



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

Sr. No.223

CWP-958-2020

Date of Decision: 08.09.2025

Pooja Verma

.... Petitioner

Versus

Educational Tribunal-cum-District Judge,
Yamuna Nagar and others

... Respondents

CORAM: HON'BLE MR. JUSTICE TRIBHUVAN DAHIYA

Present: Mr. R.K. Malik, Senior Advocate, with
Mr. Anshul Labana, Advocate, for the petitioner.

Mr. Sube Singh Kaushik, Advocate, for respondents no.2 and 3.

None for respondents no.4 and 5.

Mr. Aakash Singla, Additional Advocate General, Haryana.

TRIBHUVAN DAHIYA, J. (ORAL)

The petition has been filed *inter alia* seeking a writ of *certiorari* quashing the judgment passed by the Educational Tribunal-cum-District Judge, Yamuna Nagar, dated 09.01.2020, Annexure P-10, whereby the petitioner's appeal filed against the order dated 12.04.2018 relieving her from service, has been dismissed. Further, a writ of *mandamus* has also been sought directing respondents no.2 and 3 (hereinafter referred to as 'the Management') to allow the petitioner to continue in service, and pay arrears of salary, etc.

2. As per facts pleaded, being duly qualified the petitioner was engaged as a Lecturer in the Maharaja Agrasen College, Jagadhri, run by the



Management, on 17.07.2006. In 2011, she was promoted as Assistant Professor in Commerce and given additional charge of the Department of Bachelor in Business Administration (BBA). It is also claimed that she had been appointed under 'Self-financing Scheme Rules for Non-Government/Private Affiliated Colleges (hereinafter referred to as 'the Scheme'), Annexure P-2. As per clause 8 whereof, '*... In case, the college intends to discontinue a particular course, the staff engaged in connection with the running of the said course will be duly notified of the College's intent to discontinue the course from the ensuing academic session as soon as a decision to this effect is taken by the Governing Body of the College*'.

3. Learned senior counsel contended that there was no justification to relieve the petitioner from service, as the course she had been appointed under was continuing in the College. And having been appointed under the Scheme, she had a right to continue in service. He has also relied upon the observations made by the Tribunal to the effect, '*even her contract was also renewed further*'. It is, accordingly, contended, once the contract had been renewed further, her services could not have been dispensed with. The decision is, therefore, arbitrary and needs to be set aside.

4. Learned counsel for the Management, however, disputes the facts on the basis of written statement filed on behalf of respondents no.2 and 3; relevant paragraph whereof is as under:

2. That the contents of para no. 2 of the writ petition are wrong and hence, denied, it is wrong to say that the petitioner was appointed as Lecturer on regular basis in this regard it is submitted that no appointment letter with terms and condition was ever issued to the petitioner by the answering respondents which shows that the petitioner was appointed as regular employee. The petitioner wrongly claims herself to be a regular employee of the college. But there is no document which can establish the nature of her appointment as regular employee on



management post. The petitioner herself admitted that no appointment letter was issued to her. The documents relied by the petitioner, one of them is experience certificate which shows her as “temporary employee under self finance scheme”. A copy of the experience certificate dated 23.11.2017 issued to the petitioner is attached herewith as Annexure R-2/1.

Therefore it is clear from perusal of the above that the petitioner was not appointed on regular basis.

He also contended that the petitioner was not engaged under the Scheme, nor had the procedure prescribed therein for engagement of employees/teachers been followed; further, neither any appointment letter had been issued to her, nor was she appointed for any particular course. In fact, the appointment had been made by the College at its own level against an unsanctioned post, and she was being paid salary out of the College funds.

5. Submissions advanced by learned counsel for the parties have been considered.

6. A perusal of the impugned order passed by the Tribunal shows that the factual aspects have been considered, and the appeal has been dismissed on the following reasoning:

7. Admittedly, the appellant has been serving the institution with breaks in services; was regular employee because she had been attending the institution regularly; however, she cannot claim emoluments at par with permanent employees because they are appointed against sanctioned posts, whereas as discussed above, the appellant was engaged under Self-Financing Scheme against unsanctioned post. Further, though no formal appointment letter was issued by respondent No.1; nonetheless it can be inferred from experience certificate dated 23.11.2017 that her appointment was purely temporary in nature. It is also not in dispute that she had been getting fixed salary and not dearness allowance or increments as per the Rules of the Self-Financing Scheme; thus, in view of discussion made above, she is not entitled to the relief as claimed and even



her contract was also renewed further. With due deference, there is no dispute about the ratio of the law laid down in the citations relied upon by the learned counsel for the appellant; however, are not applicable to the facts of the case in view of the discussion made above.

7. Evidently, there is no document on record to establish the terms of petitioner's appointment. And the Management has specifically stated that no appointment letter has ever been issued to the petitioner; the fact has not been disputed by her. Also, no record could be referred to establish that she was ever appointed for any particular course of study in the College. Therefore, it cannot be ascertained whether any particular course is still continuing, based upon which the petitioner claims a right to remain in service. Besides, as per clause 14 of the Scheme the following procedure has been laid down for appointment of staff:

14. Recruitment/engagement of the staff under the scheme:-

The staff under the scheme shall be engaged by way of open competitions after inviting applications through advertisements. The advertisement shall clearly mention the scheme and the salient terms and conditions of engagement. The appointments shall be made by the college through properly constituted Selection Committee(s).

1. President of the college Managing Committee or his nominee.
2. Principal of the college concerned.
3. Three nominees of the V.C. including two experts from the subject concerned.
4. Head of the Department of the relevant subject of the college concerned.

Note:-

1. Presence of one of the V.C. Nominees will be compulsory.
2. Consent of at least one subject expert to the selection will be compulsory.



THE CANDIDATE MUST POSSESS THE REQUISITE QUALIFICATIONS

The Selection Committee for non-teaching (excluding class-iv) post(s) shall consist of the following:

1. President of the College Management Committee or his/her nominee.
2. The Principal of the College.
3. One nominee of the Vice-Chancellor not below the rank of Assistant Registrar.

Again, learned senior counsel could not even *prima facie* show that the aforementioned mandatory procedure was followed before appointing the petitioner under the Scheme.

8. In these circumstances, reliance upon the observations in the impugned judgment that the petitioner's contract was renewed further, cannot advance her case in any manner. As already discussed, the terms of contract whereunder the petitioner was statedly appointed, are not on record, nor has any document been shown which could indicate any such extension of contract by the Management. Even the Tribunal has not mentioned the date or particulars of any such extension of contract, nor is there any mention of the authority which granted the alleged extension. Therefore, the observation regarding renewal of contract appears to be superfluous, not based on any evidence, and needs to be ignored. It cannot afford any right to the petitioner to continue in service.

9. In view thereof, finding no merit, the petition is dismissed.

(TRIBHUVAN DAHIYA)
JUDGE

08.09.2025
Maninder

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