

2025:PHHC:065305



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

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**CWP-176-2024 (O&M)
Date of Decision: 15.05.2025**

AJIT PAUL SINGH

... Petitioner

VERSUS

CENTRAL UNIVERSITY OF PUNJAB AND ANOTHER

... Respondents

CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJ.

Present: Ms. Sharmila Sharma, Advocate
for the petitioner.

Ms. Promila Nain, Sr. Panel Counsel
for the respondents.

VINOD S. BHARDWAJ, J. (ORAL)

Seeking setting aside of Advertisement dated 17.10.2023 issued by respondent No.1 i.e. Central University of Punjab qua Category No. 23 i.e. Senior Technical Assistant (Lab.) the instant writ petition has been filed on the ground that the petitioner himself was already selected and appointed pursuant to the Advertisement No.CUPB/NT/01(2015) after going through the regular recruitment process for direct recruitment, but yet the letter of appointment was arbitrarily and illegally issued for engagement by way of contractual service.

Learned counsel for the petitioner, submits that Advertisement No. CUPB/NT/01(2015) was earlier issued by the respondent-University for filling up various posts through direct recruitment. Among the categories notified

therein, Categories No.22 & 23, comprising the posts of Senior Technical Assistant (Computer) and Senior Technical Assistant (Lab.), alone are relevant for the adjudication of the present lis.

She further contends that pursuant to the said advertisement, the selection process was duly undertaken, and two candidates were recommended for the post of Senior Technical Assistant (Lab.). One amongst them, after having joined, later relinquished the post. It is urged that the petitioner, despite having participated in a process specifically held for regular appointment under direct recruitment, was nonetheless issued an appointment letter dated 17.10.2016 on a purely contractual basis in an arbitrary and illegal manner, thereby defeating the very object behind the process which he had rightfully cleared.

The learned counsel further draws the attention of this Court to the case of Davinder Singh and Yadvinder Singh Sodhi, who were selected for the post of Senior Technical Assistant (Computer) under the same advertisement and had been issued similar letter of appointment. Yadvinder Singh Sodhi approached this Hon'ble Court vide CWP No.7483 of 2017 aggrieved by the respondent-University's action in denying him regular appointment. It is submitted that the respondent-University, upon reconsideration of the matter, extended the benefit of regular appointment to Yadvinder Singh Sodhi, pursuant to a decision taken by the Executive Council in its resolution dated 24.05.2022. In pursuance thereof, CM-8471-CWP-2022 was filed for withdrawal of the writ petition by the said candidate.

The learned counsel further submits that Davinder Singh, the other similarly placed candidate, had also filed CWP No.23334 of 2016, which too was disposed of in light of the subsequent decision of the Executive Council taken in

its 35th meeting held on 11.01.2020, wherein it was resolved that the case of Davinder Singh would be treated at par with that of Yadvinder Singh Sodhi.

In this backdrop, it is contended that the petitioner, who was similarly placed and selected through the same process and whose appointment arose from that very advertisement, stands on an identical footing but yet the respondent-University has unjustly continued to treat his appointment as contractual. The learned counsel argues that this constitutes hostile discrimination, violative of Article 14 of the Constitution of India, and that the petitioner is entitled to a parity of treatment, particularly when the University itself has regularized the services of other similarly placed persons.

Learned counsel for the petitioner vehemently submits that the conduct of the respondent-University in issuing a contractual appointment letter to the petitioner, despite his regular selection pursuant to an advertisement explicitly issued for direct recruitment against a regular vacancy, is not only arbitrary but also illegal and wholly unsustainable in law. The same being in complete derogation of the terms of the advertisement and also violates the legitimate expectations arising therefrom.

Learned counsel further contends that the subsequent advertisement issued by the respondent-University for the same post, this time again for a regular appointment, has now been also challenged by the petitioner, for the reason that such an exercise, if allowed to stand, would prejudicially affect the petitioner's accrued and vested rights to claim regular appointment from his earlier valid selection.

It is submitted that the petitioner has been discharging duties continuously against the said post ever since his appointment, and yet the

respondent-University, with no just cause or rational basis, has continued to arbitrarily discriminate against him by treating his service as contractual in nature. The respondent-University, having made a regular appointment through due process, cannot be permitted to unilaterally alter the terms of appointment to the detriment of the petitioner, particularly when similarly situated candidates have been extended the benefit of regularization.

