

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

RSA-3660-1998
Date of decision : 02.04.2025

Dilbagh Singh

... Appellant

Versus

Managing Committee, Guru Nanak National College, Nakodar and another

... Respondents

CORAM: HON'BLE MR. JUSTICE VIKAS BAHL

Present: Mr.Sahil Soi, Advocate
for the appellant.

Mr.Ajaivir Singh, Advocate
for the respondents.

VIKAS BAHL, J.(ORAL)

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CHALLENGE IN THE PRESENT REGULAR SECOND APPEAL

1. The plaintiff has filed the present Regular Second Appeal under Section 41 of the Punjab Courts Act, 1918. Challenge in the present appeal



is to the judgment dated 15.03.1996 passed by the trial Court vide which the suit for recovery of Rs.39072.49 paise, as arrears of salary, filed by the plaintiff-present appellant was dismissed. Challenge is also to the judgment and decree dated 04.05.1998 vide which the appeal filed by the plaintiff-present appellant against the said judgment was also dismissed by the Ist Appellate Court.

ARGUMENTS ON BEHALF OF THE PLAINTIFF-APPELLANT

2. Learned counsel for the appellant has raised two arguments to challenge the judgments of the trial Court as well as the Ist Appellate Court. The first argument raised by the learned counsel for the appellant is to the effect that vide letter dated 14.07.1987 signed by Balwant Singh, Principal, Guru Nanak National College, Nakodar, the present appellant, while being appointed on adhoc basis w.e.f. 07.09.1987, was specifically held entitled to be paid according to the University / Punjab Government Rules. It is submitted that thus, the appellant was entitled to be paid salary as was being paid to the regular employees and not consolidated salary which had been paid to him by the defendants-respondents. The second argument raised by the learned counsel for the appellant is to the effect that the present appellant is entitled to 'equal pay for equal work' and he should have been given the same salary as was being paid to the regular employees on the principle of 'equal pay for equal work'. In support of his arguments, learned counsel for the appellant has relied upon the judgment of the Hon'ble Supreme Court in the case of *State of Punjab and others vs. Jagjit Singh and others* reported as (2017) 1 Supreme Court Cases 148. It is



submitted that thus, the judgments of the trial Court as well as Ist Appellate Court are liable to be set aside and the suit of the plaintiff deserves to be decreed.

ARGUMENTS ON BEHALF OF THE DEFENDANTS-RESPONDENTS

3. Learned counsel for the respondents, on the other hand, has submitted that the judgments of the trial Court as well as Ist Appellate Court are in accordance with law and deserve to be upheld and both the arguments raised by the learned counsel for the appellant are meritless and deserve to be rejected. It is submitted that the letter dated 14.07.1987 (Ex.P4) is a pre-dated document, which fact has been admitted by PW-3 Balwant Singh, who is stated to be the author of the said letter. It is further submitted that even when the said letter Ex.P4 is read along with the other letters Ex.P5 and Ex.P6 as well as the prior letters / documents exhibited by the plaintiff himself, it is apparent that the said letter Ex.P4 is pre-dated and thus, no reliance can be placed upon the same. With respect to the second argument raised on behalf of the plaintiff, it is argued that a perusal of the plaint would show that no basis, much less, pleadings are in the plaint to remotely make out a case for equal pay for equal work. It is submitted that the judgment of the Hon'ble Supreme Court in the case of ***Jagjit Singh (supra)*** would rather go against the plaintiff-appellant, as in the plaint, the plaintiff has not even averred the basic parameters which are required to be averred to raise the claim of equal pay for equal work.

ANALYSIS AND FINDINGS

4. This Court has heard learned counsel for the parties and has



perused the paper book as well as record of the trial Court and is of the opinion that the judgments of the trial Court and the Ist Appellate Court are in accordance with law and deserve to be upheld and the present appeal filed by the plaintiff-appellant deserves to be dismissed.

