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IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-5810-2024

RIMPI

...PETITIONERS

VERSUS

UNION OF INDIA AND ORS.

....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL.

Present: Mr. Sarthak Gupta, Advocate
for the petitioner(s) (legal-aid counsel)

Mr. Sudhir Nar, Advocate
for the respondent-UOI

1.	The date when the judgment is reserved	21.05.2026
2.	The date when the judgment is pronounced	25.05.2026
3.	The date when the judgment is uploaded	26.05.2026
4.	Whether only operative part of the judgment is pronounced or whether the full judgment is pronounced	Full
5.	The delay, if any of the pronouncement of full judgment and reason thereof.	Not applicable

SANDEEP MOUDGIL, J

Prayer

1. The present writ petition has been filed under Articles 226/227 of the Constitution of India challenging order dated 09.03.2024, whereby the petitioner, working as Assistant Professor since 2021 on contractual basis, was relieved from service and sought to be replaced by another contractual employee on identical terms. The petitioner has also challenged the exploitative conditions of engagement, including payment of fixed salary instead of minimum of the regular pay scale with admissible D.A., despite

selection through a duly constituted Selection Committee, and seeks continuation in service with consequential benefits.

The Conspectus Of Facts

2. The petitioner was appointed as Guest Faculty in the Department of Development Studies pursuant to Advertisement dated 19.08.2021 after being selected by the duly constituted Selection Committee. She joined service on 04.12.2021 and continued to work against the said post. The petitioner possesses the qualifications of M.A., M.Phil. in Public Administration, is NET qualified and is also pursuing Ph.D. from Panjab University. She further belongs to the Physically Disabled category with 48% disability.

Respondent No.2 thereafter issued another advertisement dated 31.05.2023 for appointment of Assistant Professors on contract basis for the academic session 2023-24. The petitioner also participated in the said selection process. However, before declaration of the result, another contractual employee came to be appointed in the Department of Development Studies.

3. The grievance of the petitioner is that the respondents have proceeded to relieve her from service vide order dated 09.03.2024 and are seeking to replace her by another contractual employee, despite there being continuous requirement of work and there being no complaint regarding her functioning.

4. Claiming such action to be arbitrary and violative of Articles 14 and 16 of the Constitution of India, the petitioner has approached this Court seeking quashing of the relieving order and for a direction that she be permitted to continue till regular appointment is made.

Contentions**On behalf of Petitioners**

5. Learned counsel for the petitioner contends that the impugned action of the respondents in relieving the petitioner and replacing her with another contractual employee is wholly arbitrary, illegal and contrary to the settled principle of law that one contractual employee cannot be replaced by another contractual employee. It is submitted that the petitioner has been continuously working since the year 2021 against a regular and perennial requirement and there is no complaint whatsoever regarding her work or conduct.

6. It is further contended that the petitioner was appointed after undergoing a due process of selection conducted by a duly constituted Selection Committee and possesses all requisite qualifications for the post in question. Learned counsel submits that despite the petitioner having participated in the subsequent selection process initiated vide advertisement dated 31.05.2023, the respondents, without even declaring the result thereof, proceeded to appoint another contractual incumbent and sought to dispense with the services of the petitioner.

7. Counsel for the petitioner further argues that the action of the respondents is violative of Articles 14 and 16 of the Constitution of India, particularly when the petitioner belongs to the Physically Disabled category with 48% disability and has been discharging the same duties and responsibilities as regular Assistant Professors.

8. It has also been argued that the respondents are subjecting the petitioner to exploitative service conditions by paying her a fixed

remuneration of Rs.52,000/- per month despite extracting work identical to that of regular incumbents.

On behalf of Respondents

9. Learned counsel appearing on behalf of the respondents raises a preliminary objection with regard to the maintainability of the present writ petition by contending that in view of Section 36 of the Rajiv Gandhi National Institute of Youth Development Act, 2012, disputes arising out of contractual employment are liable to be referred to arbitration and, therefore, the present petition is not maintainable before this Court. It is further contended that the impugned action having arisen within the territorial jurisdiction of the Madras High Court, this Court lacks territorial jurisdiction to entertain the present petition.

