

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

257

CWP-8556-2022

Date of Decision : October 28, 2025

RAJESHWAR SINGH

-PETITIONER

V/S

STATE OF PUNJAB AND ORS.

-RESPONDENTS

CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI

Present: Mr. Tahaf Bains, Advocate
for the petitioner.

Ms. Pratibha Bali, Asstt. A.G., Punjab.

KULDEEP TIWARI, J. (ORAL)

1. The petitioner was employed as “Inland Master Class-II” with the respondent-department on a contractual basis. In accordance with the contract agreement dated 11.06.2020, it was stipulated that the petitioner would be paid a monthly salary in the pay scale of ₹ 15,600-39,100 + 5,400 Grade Pay with Basic Pay of ₹ 34,790 (29,390 + 5,400), plus usual allowances as sanctioned by the Punjab Government from time to time w.e.f. 01.04.2020. Vide office order dated 20.01.2020, the petitioner’s pay was fixed in the aforesaid pay scale. Subsequently, pursuant to the Punjab Government Notification dated 05.07.2021, his pay was revised, and he was granted the pay scale under the 6th Pay Commission, vide order dated 23.11.2021. However, upon later finding that the benefit of the 6th Pay Commission had been erroneously extended to the petitioner, the respondent-department, vide impugned office order dated 17.03.2022, withdrew the said pay fixation. Further, vide impugned order dated

24.03.2022, a recovery was ordered in respect of the excess amount paid due to the erroneous fixation.

2. Learned counsel for the petitioner submits that the petitioner was rightfully entitled to the 6th Pay Commission pay scale, which was correctly granted to him vide order dated 23.11.2021. It is further submitted that the subsequent withdrawal of the said benefit was effected without issuance of any show cause notice, and that, the recovery order was passed without considering that the petitioner was not at fault, nor was there any misrepresentation or concealment on his part.

3. Conversely, learned State counsel, while referring to Clause 4 of the contract agreement dated 11.06.2020, submits that the petitioner is not entitled to the 6th Pay Commission pay scale and cannot claim any emoluments beyond those stipulated in the agreement. It is further submitted that the extension of the revised pay scale was a clerical/administrative error on the part of the official(s) concerned, which was duly rectified through the impugned order dated 17.03.2022, followed by the recovery order dated 24.03.2022.

4. This Court has heard learned counsel for the parties and perused the material on record.

5. Upon consideration, this Court finds no merit in the petitioner's contention that he was entitled to the 6th Pay Commission pay scale. The petitioner's appointment was purely contractual, and his remuneration was governed strictly by the terms and conditions contained in the contract agreement. The relevant clause of the contract agreement is reproduced hereinbelow:

“4. The First party shall be paid monthly salary in the pay scale

of ₹ 15,600-39,100 + 5,400 Grade Pay with Basic Pay of ₹ 34,790 (29,390 + 5,400), plus usual allowances as sanctioned by the Punjab Government from time to time w.e.f. 01.04.2020.”

6. Accordingly, the petitioner cannot claim a salary or pay scale higher than that expressly provided under the contractual terms.

7. With respect to the second issue raised by the petitioner, namely, that the impugned order(s) was passed without affording him an opportunity of hearing, and that recovery was ordered despite absence of fault on his part, learned State counsel has fairly conceded that the error arose solely on account of the departmental official(s). Since the petitioner was not at fault and no opportunity of hearing was provided prior to the issuance of the recovery order, the said recovery order cannot be sustained in law.

8. Consequently, the **recovery order dated 24.03.2022 is hereby set aside**. However, the respondent-department shall be at liberty to issue a show cause notice to the petitioner and afford him an adequate opportunity of hearing. Thereafter, the department may pass a reasoned and speaking order in accordance with law and in light of the judgments of this Court and the Hon’ble Supreme Court governing the issue of recovery.

9. The petition stands disposed of in the above terms.

October 28, 2025
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(KULDEEP TIWARI)
JUDGE

Whether speaking/reasoned : Yes/No
Whether Reportable : Yes/No