5. It is not in dispute that the plaintiff-present appellant had filed a suit for recovery for a sum of Rs.39072.49 paise on account of arrears of his salary as lecturer in English in the defendant-college. In the entire plaint, it was not averred by the plaintiff that the duties and responsibilities carried out by him were similar to the duties and responsibilities of the regular employees. There was no averment in the entire plaint to even remotely support the claim of 'equal work for equal pay' and only a vague averment was made in paragraph 16 sub para (iii) to the effect that the plaintiff was entitled to full salary on the principle of 'equal pay for equal work'. It was the case of the plaintiff in the plaint that he was appointed vide letter dated 01.09.1986 (Ex.P1) as a part time lecturer in English on purely temporary basis on a consolidated salary of Rs.500/- per month. Further reliance was placed upon Ex.P2 dated 01.11.1986 by the plaintiff, as per which he was promoted as a full time lecturer in English on purely temporary basis w.e.f. 01.11.1986 on a consolidated salary of Rs.1000/- per month. Vide Ex.P3, which was also produced by the plaintiff, the services of the plaintiff were terminated w.e.f. 31.03.1987. Ex.P5 dated 05.09.1987 records the fact that the plaintiff was again appointed on purely temporary adhoc basis w.e.f. 07.09.1987 on a consolidated salary of Rs.1250/- with effect from the date of joining. Ex.P6 dated 17.03.1988 which was also produced by the



plaintiff, records that the plaintiff was relieved from service w.e.f. 18.03.1988. A perusal of the abovesaid documents would show that the plaintiff was entitled to consolidated salary for the period for which he had worked and the same was paid to him and the plaintiff-present appellant had received the same without raising any objection till the time he was in service.

6. The pre-dated letter which mentions that the plaintiff-present appellant would be paid according to the University/ Punjab Government Rules is dated 14.07.1987, which has been exhibited as Ex.P4. Both the trial Court as well as the Ist Appellate Court had arrived at a concurrent finding of fact that the said document Ex.P4 is a pre-dated document, which had been issued by Balwant Singh, Principal, Guru Nanak National College, Nakodar, only to benefit the plaintiff. Specific pleading to the said effect had been taken in paragraph 16 of the written statement filed by the defendants in which it had been stated that after retirement, Balwant Singh had started creating problems for the college and its management and had started to issue bogus letters to various employees which were pre-dated so as to enable the said employees to file false cases. The fact that the document Ex.P4 is a pre-dated document is proved from the evidence of PW-3 Balwant Singh, who is the author of the said document Ex.P4. The true translation of the relevant portion of the evidence of PW-3 is reproduced hereinbelow:-

“PW3

S. Balwant Singh, Ex Principal, College (illegible)

Stated that I have seen Ex P1, P2, P3, P4 in original and



the same have been issued by me. I supplied the original copy of Ex P4 later on but the date was mentioned previously. I don't remember as to after how much time of retirement said certificate was supplied. I have issued Ex P4 in order to help Dilbag Singh so as to provide job to the complainant at some other place.

XXXXX

I have seen my signatures on Ex-D7 and the signatures pertaining to 13/5/95 are correct. After pursuing BA by the plaintiff, the entire help to pursue the study of MA was provided by me. The college continued to provide help to pursue study upto BA.

RO & AC

*Sd/-
ACJ
22/2/96*

Sd/- Balwant Singh

(In English)”

From a perusal of the above, it is apparent that PW-3 Balwant Singh had supplied Ex.P4 after his retirement and a back / prior date was mentioned on the said letter and the same had been done in order to help the plaintiff-present appellant to get employment in some other place. In Ex.D7, which is a certificate issued by the said Balwant Singh, the fact that the said document (Ex.P4) is pre-dated has been admitted by him. The relevant portion of Ex.D7 is reproduced hereinbelow:-

“TO WHOM IT MAY CONCERN

Certified that Dilbagh singh s/o. Khazan Singh, worked as a Lecturer, purely on adhoc basis for teaching English Subject in Guru Nanak National College Nakodar at intervals from 7-8-1986 to 31-3-1987 and 7-9-1987 to 18-3-1988 at a



consolidated salary which was mutually agreed upon in between Dilbagh Singh on one hand and the College on the other hand and Dilbagh Singh accepted the salary without any protest. At one occassion Dilbagh Singh contacted the under signed and requested the undersigned to issue a Certificate by antidating or pre-dating the certificate for using it in getting a job in some other college and on accepting the request of Dilbagh Singh being a known person and an old student of the college, the undersigned just to favour him issued a letter by pre-dating it to 14-7-1987 in favour Dilbagh Singh but the Managing Committee of G.N.N. College, Nakodar, had never appointed Dilbagh Singh as a full time lecturer.

