

CWP-3068 of 2001

2026:PHHC:056685



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

CWP-3068 of 2001

Date of decision: 10.04.2026

Dr. Jasvir Singh Grewal

....Petitioner

versus

Guru Nanak Dev University, Amritsar

....Respondent

CORAM : HON'BLE MR. JUSTICE NAMIT KUMAR

Present: - Mr. Abhayjeet Singh, Advocate, and
Ms. Pragya Malik, Advocate,
for the petitioner.

Mr. M.K. Dogra, Advocate,
for the respondent.

NAMIT KUMAR, J.

1. This writ petition has been filed under Articles 226/227 of the Constitution of India, seeking a writ of *mandamus* directing the respondent-University to make payment to the petitioner on the basis of equal pay for equal work treating him at par with regular teachers and for directing the respondent to pay the petitioner the salary of summer vacations and break period. Further prayer has been made for directing the respondent-University to regularise the services of the petitioner on the post of Lecturer as he had served the University for a considerable period of time.

2. The undisputed facts of the case are that vide notice dated 03.12.1997, applications were invited by the Head, Department of Bio-

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Technology, Guru Nanak Dev University, Amritsar, to fill one post of Lecturer on ad hoc basis against leave vacancy in the unrevised grade of Rs.2200-4000. On the recommendations of the Selection Committee (ad hoc), petitioner was appointed as Lecturer on ad hoc basis against leave vacancy of Dr. S.S. Kanwar, Lecturer, w.e.f. 06.01.1998 to 30.04.1998 or till Dr. Kanwar resumed duty, whichever was earlier. Thereafter, on the recommendations of the Head of the Department, petitioner was again appointed as Lecturer on ad hoc basis for a period of one month from 01.05.1998 to 31.05.1998 at a fixed salary of Rs.5000/- per month, in terms of orders dated 25.05.1998, passed by the Vice-Chancellor, as the petitioner had to finish the allocated work of research projects of M.Sc. IV semester students. As per the terms and conditions of the appointment letter, petitioner was relieved from duty on 01.06.1998 (forenoon). Subsequently, two posts of Lecturers on ad hoc basis against leave vacancies in the Department of Bio-Technology were advertised in 'The Tribune' dated 01.08.1998. The interview for these posts was held on 10.08.1998 and on the recommendations of the Selection Committee (ad hoc), petitioner was again appointed as Lecturer on ad hoc basis in the unrevised grade of Rs.2200-4000 for the period from 08.09.1998 to 30.04.1999. Thereafter, the petitioner was re-appointed as Lecturer on ad hoc basis from 13.05.1999 to 30.06.1999 at a fixed salary of Rs.5000/- per month and upon completion of term of appointment, he was relieved from duty in the afternoon of 30.06.1999.

The petitioner was again appointed as Lecturer on ad hoc basis in the

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Department of Bio-Technology w.e.f. 25.08.1999 to 02.11.1999 at a fixed salary of Rs.5000/- per month. The Syndicate of the respondent-University, in its meeting held on 18.10.1999, enhanced the fixed salary from Rs.5000/- to Rs.9000/- per month and accordingly, the petitioner was paid salary @ Rs.9000/- per month for the period from 18.10.1999 to 21.11.1999. Thereafter, the term of ad hoc appointment of the petitioner was extended from 23.11.1999 to 30.04.2000 at a fixed salary of Rs.9000/- per month. His appointment was further extended upto 31.05.2000 by giving a one day break in service on 01.05.2000 and he was relieved from duty in the afternoon of 31.05.2000. As there was no regular vacant post of Lecturer, a post of Lecturer on ad hoc basis/part time basis was advertised and on the recommendation of the Selection Committee (ad hoc), petitioner was appointed as Lecturer on ad hoc basis for the period from 20.09.2000 to 30.04.2001 on a fixed salary of Rs.10,000/- per month. However, the petitioner resigned from the said post on 24.11.2000. Thereafter, the petitioner served a legal notice dated 08.12.2000 (Annexure P-12) upon the respondent-University, seeking regularisation as a lecturer and consequential benefits. However, claim of the petitioner has been denied by the respondent-University vide reply dated 15.01.2001 (Annexure P-13). Hence, this writ petition.

3. Respondent-University has filed written statement to the writ petition thereby denying the claim of the petitioner by submitting that the petitioner was appointed as Lecturer on ad hoc basis against a

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leave vacancy. He was never selected as Lecturer on regular basis, therefore, he is not entitled to regular pay scale.

4. Learned counsel for the petitioner has contended that the petitioner served the respondent-University for about three years and due to the arbitrary decision of the respondent-University he resigned from service. He contended that the petitioner performed the duties identical to those of regular employees, therefore, he is entitled for regular pay scale and salary for summer vacations.

5. *Per contra*, learned counsel for the respondent-University opposed the prayer of the petitioner by submitting that the appointment of the petitioner was *de hors* the recruitment rules, made without a competitive selection process, and was purely temporary. Since, the petitioner was never selected on regular basis, therefore, he is not entitled to regular pay scale and present writ petition is liable to be dismissed.

6. I have heard learned counsel for the parties and perused the record.

7. Admittedly, the petitioner was appointed on ad hoc basis against a leave vacancy as Lecturer and his services were extended from time to time or he was re-appointed to meet immediate administrative requirements. It is undisputed that the appointment was not made through a regular recruitment process as mandated by the relevant Service Rules. After serving for a period of three years, the petitioner voluntarily resigned from the position to pursue other opportunity.

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Upon acceptance of resignation, the relationship of employer and employee stood completely extinguished. The nature of appointment of the petitioner *de hors* (outside) the recruitment rules, made without a competitive selection process, and was purely temporary. Ad hoc service does not confer an indefeasible right to regularization. A voluntary resignation constitutes a complete waiver of any past claims related to service tenure. Writ of *mandamus* cannot be issued to regularize a person who is not on the rolls of the establishment. The claim of the petitioner for payment of salary for summer vacations is also totally baseless as he was appointed on ad hoc basis for a specific period and for the period for which he was not in service, he cannot be paid salary.

8. In view of the above, finding no merit in the present petition, same is hereby dismissed.

10.04.2026
R.S.

(NAMIT KUMAR)
JUDGE

Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No