10. The Counsel further submits that the petitioner was engaged merely as Guest Faculty on contractual basis for a fixed period of 11 months and was never appointed against any regular or sanctioned post. It is argued that the terms and conditions of engagement were duly accepted by the petitioner with full knowledge that she would be paid fixed remuneration of Rs.52,000/- per month and would have no right to claim regular appointment or continuation in service beyond the contractual period.

11. It is also contended that the petitioner had participated in a fresh selection process initiated for the post of Assistant Professor (on contract), but was not selected on merit by the duly constituted Selection Committee. Learned counsel submits that the selection was made after considering the overall performance and feedback of students and that mere participation in

the selection process did not confer any vested right upon the petitioner to seek appointment or continuation.

12. Counsel further argues that the petitioner has not been replaced by another Guest Faculty on contractual basis, rather an appointment has been made against the distinct post of Assistant Professor (on contract). It is submitted that the engagement of contractual faculty is permissible under UGC guidelines and that contractual appointments cannot be equated with adhoc appointments against sanctioned posts. Reliance has also been placed upon various judicial precedents to contend that contractual employees, having accepted the terms of engagement, cannot claim regularization or permanency as a matter of right.

13. Arguments were heard and the judgement was kept reserved on 21.05.2026.

Analysis

14. The admitted factual position before this Court is that the petitioner was engaged as Guest Faculty pursuant to a regular selection process conducted by a duly constituted Selection Committee and she continued to work with the respondents since 04.12.2021. It is also not disputed that the respondents have nowhere alleged any misconduct against the petitioner. The only stand sought to be projected is that another candidate has been appointed as Assistant Professor (on contract) pursuant to a subsequent selection process. However, from the pleadings on record, it clearly emerges that the nature of duties being discharged by the petitioner continued to subsist and the respondents, instead of making regular appointment, have sought to replace

one contractual employee by another contractual employee, merely by change of nomenclature of the post from “Guest Faculty” to “Assistant Professor”.

15. This Court is of the opinion that the distinction sought to be drawn by the respondents between “Guest Faculty” and “Assistant Professor (on contract)” also does not merit acceptance in the peculiar facts of the present case. Courts are required to examine the true nature of the action and not merely the terminology employed by the employer. The material on record shows that the petitioner was performing teaching functions in the Department of Development Studies and the subsequent engagement was also made for the same academic requirement. Mere change in nomenclature cannot be permitted to defeat settled principles of law.

16. The Supreme Court in “Rattan Lal v. State of Haryana 1985 INSC 177” deprecated the practice of keeping teachers on temporary basis for long durations despite continuous requirement of work. It was held that,

In all these petitions the common question which arises for decision is whether it is open to the State Government to appoint teachers on an ad-hoc basis at the commencement of an academic year and terminate their services before the commencement of the next years vacation or earlier to appoint them again on an ad-hoc basis at the commencement of next academic year and to terminate their services before the commencement of the succeeding summer vacation or earlier and to continue to do so year after year. A substantial number of such ad-hoc appointments are made in the existing vacancies which have remained unfilled for three to four years. It is the duty of the State Government to take steps to appoint teachers in those vacancies in accordance with the rules as early as possible. The State Government of Haryana has failed to discharge that duty in these cases. It has been appointing teachers for quite some time on an ad-hoc basis for short periods as stated above without any justifiable reason. In some cases the appointments are made for a period of six months only and they are renewed after a break of a few days. The number of teachers in the State of Haryana