*Sd/-
(Balwant Singh)
Ex.Principal,
Guru Nanak National College,
Nakodar (Jalandhar).”*

7. Apparently, the plaintiff-present appellant has chosen to misuse the said document/letter to take a false stand in the present suit. The documents Ex.P1 to P6 which have been produced by the plaintiff himself would further clearly show that the document Ex.P4 is a manipulated document. It is not in dispute that the documents Ex.P1, P2 and P5 specifically recorded that the plaintiff-present appellant was to be paid a consolidated salary. Ex.P1 and P2 relied and produced by the plaintiff are reproduced hereinbelow:-

“Ex.P1

Ref.No.GNNC/P-

Dated 1.9.1986

Sh.Dilbag Singh S/o Sh.Khazan Singh,



*V & P.O. Singhpur,
Distt. Jalandhar.*

You are hereby appointed as a part time lecturer in English on purely temporary basis in this college on a consolidated salary of Rs.500/- per month. Join duty immediately.

Sd/-

*Principal
Guru Nanak National College
NAKODAR (Jalandhar) ”*

xxx xxx xxx

“Ex.P2

Ref.No.GNNC/P-

Dated 1.11.1986

Sh.Dilbag Singh
*S/o Sh.Khazan Singh,
V & P.O. Singhpur,
Distt. Jalandhar.*

You are hereby promoted as full time lecturer in English on purely temporary basis w.e.f. 1.11.1986 on a consolidated salary of Rs.1000/- (Rupees one thousand) only per month.

Sd/-

*Principal
Guru Nanak National College
NAKODAR (Jalandhar) ”*

8. Ex.P4 and Ex.P5, relied and produced by the plaintiff, are also reproduced hereinbelow:-

“Ex.P4

Ref.No.GNNC/AP-6

Dated 14.7.87

Dilbag Singh
S/o S.Khazan Singh,



*V & P.O. Singhpur
Distt. Jalandhar.*

*Vide M.C.'s decision dated 14-7-87 you are hereby appointed full time lecturer in English **on adhoc basis w.e.f. 7.9.1987. You will be paid according to university/ Ph. Govt. rules.***

Sd/-

*Balwant Singh
Principal
Guru Nanak National College
NAKODAR (Jalandhar)''*

xxx xxx xxx

“Ex.P5

Ref.No.GNNC/101/MC/87-88

Dated 5.9.1987

Sh.Dilbag Singh *S/o Sh.Khazan Singh
V & P.O. Singhpur,
Teh. Nakodar.*

*Vide M.C.'s decision dated 14-7-1987 you are hereby appointed full time lecturer in English **on a purely temporary adhoc basis w.e.f. 7.9.87 till further orders by the undersigned. You will be paid a consolidated salary of Rs.1250/- (Rupees one thousand two hundred fifty only) per month w.e.f. the date of joining.***

