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

LPA-1944-2023 (O&M)

Date of Decision: 24th of March, 2025

MRS. POONAM

.....Appellant(s)

V/s.

CHAUDHARY BANSI LAL UNIVERSITY AND OTHERS

.....Respondent(s)

CORAM: **HON'BLE MR. JUSTICE SANJEEV PRAKASH SHARMA**
 HON'BLE MRS. JUSTICE MEENAKSHI I. MEHTA

Present: Mr. Sajjan Singh, Advocate
 for the applicant-appellant.

Mr. Naman Jain, Standing Counsel,
for respondents No.1 to 3.

SANJEEV PRAKASH SHARMA, J. (Oral)

CM-4858-CWP-2023

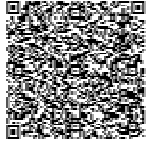
For the reasons mentioned in the application, the same is allowed and delay of 2 days in filing the appeal is hereby condoned.

LPA-1944-2023 (O&M)

1. The present LPA has been preferred by the appellant assailing order dated 19.10.2023, whereby the learned Single Bench has dismissed Writ Petition bearing No. CWP-8300-2023 filed by the appellant.

2. Learned counsel for the appellant has vehemently argued that the impugned order passed by the learned Single Bench deserves to be set aside and the appellant deserves to be granted the relief of reinstatement as he was working as Assistant Professor on contract basis.

3. We find that a person appointed on contract basis can be continued as a Teacher/Assistant Professor provided the post is available.

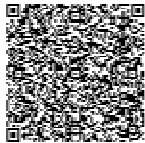


However, the learned Single Bench in the impugned order has noticed the following facts:-

“7. As per the facts apparent on record, the petitioner was engaged as contractual Assistant Professor in the Department on consolidated salary to teach the specialization of Ancient Indian History. Even as per terms of engagement, she had to be relieved on joining of a regular faculty member to teach the specialization. In case the University has relieved her on joining a regular faculty member, there is nothing illegal or irregular about it. Merely because the petitioner continued for about three months after joining of the regular faculty, it cannot give her right to claim extension in service even thereafter, that too in violation of terms of engagement which are not in dispute, nor is the fact a regular faculty member for Ancient Indian History has already joined the Department.

8. Further, it cannot be said that contractual appointment of respondent No.4 has been made to replace the petitioner. He has been engaged to teach a different specialization, i.e. Modern History, which the petitioner was not teaching nor is she qualified to do so.”

4. Thus, the claim of the appellant is not made out as it is not a case where a contractual employee has been replaced by another contractual employee and the right of a contractual employee to continue on the post, therefore, is not found to be made out. In view thereof, impugned order passed by the learned Single Bench does not warrant any interference. The LPA is accordingly **dismissed**.



5. All pending applications in this case are disposed of accordingly.

[SANJEEV PRAKASH SHARMA]
JUDGE

[MEENAKSHI I. MEHTA]
JUDGE

March 24, 2025
Ess Kay

<i>Whether speaking / reasoned</i>	:	<i>Yes</i>	/	<i>No</i>
<i>Whether Reportable</i>	:	<i>Yes</i>	/	<i>No</i>