**IN THE HIGH COURT OF HIMACHAL PRADESH
AT SHIMLA**

CWPOA No.1009 of 2019

Decided on: 16.11.2026

Amrit Singh Pitan .....Petitioner

Versus

State of Himachal Pradesh and others ....Respondents

Coram

Hon'ble Mr. Justice Ranjan Sharma, Judge

[1] *Whether approved for reporting? No.*

For the petitioner: Mr. Onkar Jairath, Senior Advocate with Mr. Anshul Jairath, Advocate.

For the respondents: Mr. Vishav Deep Sharma, Additional Advocate General.

Ranjan Sharma, Judge

Petitioner had filed instant writ petition i.e. *CWP No.1635 of 2012* before this Court; and upon establishment of State Administrative Tribunal, the matter was transferred to the said Tribunal; and now upon its abolition, the same has been re-transferred to this Court as *CWPOA No.1009 of 2019, seeking the following reliefs:-*

> "21 (i) That Your Lordships may further graciously be pleased to issue the Writ in the nature of Mandamus directing the

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[1] *Whether reporters of Local Papers may be allowed to see the judgment?*

Respondents to give to the Petitioner the benefit of annual increments and qualifying service for the period he worked on contract basis i.e. 11.9.1998 to 31st December 2008 for the purpose of pay fixation as the issue is squarely covered in the judgment rendered in ***Ravi Kumar Versus State of Himachal Pradesh CWP 4550/2010***;

(ii) That the Respondents may further be directed to give to the Petitioner the arrears of salary on refixation with 9% interest."

FACTUAL MATRIX:

2. Case, as set up by Learned Senior Counsel is that petitioner, after due participation in Interview held on 04.08.1998 was appointed as Lecturer in English [School Cadre] on contract basis, under the Respondents and the petitioner served, on a contract basis, from 11.09.1998 continuously and uninterruptedly at a fixed salary as per the terms of appointment and this contractual service was followed by regularization, in regular pay scale of Rs.6400-10640/- [unrevised] on the same post of Lecturer in English in December 2008.

3. In this backdrop, *first claim of the petitioner*

is for granting annual increments for the uninterrupted and continuous contractual service upon regularization; *and* secondly, to count the contractual service as qualifying service for the purposes of pension.

STAND OF RESPONDENTS-STATE IN REPLY-AFFIDAVIT:

4. Upon issuance of notice, the State Authorities have filed Reply-Affidavit dated 03.05.2012 that contractual appointment of petitioner was a stop-gap-arrangement and the said service cannot be counted as qualifying service for the purposes of pension as per Rules 13 and 17 of CCS [Pension] Rules. So far as claim for annual increment for contractual service is concerned, the State Authorities have specifically stated that the appointment of petitioner on contract was governed by separate agreements executed between the parties. It is averred that the contract agreement did not provide for giving increment(s) for contractual service and by virtue of said agreement/affidavit petitioner has accepted the terms and conditions of appointment, which includes admissibility of fixed contractual emoluments and therefore the claim for annual increments for contractual service was not tenable. In these

circumstances, the claims of the petitioner were opposed by the Respondents.

NO REBUTTAL BY PETITIONER:

5. Petitioner has not filed any Rejoinder, so as to rebut the stand taken by State Authorities in Reply-Affidavit.

6. Heard, Mr. Onkar Jairath, Learned Senior Counsel, assisted by Mr. Anshul Jairath, Learned Counsel, for the petitioner and Mr. Vishav Deep Sharma, Learned Additional Advocate General, for the Respondents-State.

ANALYSIS:

7. Taking into account the entirety of facts and circumstances and the material on record, this Court is of the considered view, that the *first* claim of the petitioner for counting the contractual service rendered by him as Lecturer in English, on contract basis from 11.09.1998 to 31.12.2008, in facts of instant case, cannot sustain, *for the reason,* that petitioner joined service on contract basis on 11.09.1998 and had served as such till 31.12.2008 and on query by this Court, Learned Senior Counsel, admits that petitioner is working as Lecturer in English on regular basis after 31.12.2008 and petitioner has rendered qualifying service of more than 17 years

from 31.12.2008/01.01.2009 till day [November 2026] and the petitioner is still continuing in service vis-à-vis the eligibility/entitlement for pension on the basis of qualifying service of 10 years as per Rule 49 (2) of CCS [Pension] Rules. Petitioner having already rendered more than 17 years of qualifying service vis-à-vis the requirement of minimum 10 years of qualifying service for pension and petitioner is still continuing in service and non-counting of contractual service shall neither in any manner cause prejudice nor shall the counting of contractual service with regular service confer any added benefit for pension therefore, in facts of instant case, the regular service for pension, *is turned down*.