Sd/-

*(Resham Singh)
Secretary
Managing Committee.*

*Copy to Principal
G.N.N. College, Nakodar for information*

*Sd/-
(Resham Singh)
Secretary.”*



A perusal of the above two documents would show that in both the said documents, it had been stated that the appellant was appointed as Lecturer in English on adhoc basis w.e.f. 07.09.1987. In the document dated 05.09.1987 (Ex.P5) it had been stated that the salary payable to the appellant would be a consolidated salary of Rs.1250/- whereas in the document dated 14.07.1987 (Ex.P4), it had been stated that the salary would be payable according to the University/ Punjab Government Rules. No challenge has been made to the document Ex.P5 or even to the earlier documents Ex.P1 and P2 which specifically recorded that consolidated salary was to be paid to the plaintiff. It is not in dispute that even after 07.09.1987 for the services rendered by the plaintiff-present appellant, he was only paid the consolidated salary of Rs.1250/- and thus, it was Ex.P5 which was acted upon and not the document Ex.P4, which apparently was pre-dated. The trial Court had in paragraph 10 of its judgment specifically come to the conclusion that the said document (Ex.P4) was pre-dated and the said fact was apparent from the evidence of PW-3. To the similar effect was the finding of the Ist Appellate Court in paragraph 11 of its judgment. The said findings have not been shown to be either perverse or illegal. Thus, reliance placed upon by the learned counsel for the appellant on Ex.P4 is absolutely misconceived. This Court is of the opinion that the present regular second appeal deserves to be dismissed solely on the ground that the plaintiff has not approached the Court with clean hands and has relied upon a manipulated document in support of his case.

9. The defendants had further in the written statement taken the



plea that the plaintiff was estopped from filing the present suit on account of his act and conduct as he had been accepting the payment of consolidated salary happily, without raising any objection and that the full amount of salary to which he was entitled had already been paid to him and that the suit had been filed after he had been relieved from service. No document has been shown to this Court to show that any objection was raised by the plaintiff-present appellant with respect to the consolidated salary being paid to him till the time he was relieved from service. Even no challenge has been made to the appointment letter / documents and the terms contained in Ex.P1, Ex.P2 as well as Ex.P5. It is thus apparent that the plaintiff has been paid what was due to him in accordance with the terms of his appointment. In the written statement it had further been highlighted that the plaintiff was appointed against a post which was not aided by the State and no funds regarding the same were provided by the State and he was being paid out of the own funds of the Management / Managing Committee of the college and that the services of the plaintiff were not governed by the provisions of the Punjab Affiliated Colleges (Security of Service of Employees) Act, 1974. In this regard, specific reference was made in the written statement to the letter of the Director of Public Instructions (Colleges) Punjab dated 19.01.1981 which provided that the teachers who are paid out of the funds of the private colleges would not be governed by the 1974 Act and it was stated that the plaintiff was also informed about the said letter, which letter has not been disputed or challenged by the plaintiff-present appellant and thus, the plaintiff-present appellant had agreed to work on a consolidated salary. The



trial Court as well as the Ist Appellate Court after considering all the abovesaid aspects had held against the plaintiff. The abovesaid stand of the defendants-respondents or the findings of the Courts on the said aspects have not been shown to be either illegal or perverse before this Court.

10. The trial Court vide judgment dated 15.03.1996 dismissed the suit filed by the plaintiff. It was observed by the trial Court that on the basis of the documents produced by the plaintiff himself, it was apparent that the plaintiff worked in the College from 01.09.1986 to 31.03.1987 and then, from 07.09.1987 to 18.03.1988 on a fixed salary. It was further observed that from the said documents, it was also apparent that the plaintiff-appellant had worked on a part time basis from 01.09.1986 to 31.10.1986. It was observed that the appointment of the plaintiff was only temporary and on adhoc basis and that the plaintiff did not work during the vacations and as per terms of the letters/documents, a fixed salary was to be paid to the plaintiff/appellant, which was received by him without any objection. It was further observed that the procedure for appointment of a Lecturer on regular basis was not followed in the case of the plaintiff/appellant and his appointment was made only as a local arrangement as per the terms and conditions mentioned in Ex.P1, Ex.P2 and Ex.P5, which was duly accepted by the plaintiff/appellant. It was also observed that even as per the document (Ex.P8), which was produced by the plaintiff himself, all the Lecturers appointed by the defendant-College in similar circumstances were paid a fixed salary as was being paid to the plaintiff and thus, there was no discrimination.

11. The 1st Appellate Court while dismissing the appeal filed by the present appellant reiterated the above-said observations and had further



observed that the scale of Rs.2200-4000 was only to be paid to the Lecturers who were appointed on regular basis in accordance with the rules, which was not so in the case of the present appellant/plaintiff, who was appointed without following the due procedure, as a stop gap arrangement. It was reiterated that since the plaintiff/appellant had been appointed on a contractual basis for a fixed period on fixed salary, thus, he was governed by the terms and conditions contained in the letters of appointment etc., which terms had not even been challenged by the plaintiff during his period of service or even in the present suit. It was observed that the plaintiff/appellant was estopped from claiming a higher salary, as he was paid the same as per the agreed terms, which were happily accepted by him. Learned counsel for the appellant has not been able to show that the finding of the trial Court as well as of the 1st Appellate Court on the above-said aspects is either illegal or perverse.

