhanced pay scale which was declined on the ground that the employee had already resigned prior to the enhancement of the pay scale whereas, the facts in the present case are entirely different and are not covered by the judgment in ***Hitkishore Goswami's case (supra)***, as the respondent-employee(s) are only claiming the benefit of salary for the period the employee(s) have discharged the duties and that too in accordance with the terms and conditions of the appointment order.

12. No other argument was raised.

13. Keeping in view the above, no ground is made out for any interference in the facts and circumstances of the present case.

14. Accordingly, all the writ petitions are dismissed.

15. A photocopy of this order be placed on the file of other connected cases.

September 09, 2024
harsha

(HARSIMRAN SINGH SETHI)
JUDGE

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