



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

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CWP-3150-2026

Date of Decision: 12.03.2026

DR. RIMPI DEVI**...Petitioner(s)****Versus****STATE OF HARYANA AND OTHERS****...Respondent(s)****CORAM: HON'BLE MR. JUSTICE TRIBHUVAN DAHIYA**

Present:- Mr. Shekhar Verma, Advocate with
Mr. Rahul Chadha, Advocate
for the petitioner.

Mr. Aakash Singla, Additional Advocate General, Haryana.

TRIBHUVAN DAHIYA, J. (Oral)

The petition has been filed, *inter alia*, seeking a writ of *mandamus* directing the respondents to permit the petitioner to rejoin service as Tutor on contract basis in Government Nursing College, Safidon, District Jind, in terms of the representations made by her for the purpose.

2. Learned counsel for the petitioner contended that the petitioner was appointed on the post of Tutor on contract basis in the respondent-Medical College for a period of one year or till joining of a regular incumbent, vide memo dated 17.09.2019, Annexure P-6. The term was extended from time to time and finally up to 30.09.2025. On account of difficult family circumstances, the petitioner submitted her resignation vide letter dated 01.10.2025, Annexure P-9, requesting to give her relieving and an experience certificate. She again made a request for issuance of experience certificate vide letter dated 24.10.2025, Annexure P-11, whereupon the Principal



conveyed that her resignation has not been approved by the Head Office and whenever it is done, the experience certificate will be issued. Subsequently, the petitioner withdrew her resignation vide letter dated 28.10.2025, Annexure P-12. It is also claimed that the contracts of other similarly placed employees have been extended up to March, 2026. Accordingly, the petitioner should be allowed to continue in service as she has already withdrawn her resignation before its acceptance. It has been wrongly mentioned in the instructions dated 13.02.2026, Annexure A, that her resignation letter had been accepted by the Principal. In fact, neither the resignation letter has been accepted, nor is the Principal competent to do so. The petitioner had been appointed by Director-cum-Nodal Officer, Kalpana Chawla Government Medical College and Hospital, Karnal, therefore, it could only have been accepted by the Director.

3. *Per contra*, learned State counsel contended that there was no requirement to accept the resignation as the petitioner was a contract appointee and her contract of service had come to an end on 30.09.2025. Thereafter, vide letter dated 01.10.2025, Annexure P-9, she informed the College Principal that she did not wish to continue working as Tutor due to personal reasons and her contract be not extended. She requested for being relieved with effect from 01.10.2025, and be issued an experience certificate for the period she had worked. Similarly, vide separate letter of the same date, Annexure P-10, she again requested for being relieved from the College on 01.10.2025. However, the Principal mistakenly conveyed to the petitioner vide letter dated 24.10.2025, Annexure P-11, that the resignation submitted by her had not been approved by the higher authority. In fact, no such approval was required as her contract had come to an end, and she had asked for being relieved without granting any further extension.



4. Heard.

5. It is apparent on record that the petitioner was appointed as Tutor on contract basis for one year vide letter dated 17.09.2019, and the contract was extended up to 30.09.2025. After completion of tenure, she asked the Principal to be relieved from duty vide letter dated 01.10.2025, with a request to issue an experience certificate. After completion of tenure, there was no requirement to submit any resignation letter or its acceptance by the authorities, and the letter also seeks relieving only. Although, it mentions that the resignation letter may be accepted, that in itself cannot be read as a requirement to tender the resignation after completion of tenure. The terms of contract do not require resignation on completion of tenure. The following terms of appointment letter can be referred to in this regard:

5. In case of resignation or after completion of the contractual period, you will have to submit “No Dues Certificate” from all the concerned quarters before being relieved.

6. The job is terminable with a notice of one month on either side. The resignation tendered by you can be considered subject to the condition that it is supported by a genuine reason along with one-month advance notice or deposition of an amount equal to one-month salary.

Evidently, the requirement to give one month notice prior to tendering resignation from service is only during subsistence of the contract. After the contract period is over, the only requirement is to submit “No Dues Certificate” before being relieved.

6. In view thereof, no exception can be taken to the decision of the respondents not to permit the petitioner to rejoin service after completion of contract.



7. Dismissed. This dismissal, however, will not be construed as a bar on the petitioner’s fresh engagement in service.

(TRIBHUVAN DAHIYA)
JUDGE

12.03.2026
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<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>