12. Additionally, the Ist Appellate Court had observed that the present suit was barred by limitation. The relevant portion of the judgment of the Ist Appellate Court on the said aspect is reproduced hereinbelow:-

*“He only worked as part time lecturer or Lecturer on ad-hoc basis upto 17.3.88 He claimed difference of salary up to 17.3.88 from the date of his original appointment. He could at the most, file a suit within a period of three years, for the recovery of the amount of difference of the salary as and when the same allegedly became due to him. **The suit was filed on 23.3.92. Accordingly, the suit was palpably barred by time.***

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*Ext. P14 is a copy of the order of the Hon'ble Supreme court. **The correct interpretation of this order is that, the plaintiff could file a suit for recovery only, if the same was otherwise maintainable under the provisions of law i.e. it was***



within limitation. The words, if so, advised, written by the Hon'ble Supreme court in the order copy whereof is Ext.P14, clearly meant that if the suit was otherwise maintainable, or was within limitation an then advised by the lawyer, to file the same.

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*Ext. P10 is the copy of the order dated 18.3.91, passed by the Hon'ble Supreme court on the special leave Petition filed by the plaintiff/appellant. The special Leave Petition was dismissed. It was, however, mentioned in the said order that if the petitioner had any claim of salary for the period for which she had worked, the same shall be considered by the respondent, and disposed of according to law. The plaintiff claimed that as per the order dated 18.3.91, he filed a representation, before the authorities concerned, which was dismissed and thereafter he filed a suit in July, 1992, and as such the same was within limitation. In the order dated 18.3.91, the Hon'ble Supreme court clearly held that only if he had any claim of salary for the period for which he worked, the same shall be considered. This direction or observation made by the Supreme court in the order dated 18.3.91, did not extend the period of limitation, for filling a suit for recovery. **The period of limitation, for filling a suit for recovery, commenced the moment, the salary in a particular scale allegedly become due to the plaintiff, but he was paid at the lesser rate. No representation made by the plaintiff, which was not provided under the statute could not go to extend the normal period of limitation, for filing a suit.** Since, the period of limitation, had already expired for filing a suit for recovery, under the observation of the Hon'ble Supreme court, made in order dated 18.3.91, no protection could be sought by the plaintiff for the extension of period of limitation.*



xxx xxx xxx

If such an interpretation is given then every employee, will go on filing representations, through not statutorily provided, before the authorities concerned, Normally, the disposal of those representations would take sufficient time and if those representations were disposed of after the lapse of a number of years, the employee would claim the extension limitation, provided under the limitation Act, on the ground that his representation was rejected finally, by the department on a particular date. That would negate and defeat the provisions of the limitation, Act, and no suit in that event will become barred by time.”

The abovesaid finding of the Ist Appellate Court has not been challenged by the learned counsel for the appellant before this Court.

13. The facts of the present case indisputably prove that the plaintiff/appellant was not employed on regular basis after following due procedure and was only appointed as a stop gap arrangement at the local level and that he was initially appointed as a part time Lecturer, on temporary basis, on a consolidated salary and subsequently as a full time Lecturer on purely temporary basis, on a consolidated salary. It was also proved beyond doubt that the appellant/plaintiff did not continue to be employed during the vacations and his services were terminated on 31.03.1987 (Ex.P3), which termination was never challenged by the plaintiff/appellant. Even the subsequent appointment was purely on temporary adhoc basis on a consolidated salary. It is the stand of the respondents that the plaintiff was not working against any State aided post, which aspect has not been rebutted on behalf of the plaintiff/appellant before this Court. In accordance with the terms and conditions of letters of appointment, the plaintiff/appellant received the



consolidated salary and did not raise any objection with respect to the same till the time he was in service. The document (Ex.P4) sought to be relied upon by the plaintiff/appellant, as has been detailed hereinabove, has been found to be a manipulated document, thus, the plaintiff-appellant had not approached the Court with clean hands. No challenge has been made to the terms of the appointment letters, Ex.P1, Ex.P2 and Ex.P5, even in the present suit. Thus the suit filed by the plaintiff has been rightly dismissed by both the Courts.