Learned counsel for the respondent-University, upon being confronted with the facts, is not in a position to dispute that the Advertisement No. CUPB/NT/01(2015) was indeed issued for appointment to a regular post, and not for engagement on a contractual basis. She also fairly concedes that the benefit of regular appointment arising out of the same advertisement has already been extended to Yadvinder Singh Sodhi, who was similarly selected in the same recruitment process.

Furthermore, learned counsel does not dispute that the post in question continues to exist and is available with the respondent-University. However, she seeks to distinguish the petitioner's case on the sole ground that the petitioner continued to serve on a contractual basis, without protest and with a break in service upon the expiry of each contractual term, prior to subsequent renewal.

She contends that, unlike the petitioner, Yadvinder Singh Sodhi had promptly approached this Hon'ble Court at the first instance, thereby initiating judicial scrutiny of his service conditions, which ultimately resulted in the Executive Council of the University granting him the benefit of regularization.

Having heard learned counsel for the parties, I am of the opinion that such a distinction is illusory and unsubstantial, as the right to claim parity of

treatment under Articles 14 and 16 of the Constitution cannot be defeated merely on the basis of delay in legal action, more so, where the cause of action and the factual substratum remain identical.

Having heard the learned counsel for the parties at length and having gone through the documents available on record, I am of the considered opinion that the contentions of counsel for the respondent-University cannot be accepted for the following reasons: -

1. That the entire process of recruitment undertaken pursuant to Advertisement No. CUPB/NT/01(2015) was for direct recruitment against a regular post, duly carrying a specific pay scale and grade pay. The subsequent act of respondents in issuance of an appointment letter stipulating a contractual engagement is an utter deviation from the advertised terms and amounts to a unilateral and arbitrary alteration of conditions not stipulated. The said action lacks transparency, fairness, and legitimacy.
2. It is also an admitted position that in the case of another candidate, namely Yadvinder Singh Sodhi, who was selected under the same advertisement process albeit under a different category, the respondent-University has already extended the benefit of regular appointment, following a conscious decision of the Executive Council. Not only was such benefit granted, but the pending writ petition of said candidate also stood withdrawn thereafter, thereby resulting in creating a binding admission and acknowledgment by the University of its own wrong and the rectification thereof. This parity extended to a similarly situated persons voluntarily casts a

duty upon the respondents to treat the present petitioner with the same measure of fairness.

3. The sole reason for denying equal treatment to the petitioner, as canvassed by the University, is that he continued to serve on contractual terms without protest or immediate challenge to the terms of appointment. This justification, if it can be called so, is legally untenable. The doctrine of acquiescence has no application where the act complained of is inherently arbitrary, discriminatory, and violative of Articles 14 and 16 of the Constitution. It is not uncommon for individuals, especially those under economic duress, to endure such illegalities in silence for fear of victimization or discontinuance. The petitioner, as a person employed by a public institution, cannot be faulted for not having waged an immediate legal battle against the might of the respondent-University. What matters is that he did approach this Hon'ble Court promptly when the subsequent advertisement seeking to fill up the post afresh came to light, thereby causing real and tangible prejudice to his rights.
4. There is no *intelligible differentia* nor any rational basis disclosed by the respondent-University to justify why the petitioner alone, among the selectees under the same process, was subjected to a different and adverse appointment condition. Such arbitrary classification is wholly impermissible and strikes at the heart of equality of opportunity in public employment.
5. Even the ground of alleged breaks in service between the expiration and renewal of each contractual term is wholly artificial and self-

engineered. The petitioner's service, in essence and substance, remained continuous, and such orchestrated interruptions, if any, cannot be invoked as a bar to regularization, especially when the post was available and the appointment was made from a regular recruitment process.

Consequently, I am of the opinion that no satisfactory reasons tenable in law have been assigned by the respondent-University for not giving the benefit of regular appointment to the petitioner, who had appeared and participated successfully in the recruitment drive undertaken by the respondent-University pursuant to the Advertisement of the 2015.

Consequently, the instant writ petition is allowed. The respondents are directed to issue the benefit of appointment to the petitioner on regular basis forthwith and without any delay. The benefits shall be calculated notionally w.e.f. the date of initial appointment while the actual benefits of regular appointment/grade pay shall be released to the petitioner within a period of one month of receipt of certified copy of this order.

All other misc. application(s), if any, also stand(s) disposed of accordingly.

MAY 15, 2025.
Rajender

(VINOD S. BHARDWAJ)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No