Reliance placed by Learned Senior Counsel on the judgment passed by the Hon'ble Division Bench of this Court in ***Smt. Sheela Devi versus State of H.P. and others*** *[CWPOA No.195 of 2019],* which was upheld by the Hon'ble Supreme Court in ***State of Himachal Pradesh & Anr. versus Sheela Devi*** *[Civil Appeal No.5148/2023 (@ SLP (Civil) No.10399/2020],* is misplaced, *for the reason,* that the petitioner has already rendered more than 17-18 years of qualifying service as

on day and the petitioner is still continuing in service. Rule 49 (2) of CCS [Pension] Rules, 1972 confers eligibility for pension after completion of 10 years of qualifying service, which has already been rendered by the petitioner as on day. The principle of law mandated in the case of ***Sheela Devi [supra]*** is not in dispute but the ratio in the aforesaid judgment will come to the aid of those employees, who have not rendered 10 years of regular qualifying service under Rule 49 of the CCS [Pension] Rules. It is only in such an eventuality, that weightage or countability of contractual service, subject to fulfilment of conditions in Rule 17 of the CCS [Pension] Rules, 1972 is countable as qualifying service and not in any other scenario. In these circumstances, the contention of Learned Counsel for the petitioner, in facts of instant case, *is turned down.*

8. Regarding the *second claim* for granting annual increments for contractual service rendered from 11.09.1998 to 31.12.2008 is concerned, Learned Senior Counsel for the petitioner agrees, that as on day, the larger issue is pending before Hon'ble Supreme Court in the case of ***State of Himachal Pradesh versus Ram Chand***

[SLP (C) Diary No.8008 of 2025 and in the case of ***State of Himachal Pradesh versus Narayan Dutt Sharma and others [SLP (C) Diary No.32886 of 2025].***

At this stage, Learned Senior Counsel, on Instructions, submits that petitioner shall be satisfied, in case, the State Authorities examine the claim for admissibility of annual increments for contractual service in accordance with the applicable Rules/Norms/Law, after the outcome of aforesaid SLPs *[Statement Taken on Record].*

Per contra, Learned State Counsel submits that the claim for admissibility/inadmissibility of annual increments for contractual period, upon regularization, shall be examined as per applicable Rules/Norms/Law after the outcome of above SLPs

In above backdrop, *Court observes that* as per Fundamental Rule 26 it is only the service rendered in a time-scale which counts for increments and since the contract appointment/service of the petitioner was not in a time scale but was on fixed emoluments, and therefore, the claim for increments for period of contract service appears to be untenable, at this stage.

11. No other point was pressed/argued.

DIRECTIONS:

12. Considering the matter in above perspective and for reasons recorded hereinabove, the instant writ petition, is ***disposed of,*** *in the following terms:-*

(i) Since the petitioner is still in service and has already rendered about 17-18 years of regular service vis-à-vis the eligibility for pension on the basis of 10 years of qualifying service, under Rule 49 (2) of the CCS [Pension] Rules, 1972; therefore, plea of counting the contractual service as qualifying service for pension by placing reliance on the judgment in the case of ***Sheela Devi [supra]*** in the facts of instant case, is not tenable and is *turned down*;

(ii) State Authorities shall examine the claim of the petitioner for granting the annual increments for contractual service, in accordance with applicable Rules/Norms and the law, after the outcome of SLPs in the cases of ***Ram Chand*** *and* ***Narayan Dutt Sharma,*** referred to above;

(iii) Needless to say, that, this Court has not adverted to nor recorded any finding with respect to the admissibility/inadmissibility of annual increments for contractual service, which shall be examined by the State Authorities hereinafter, in accordance with law; and

(iv) Parties to bear their respective costs.

In aforesaid terms, the instant petition and all pending miscellaneous application(s), if any, shall also stand disposed of.

(Ranjan Sharma)
Judge

November 16, 2026
[Bhardwaj]