14. Reliance sought to be placed upon the judgment of the Hon'ble Supreme Court in the case of **Jagjit Singh (supra)**, to claim equal pay for equal work also does not further the case of the plaintiff/appellant. Paragraphs 42 and 60 of the said judgment are reproduced herein below: -

*“42. All the judgments noticed in paras 7 to 24 hereinabove, pertain to employees engaged on regular basis, who were claiming higher wages, **under the principle of “equal pay for equal work”**. The claim raised by such employees was premised on the ground, that the duties and responsibilities rendered by them were against the same post for which a higher pay-scale was being allowed in other government departments. Or alternatively, their duties and responsibilities were the same as of other posts with different designations, but they were placed in a lower scale. Having been painstakingly taken through the parameters laid down by this Court, wherein the principle of “equal pay for equal work” was invoked and considered, **it would be just and appropriate to delineate the parameters laid down by this Court. In recording the said parameters, we have also adverted to some other judgments pertaining to temporary employees (also dealt with, in the instant judgment), wherein also, this Court had the occasion to express the legal position with reference to the principle of “equal pay for equal work”. Our consideration, has led us to the following deductions:***

42.1. The “onus of proof” of parity in the duties and responsibilities of the subject post with the reference post under the



principle of “equal pay for equal work” lies on the person who claims it. He who approaches the Court has to establish that the subject post occupied by him requires him to discharge equal work of equal value, as the reference post (see Orissa University of Agriculture & Technology case, UT Chandigarh , Admn. v. Manju Mathur, SAIL case and National Aluminum Co. Ltd. case).

42.2. *The mere fact that the subject post occupied by the claimant is in a “different department” vis-a-vis the reference post does not have any bearing on the determination of a claim under the principle of “equal pay for equal work”. Persons discharging identical duties cannot be treated differently in the matter of their pay, merely because they belong to different departments of the Government (see Randhir Singh case and D.S. Nakara case).*

42.3. *The principle of “equal pay for equal work”, applies to cases of unequal scales of pay, based on no classification or irrational classification (see Randhir Singh case). For equal pay, the employees concerned with whom equation is sought, should be performing work, which besides being functionally equal, should be of the same quality and sensitivity (see Federation of All India Customs and Central Excise Stenographers case, the Mewa Ram Kanojia case, Grih Kalyan Kendra Workers’ Union case and S.C. Chandra case).*

42.4. *Persons holding the same rank/designation (in different departments), but having dissimilar powers, duties and responsibilities, can be placed in different scales of pay, and cannot claim the benefit of the principle of “equal pay for equal work” (see Randhir Singh case, State of Haryana v. Haryana Civil Secretariat Personal Staff Assn. and the Hukum Chand Gupta case). Therefore, the principle would not be automatically invoked merely because the subject and reference posts have the same nomenclature.*

42.5. *In determining equality of functions and responsibilities under the principle of “equal pay for equal work”, it is necessary to keep in mind that the duties of the two posts should be of equal sensitivity, and also, qualitatively similar. Differentiation of pay scales for posts with difference in degree of responsibility, reliability and confidentiality, would fall within the realm of valid classification, and therefore, pay differentiation would be legitimate and permissible (see*



Federation of All India Customs and Central Excise Stenographers case and SBI case). The nature of work of the subject post should be the same and not less onerous than the reference post. Even the volume of work should be the same. And so also, the level of responsibility. If these parameters are not met, parity cannot be claimed under the principle of “equal pay for equal work” (see State of U.P. v. J.P. Chaurasia and Grih Kalyan Kendra Workers’ Union case).

