



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

CWP-8891-2026

Date of decision: 06.04.2026

Gursewak Singh

....Petitioner

Versus

State of Punjab and others

...Respondents

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. Abhishek K. Premi, Advocate
for the petitioner.

Mr. Vikas Arora, DAG, Punjab.

Ms. Shreya Bublan, Advocate
for respondents No.2 & 3.

HARPREET SINGH BRAR, J. (ORAL)

1. The present civil writ petition has been filed under Article 226 of the Constitution of India for issuance of a writ in the nature of *certiorari* for quashing the impugned letter dated 08.01.2026 (Annexure P-13). Further, for issuance of a writ in the nature of *mandamus* directing the respondents to re-join the petitioner to the post of Fireman with all consequential benefits.

2. Learned counsel for the petitioner *inter alia* contends that the petitioner was appointed to the post of Fireman on 06.03.2024, as discernible from Annexure P-1, and he joined his duties on 11.03.2024 with respondent No.2-Municipal Council. Subsequently, he was selected for the post of Clerk-cum-Data Entry Operator with the Education Department and received an appointment letter on 10.02.2025 (Annexure P-3). On 20.03.2025 (Annexure P-4), the petitioner submitted an application seeking acceptance of his resignation and requesting that his post be kept on lien to enable him to join



the Education Department. Respondent No.3 accepted his resignation on 28.03.2025 stating that the case for keeping the post on lien would be considered in the upcoming Municipal Council meeting, as discernible from Annexure P-5. The Municipal Council in its meeting held on 20.06.2025 unanimously passed Resolution No.195 approving the lien on the post for the petitioner, as discernible from Annexure P-7. Thereafter, the petitioner requested to rejoin respondent No.2-Municipal Council on 11.08.2025. The Executive Officer concerned informed him that the matter had been sent to the Government for approval, as discernible from Annexure P-9. Shockingly, respondent No.3 rejected the request for rejoining via the impugned letter dated 08.01.2026 (Annexure P-13) citing Rule 3.12 of the Punjab Civil Services Rules which states that there shall be no lien on a post for an employee on probation.

2.1 Learned counsel for the petitioner further submits that the impugned order (Annexure P-13) is arbitrary, illegal and violative of the principles of promissory estoppel as the respondents have taken a U-turn after the respondent No.2-Municipal Council unanimously passed a resolution approving the lien on the petitioner's post. The denial of permission to rejoin service of the respondent-Municipal Council after six months of passing the resolution in violation of the procedure prescribed under Rule 3.12 of the Punjab Civil Services Rules, Vol. I (Part I), Chapter III. He submits that the respondents have wrongly interpreted Rule 3.12 (*supra*) and rejected the claim of the petitioner. The respondents have relied upon Sub-rule (1) of Rule 3.12 while ignoring Sub-rule (2) which is applicable to the case of the petitioner, who is a temporary employee. Learned counsel relies upon the judgment of



this Court passed in CWP No.1168 of 2026 titled ***Shivani Jain vs. Punjab State Power Corporation Limited (PSPCL) and others***, decided on 19.01.2026 to support his case.

2.2 He further refers to the communication (Annexure P-14) and submits that respondent No.3 has categorically admitted that the lien of the petitioner has been approved in terms of the Punjab Civil Services Rules, as such, the sudden rejection of the respondent is *dehors* the Rules. Further, another identically circumstanced employee, who was appointed as a Fireman in the Municipal Corporation, Bathinda, in terms of the same advertisement under which the petitioner was selected, resigned from the said post after obtaining lien and subsequently joined the Punjab Police. Thereafter, the said employee requested the competent authority to permit him to rejoin the post of Fireman in the Municipal Corporation and his request was accepted. As such, the denial of similar relief to the petitioner is arbitrary in nature.

3. *Per contra*, learned counsel for respondents No.2 & 3 opposes the prayer made by the petitioner on the ground that the applicable rules do not provide for any lien to a temporary employee. The petitioner was on probation and had never been confirmed on his post so as to make him eligible to have a lien in terms of Rule 3.12 of the Punjab Civil Services Rules. She further relies upon the judgment of the Division Bench of this Court in ***Yogvender Singh vs. State of Haryana and others, 2007 (2) SCT 686***, wherein, this issue was considered and it was concluded that temporary employee, who has not been confirmed in service, cannot claim lien on the post. Furthermore, the reference made by the petitioner to the case of a similarly situated person who was initially appointed as a Fireman in the Municipal Corporation, is legally



insignificant in the absence of relevant material, including the orders passed by the competent authority.

4. Having heard learned counsel for the parties and upon perusal of the record, it transpires that the petitioner initially joined service of respondent No.2-Municipal Council as a Fireman on 11.03.2024 (Annexure P-2). A perusal of Annexure P-1 i.e. the appointment order, indicates that, under Clause 3, the appointment of the petitioner was subject to a probation period of three years and if during this period his work and conduct were not found satisfactory, he could be dismissed from service without notice. Further, Clause 9 of the appointment letter (Annexure P-1) makes it clear that the service of the petitioner shall be governed by the provisions of the Punjab Municipal Act, 1911, the Conduct Rules, 1966, the Punjab Civil Services (Punishment and Appeal) Rules, 1970, and the Punjab Municipal Fire Brigade Rules, 1977.

