



IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

229

LPA-3019-2024(O&M)

DATE OF DECISION : 29th October, 2025

**Pt. B.D.Sharma University of Health
Sciences, Rohtak and another**

.... Appellants

Versus

Ritu

.... Respondent

**CORAM : HON'BLE MR. JUSTICE ASHWANI KUMAR MISHRA
HON'BLE MR. JUSTICE ROHIT KAPOOR**

* * *

Present : Mr.Harmanjot Gill, Advocate with
Mr.Parminder Sandhu, Advocate for the appellant.

Mr.Sunil Nehra, Senior Advocate assisted by
Mr.Rahil Mahajan, Advocate for the respondents.

* * *

ASHWANI KUMAR MISHRA, J. (Oral)

1. This Letters Patent Appeal arises out of the judgment delivered by learned Single Judge in CWP-29101-2022 dated 05.07.2024, whereby, the writ petition filed by the respondent has been allowed. The order impugned in the writ petition dated 14.11.2022 refusing to extend the contractual engagement of the respondent-writ petitioner has been set aside and a direction is issued to allow the writ petitioner to continue till regular appointment is made on the post, subject to her work and conduct being satisfactory.



2. Facts, as have been noticed by the learned Single Judge are that a contractual appointment was offered to the writ petitioner pursuant to a circular dated 30.12.2011, on the post of Junior Physiotherapist, in Orthopaedics Department on the basis of walk-in interview. Initially, appointment was for a period of six months or till the regular incumbent joins. The engagement of the petitioner continued on contractual basis on the terms and conditions indicated in the appointment letter. It appears that the competent authority on 14.11.2022 refused to further extend the contractual appointment of the petitioner on the ground that the post ought to be filled by substantive appointment and continuation of the contractual employee was not required. It is this order which has been set aside in the writ petition. Costs have also been imposed upon the appellant – University.

3. Learned counsel for the appellants submits that by the very nature of appointment offered, there was no inherent right vested in the respondent – writ petitioner to seek continuation and, therefore, no obligation could be imposed on the employer to extend her engagement. He further submitted that the decision of the employer to fill up the post substantively contained no error. It is also argued that this is not a case of termination as has wrongly been construed by the learned Single Judge and consequently imposition of costs is unwarranted.

4. Learned senior counsel for the respondent – writ petitioner, on the other hand, contends that the engagement of the writ petitioner was against a sanctioned vacant post, though on contractual basis. No deficiency in the working of writ petitioner has ever been pointed out.



The requirement of manning the post continued to subsist and the competent authority at no stage has opined that the engagement of writ-petitioner is not required for a valid cause. It is, therefore, submitted that the judgment of the learned Single Judge does not require any interference.

5. Having heard learned counsel for the parties, we find that initial engagement of the writ petitioner was on contractual basis against a sanctioned post. She has been working for the last 13 years. It has come on record that thrice attempts had been made to make regular appointment on the post, but on each occasion the recruitment process was cancelled by the competent Authority. Therefore, it has been observed by the learned Single Judge that refusal to grant extension to the writ-petitioner is wholly arbitrary.

6. Having gone through the material placed on record, we are of the view that the appellant – employer despite initiating the process for regular appointment has not resorted to any substantive appointment on the post. Existence of the post and the requirement of person for the said work is not disputed. Once that be the position, if the engagement of the writ petitioner is discontinued, it would subserve no purpose for the appellant University as it will have to engage someone else on contract basis. Replacement of one contractual employee by another also would serve no purpose. In such circumstances, direction issued by the learned Single Judge for continuation of the respondent – writ petitioner needs no interference.



7. However, in the facts and circumstances of the case, we find that it was not a case of termination and there was no justification for the learned Single Judge to have imposed costs of Rs.75,000/- upon the appellant University. Learned senior counsel for the respondent – writ petitioner also has no objection to the costs being waived. In that view of the matter, we dispose of this appeal by modifying the judgment dated 05.07.2024, to such extent only and waive the costs of Rs.75,000/- imposed upon the appellant. The respondent – writ petitioner will be allowed to continue in terms of the order of the learned Single Judge till regularly recruited incumbent joins the post.
8. Appeal stands disposed of accordingly.

(ASHWANI KUMAR MISHRA)
JUDGE

October 29, 2025
gian

(ROHIT KAPOOR)
JUDGE

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