42.6. *For placement in a regular pay-scale, the claimant has to be a regular appointee. The claimant should have been selected on the basis of a regular process of recruitment. An employee appointed on a temporary basis cannot claim to be placed in the regular pay scale (see Orissa University of Agriculture & Technology case).*

42.7. *Persons performing the same or similar functions, duties and responsibilities, can also be placed in different pay scales. Such as –“selection grade”, in the same post. But this difference must emerge out of a legitimate foundation, such as – merit, or seniority, or some other relevant criteria (see State of U.P. v. J.P. Chaurasia).*

42.8. *If the qualifications for recruitment to the subject post vis-a- vis the reference post are different, it may be difficult to conclude that the duties and responsibilities of the posts are qualitatively similar or comparable (see Mewa Ram Kanojia case, State of W.B. v. Tarun K. Roy). In such a case, the principle of “equal pay for equal work” cannot be invoked.*

42.9. *The reference post with which parity is claimed under the principle of “equal pay for equal work”, has to be at the same hierarchy in the service as the subject post. Pay-scales of posts may be different, if the hierarchy of the posts in question, and their channels of promotion, are different. Even if the duties and responsibilities are same, parity would not be permissible, as against a superior post, such as a promotional post (see Union of India v. Pradip Kumar Dey and Hukum Chand Gupta case).*

42.10. *A comparison between the subject post and the reference post under the principle of “equal pay for equal work” cannot be made where the subject post and the reference post are in different establishments, having a different management. Or even, where the*



*establishments are in different geographical locations, though owned by the same master (see Harbans Lal case). **Persons engaged differently, and being paid out of different funds, would not be entitled to pay parity (see Official Liquidator v. Dayanand).***

42.11. ***Different pay-scales, in certain eventualities, would be permissible even for posts clubbed together at the same hierarchy in the cadre. As for instance, if the duties and responsibilities of one of the posts are more onerous, or are exposed to higher nature of operational work/risk, the principle of “equal pay for equal work” would not be applicable. And also when, the reference post includes the responsibility to take crucial decisions, and that is not so for the subject post (see SBI case).***

42.12. *The priority given to different types of posts under the prevailing policies of the Government can also be a relevant factor for placing different posts under different pay scales. Herein also, the principle of “equal pay for equal work” would not be applicable (see State of Haryana v. Haryana Civil Secretariat Personal Staff Assn.).*

42.13. *The parity in pay, under the principle of “equal pay for equal work”, cannot be claimed merely on the ground that at an earlier point of time the subject post and the reference post, were placed in the same pay scale. **The principle of “equal pay for equal work” is applicable only when it is shown, that the incumbents of the subject post and the reference post, discharge similar duties and responsibilities (see State of W.B. v. Minimum Wages Inspectors Assn.).***

42.14. ***For parity in pay-scales under the principle of “equal pay for equal work”, equation in the nature of duties is of paramount importance.** If the principal nature of duties of one post is teaching, whereas that of the other is non-teaching, the principle would not be applicable. If the dominant nature of duties of one post is of control and management, whereas the subject post has no such duties, the principle would not be applicable. Likewise, if the central nature of duties of one post is of quality control, whereas the subject post has minimal duties of quality control, the principle would not be applicable (see UT Chandigarh, Admn. v. Manju Mathur).*

42.15. ***There can be a valid classification in the matter of pay***



scales between employees even holding posts with the same nomenclature i.e. between those discharging duties at the headquarters, and others working at the institutional/sub-office level (see Hukum Chand Gupta case), when the duties are qualitatively dissimilar.

42.16. The principle of “equal pay for equal work” would not be applicable, where a differential higher pay-scale is extended to persons discharging the same duties and holding the same designation, with the objective of ameliorating stagnation, or on account of lack of promotional avenues (see Hukum Chand Gupta case).

42.17. Where there is no comparison between one set of employees of one organization, and another set of employees of a different organization, there can be no question of equation of pay scales under the principle of “equal pay for equal work”, even if two organizations have a common employer. Likewise, if the management and control of two organizations is with different entities which are independent of one another, the principle of “equal pay for equal work” would not apply (see S.C. Chandra case and National Aluminum Co. Ltd. case).