5. The petitioner was subsequently selected for the post of Clerk-cum-Data Entry Operator on 10.02.2025 and joined the Education Department on 20.03.2025. However, a request was made by the petitioner to keep a lien on the post of Fireman, which was duly approved by respondent No.2-Municipal Council in its meeting held on 20.06.2025 (Annexure P-7). On 11.08.2025, the petitioner sought to rejoin the respondent-Municipal Council by submitting an application (Annexure P-8), well within the period of two years from the date of his initial joining, i.e. 11.03.2024. Admittedly, the petitioner was on probation with respondent No.2-Municipal Council at the relevant time.

6. The controversy raised in the present case requires an analysis of Rule 3.12 of the Punjab Civil Services Rules, Vol. 1, Part I, which reads as under:-



“3.11. Omitted.

3.12. (1) A Government employee confirmed on a post acquires a lien on that post. If such a Government employee is appointed by direct recruitment or by transfer in another department or in a different cadre in the same department, as the case may be, he shall give an option to acquire the lien on the post, presently held by him within a period of six months after the completion of his probation period, and on exercise of such an option, he shall cease to hold the lien on the post in the parent cadre or department, as the case may be, from the date he is confirmed against the post presently held by him. If such an option is not exercised by him within the aforesaid stipulated period, he shall be reverted back to the parent cadre or department, as the case may be.

(2) In the case of a temporary Government employee, who is appointed by direct recruitment or by transfer in another department or in a different cadre in the same department, he shall not be allowed to retain any lien on the post held prior to this his new appointment after the expiry of a period of two years from the date of his joining against the new post.

Note.- If a Government employee, who is confirmed against a post in a department, has been appointed by direct recruitment or by transfer in another department or in a different cadre in the same department and has also completed his probation period, but has not been confirmed on the new post upto the date of publication of the Punjab Civil Services Rules (First Amendment) Rules, Volume-I, Part-1, 1997, in the Official Gazette, he shall give an option to acquire lien on the post presently held by him within a period of six months from the date of publication of the said rules. If such an option is not exercised by him within the aforesaid stipulated period, he shall cease to hold the lien on the post in the parent cadre or post or department, as the case may be, from the date he is confirmed against the new post presently held by him.”

(emphasis added)



7. A perusal of the aforesaid provision indicates that, as a general rule, a Government employee, upon confirmation, acquires a lien on his post. However, sub-clause (2) of Rule 3.12 contemplates a situation where a temporary Government employee is appointed by direct recruitment or by transfer in another department. A plain reading of the said clause shows that such an employee shall not be permitted to retain any lien on the post held prior to the new appointment after the expiry of two years from the date of joining the new post. By stating that a temporary employee shall not retain a lien *after the expiry of two years*, Rule 3.2(2) implicitly acknowledges that they ***do retain a lien for that two-year period***. Thus, Rule 3.2(2) acts as a sunset clause for unconfirmed employees, giving them a limited time to either achieve confirmation in the new department or return to the old one before their anchorage to the parent department is severed.

8. Adverting to the facts of the present case, it is an admitted position that the petitioner sought rejoining well within the stipulated period of two years. Consequently, notwithstanding his status as a temporary employee, he was entitled to retain and claim lien on the post. Furthermore, it must be pointed out that the Municipal Council, in its meeting held on 20.06.2025, unanimously passed Resolution No. 195 (Annexure P-7) approving the grant of lien to the petitioner. However, vide the impugned letter dated 08.01.2026 (Annexure P-13), the respondents have taken a complete U-turn by stating that an employee on probation is not entitled to any lien on a post. The State and its instrumentalities, being model employers, are held up to higher standards and therefore, bear an additional responsibility to ensure that their actions are not perceived as arbitrary or violative of the constitutional philosophy. The Hon'ble

Supreme Court in *Maneka Gandhi vs. Union of India and another 1978(1) SCC 248* has held that Article 21 confers a fundamental right on every citizen to not be deprived of his life or liberty except in accordance with the procedure established by law and that such procedure must be reasonable and fair. Further, in *L.I.C. of India vs. Consumer Education & Research Centre 1995(4) SCT 678*, the Hon’ble Supreme Court further clarified that the duty to act fairly is a part of the procedure envisaged under Articles 14 and 21 of the Constitution of India. As such, any approach, especially that of a public employer, that exhibits any signs of arbitrariness would necessarily be in conflict with Articles 14 and 21 of the Constitution of India.

9. In view of the above, the present writ petition is allowed. The impugned letter dated 08.01.2026 (Annexure P-13) is hereby quashed and the respondents are directed to consider the claim of the petitioner in view of the present judgement and pass a speaking order accordingly, within a period of three months from the date of receipt of certified copy of this order.

(HARPREET SINGH BRAR)
JUDGE

06.04.2026
Neha

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