who are thus appointed on such ad-hoc basis is very large indeed. If the teachers had been appointed regularly they would have been entitled to the benefits of summer vacation along with the salary and allowance payable in respect of that period and to all other privileges such as casual leave, medical leave, maternity leave etc. available to all the Government servants. These benefits are denied to these ad-hoc teachers unreasonably on account of this pernicious system of appointment adopted by the State Government. These ad-hoc teachers are unnecessarily subjected to an arbitrary 'hiring and firing' policy. These teachers who constitute the bulk of the educated unemployed are compelled to accept these jobs on an ad-hoc basis with miserable conditions of service. The Government appears to be exploiting this situation. This is not a sound personnel policy. It is bound to have serious repercussions on the educational institutions and the children studying there. The policy of 'ad-hocism' followed by the State Government for a long period has led to the breach of Article 14 and Article 16 of the Constitution. Such a situation cannot be permitted to last any longer. It is needless to say that the State Government is expected to function as a model employer.

17. Likewise, in **State of Haryana v. Piara Singh, 1992(3) SCT 201**, it was observed that ad hoc arrangements should not continue indefinitely where the work itself is regular in nature. Similar view was reiterated in **"Hargurpratap Singh v. State of Punjab 2007 (13) SCC 292"** while holding that one set of contractual employees cannot ordinarily be replaced by another set of contractual employees.

18. The contention raised by the respondents that the petitioner has no enforceable right since she was engaged on contractual basis cannot be accepted in the facts of the present case. Mere incorporation of a clause in the contract denying continuity in service does not authorize the State or its instrumentalities to act arbitrarily in violation of Articles 14 and 16 of the Constitution of India. Even a contractual employee is entitled to protection against arbitrary State action. The respondents admittedly continued to require

teaching faculty and instead of resorting to regular recruitment, proceeded to engage another contractual incumbent. Such action cannot withstand the test of fairness and non-arbitrariness. This view of mine is supported by **“Bhola Nath v. State of Jharkhand 2026 INSC 99”**.

19. This Court is also of the view that institutions imparting education are expected to adopt a more balanced and fair approach in matters concerning teachers and academic staff. Frequent replacement of teaching faculty through short-term contractual arrangements affects not only the employees concerned but also the academic environment of the institution itself. A public educational institution cannot be permitted to perpetuate uncertainty in service where the requirement of work is admittedly continuing.

20. The objection regarding maintainability of the writ petition also deserves rejection. The petitioner had been discharging duties at Chandigarh and the impugned consequences ensued within the territorial jurisdiction of this Court. Moreover, existence of an arbitration clause or alternative remedy is not an absolute bar where the action complained of is ex facie arbitrary and violative of constitutional guarantees.

21. It is also worth noting that the facts of the present case reflect an unfortunate practice increasingly adopted by public institutions, where regular and continuous work is taken from employees for years together, yet they are denied even basic security of tenure. The petitioner was engaged through a due process and continued to teach students in the respondent-Institution since the year 2021. The academic requirement never ceased and the courses continued, the students remained and the teaching work persisted. But the

action of the State in replacing the petitioner with another contractual employee, irrespective of the terminology employed by the respondents, cannot escape the vice of arbitrariness.

Conclusion

22. In view of the discussion made herein above, the impugned order dated 09.03.2024 (Annexure P-1) relieving the petitioner from service is hereby set aside. The respondents are directed to reinstate the petitioner forthwith to the post on which she was working prior to her relieving and permit her to continue in service till regular appointment is made in accordance with law. The petitioner shall also be entitled to continuity of service and all consequential benefits, including arrears of pay with an interest of 6% per annum, which shall be released by the respondent within a period of 4 weeks from the date of receipt of certified copy of this order.

23. It is, however, clarified that this order shall not preclude the respondents from undertaking regular recruitment in accordance with the applicable rules and regulations.

24. Consequently, the present writ petition is allowed in the aforesaid terms.

25. Pending application(s), if any shall be disposed off, accordingly.

25.05.2026
anuradha

(SANDEEP MOUDGIL)
JUDGE

Whether speaking/reasoned : Yes/No
Whether reportable : Yes/No