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60. *Having traversed the legal parameters with reference to the application of the principle of “equal pay for equal work”, in relation to temporary employees (daily-wage employees, ad-hoc appointees, employees appointed on casual basis, contractual employees and the like), the sole factor that requires our determination is, whether the concerned employees (before this Court), were rendering similar duties and responsibilities as were being discharged by regular employees holding the same/corresponding posts. This exercise would require the application of the parameters of the principle of “equal pay for equal work” summarised by us in para 42 above. However, insofar as the instant aspect of the matter is concerned, it is not difficult for us to record the factual position. We say so, because it was fairly acknowledged by the learned counsel representing the State of Punjab, that all the temporary employees in the present bunch of appeals were appointed against posts which were also available in the regular cadre/establishment. It was also accepted that during the course of their employment, the concerned temporary employees were being*



randomly deputed to discharge duties and responsibilities which at some point in time were assigned to regular employees. Likewise, regular employees holding substantive posts were also posted to discharge the same work which was assigned to temporary employees from time to time. There is, therefore, no room for any doubt, that the duties and responsibilities discharged by the temporary employees in the present set of appeals were the same as were being discharged by regular employees. It is not the case of the appellants, that the respondent employees did not possess the qualifications prescribed for appointment on regular basis. Furthermore, it is not the case of the State that any of the temporary employees would not be entitled to pay parity on any of the principles summarized by us in para 42 hereinabove. There can be no doubt, that the principle of “equal pay for equal work” would be applicable to all the temporary employees concerned, so as to vest in them the right to claim wages on a par with the minimum of the pay scale of regularly engaged government employees holding the same post.”

A perusal of the above would show that the Hon'ble Supreme Court had detailed the parameters with reference to the principle of equal pay for equal work. The first and foremost parameter was stated to be that the onus of proof of parity in the duties and responsibilities of the subject post with the reference post, lies on the person who claims it and that he is required to show that the subject post occupied by him requires him to discharge equal work of equal value and as per another parameter, the work to be done was required to be functionally equal and should be of the same quality and sensitivity. It was further observed that the persons holding the same rank/designation but having dissimilar powers, duties and responsibilities, can be placed in different scales of pay and in case there was any difference in the degree of responsibility, reliability and confidentiality, then also, the same would be a valid classification for pay differentiation. It was also observed that in order to apply the principle of equal pay for equal work, the exercise which would be



required to be undertaken, would be as per the parameters which have been given in paragraph 42.

15. In the present case, it is reiterated that a perusal of the plaint would show that there is no specific averment, much less prima facie proof, to the effect that the duties and responsibilities undertaken by the plaintiff were similar to the one which were undertaken by the regular Lecturers. It is not even the case of the plaintiff that both the said set of employees discharged work of equal sensitivity, responsibility, reliability and confidentiality. None of the parameters as stated in paragraph 42, as are required to be stated and prima facie proved by the plaintiff/appellant, have been averred in the plaint. Only one line averment in para 16 (iii) to the effect that the plaintiff is entitled to full salary on the principle of equal pay for equal work has been mentioned. In fact the basis of the suit is primarily Ex.P4 and some alleged promise made by the defendants, which both aspects have been concurrently found to be false/not proved. Thus, the said judgment of the Hon'ble Supreme Court does not apply in the facts and circumstances of the present case and does not call for setting aside the concurrent findings of fact by the trial Court as well as the 1st Appellate Court.

16. It is also relevant to note that it is not in dispute that from 01.09.1986 to 31.10.1986, the plaintiff in addition to working on a purely temporary basis on a consolidated salary was a “part time lecturer”. The Hon'ble Supreme Court in the case of “Union of India and others Vs. Ilmo Devi and another, reported as 2021(20) SCC 290” had observed that a part time employee was neither entitled to seek regularization nor can claim parity in salary with regular employees of the government on the principle of equal



pay for equal work.

17. Keeping in view the above-said facts and circumstances, the judgments of the trial Court as well as of the 1st Appellate Court are in accordance with law and deserve to be upheld and are accordingly upheld and the present Regular Second Appeal being meritless, deserves to be dismissed and is accordingly dismissed.

(VIKAS BAHL)
JUDGE

April 02, 2025.
Davinder Kumar/Naresh

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