



LPA-891-2026

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

LPA-891-2026

Date of decision: 22.04.2026

AKASH SHARMA

...Appellant

VERSUS

STATE OF PUNJAB AND OTHERS

...Respondents

**CORAM: HON'BLE MR. JUSTICE JASGURPREET SINGH PURI
HON'BLE MR. JUSTICE YASHVIR SINGH RATHOR**

Present: Mr. Sudeep Mahajan, Senior Advocate with
Ms. Saachi Mahajan, Advocate and
Mr. Samridham Goyal, Advocate
for the appellant.

Ms. Shruti, AAG, Punjab.

Mr. D.S. Randhawa, Advocate
for respondents No.2 to 4.

JASGURPREET SINGH PURI, J. (Oral)

1. The present is a Letters Patent Appeal filed assailing the judgment dated 13.02.2026 passed by learned Single Judge, whereby, the writ petition filed by the appellant seeking regularization of his service has been dismissed.

2. Mr. Sudeep Mahajan, learned Senior counsel with Ms. Saachi Mahajan, Advocate appearing on behalf of the appellant submitted that the appellant was appointed as a Computer Typist in July, 2010 through a service provider. It was thereafter, that on 17.10.2011, the respondent/Superintending Engineer, (Civil) Municipal Corporation,



Amritsar recommended his engagement on contractual basis, in view of shortage of Computer Typist. At that point of time, he was satisfactorily working for about one year and the Commissioner, Municipal Corporation also recommended that he can be appointed on contractual basis. Thereafter, an agreement was executed on 01.11.2011, between the appellant and the Municipal Corporation, engaging him as a Computer Typist for a period of one year from 01.11.2011 to 31.10.2012. It was thereafter that the contractual appointment of appellant was continuously extended through successive contractual agreements for a number of times and in this way, eventually his last term was upto 31.01.2017. He further submitted that all orders of appointment on contractual basis, along with their extensions, were in the nature of agreements under which the appellant had agreed to work as Computer Typist in the aforesaid Office of Superintending Engineer for which sanction was granted by the Commissioner, Municipal Corporation. He also submitted that there was a clause in each agreement that the services rendered by the appellant shall be on contractual basis and will not be considered on seniority and service shall not be considered as a Municipal service in any manner and submitted that although, there was a clause with regard to same but the same ought not to be enforced against the appellant.

3. He submitted that before the expiry of aforesaid last term of sanction i.e. 31.01.2017, the appellant moved a representation to the respondent-Municipal Corporation, Amritsar on 20.01.2017 with a request to extend his term for nine months and although the earlier Commissioners had approved the same but the new Commissioner did not grant the same. Again, repeated representation was also given in this



regard by referring to an Act passed by the State of Punjab namely Punjab Ad hoc, Contractual, Daily Wage, Temporary, Work Charged and Outsourced Employees' Welfare Act, 2016 (**for short 'Act of 2016'**) which was notified by the State of Punjab on 24.12.2016 and the Act has been annexed as Annexure P-20, but the representations were not decided by the respondent and therefore, the appellant had filed a Civil Writ Petition bearing No.10185 of 2017, in which a direction was issued to the respondent-Corporation to decide the representation expeditiously by passing a speaking order. The claim, in the writ petition, was declined by the respondent by passing an order dated 20.01.2022 (Annexure P-22), which was challenged in the *Civil Writ Petition No.12434 of 2022* titled as '*Akash Chand Vs. State of Punjab and others*' and the same was dismissed. Hence, the present appeal has been filed.

4. He submitted that one of the issues which was decided by learned Single Judge was as to whether the aforesaid Act namely 2016 Act was still in force or not, though it was correctly observed by learned Single Judge that the aforesaid Act of 2016 is still in force because the same has not been repealed yet, as there was no sanction of the Governor of Punjab and submitted that if the aforesaid Act of 2016 is still in force, then the claim of the petitioner for seeking regularization was emanating from the aforesaid Act and by virtue of the aforesaid Act, he was entitled for regularization to the said post even if his total period of working on contractual basis was about 6½ years.

5. Learned Senior counsel referred to the provision of the aforesaid Act of 2016 and submitted that under Section 3 of the aforesaid Act, which provides for a non-obstante clause, the services of Group A, B



and C employees who are working on ad hoc, contractual, daily wages, temporary or work charged basis under the State Government or its entities for a continuous period of not less than three years preceding the date on which the said Act come into force shall be regularized by the Competent Authority in such services of the State Government or its entities, subject to the conditions which have been mentioned. He further submitted that so far as the present appellant is concerned, he was in 'C' category and his total tenure of work on contractual basis was more than three years because he had worked for 6½ years and therefore, the requirements under Section 3 of the aforesaid Act were fulfilled and consequently, the appellant was entitled for being appointed and being regularized under the aforesaid Schedule. He submitted that in this way, the judgment passed by learned Single Judge is liable to be set aside.

6. On the other hand, Mr. D.S. Randhawa, counsel appearing on behalf of respondents No.2 to 4, assisted by Ms. Shruti, AAG, Punjab submitted that the grievance of the petitioner pertaining to refusal for being regularized and that he is covered under Section 3 of the aforesaid Act is misconceived. They submitted that the learned Single Judge has rightly observed that even if the aforesaid Act of 2016 is still in force, the appellant was not entitled for being regularized even though he had worked for about 6½ years because the aforesaid sub-section (1) of Section 3 is subject to various riders and also subject to fulfillment of certain conditions which have been enumerated in the aforesaid Section 3 of the Act of 2016 and submitted that under Section 3 (1) (c) of the aforesaid Act, which was a condition that the initial appointment must have been made through a transparent process. They submitted that the



aforesaid condition was not fulfilled because the petitioner was appointed straightaway through a service provider without neither there being any advertisement, nor any selection process was followed and also the appointment was only for one year which was later on extended from time to time for short spells and the petitioner continued for a period of over 6½ years on the basis of such short-term extensions granted without following any procedure. They submitted that since the aforesaid condition was not satisfied, the benefit of the aforesaid Act could not be given to the appellant and therefore, the present appeal is liable to be dismissed.

7. We have heard learned counsel for the parties at length.

8. The total period for which the appellant has served is stated to be about 6½ years. Admittedly, the appellant was appointed as a Computer Typist through a service provider and was, therefore, engaged on an outsourced basis. Thereafter, he was engaged on contractual basis from time to time and his services were extended in different spells which continued only till 31.01.2017. In this way, after the aforesaid date i.e. 31.01.2017, the services of the petitioner were never extended and he was not serving with the respondent at the time of filing of the writ petition i.e. in the year 2022. Although, he had filed a representation and by way of a direction of a Coordinate Bench of this Court in Civil Writ Petition bearing No.10185 of 2017, an order was required to be passed by the respondent with regard to the grievances raised by the appellant and the same was passed vide Annexure P-22.

9. The argument raised by learned Senior counsel for the appellant was that he was entitled for regularization on the basis of Act of



2016. As per learned Senior counsel for the appellant, the appellant was falling in the 'C' category and therefore, the provision of Section 3 of the aforesaid Act was applicable to him. Therefore, it is necessary to peruse the aforesaid provisions of the Act which is also stated to be in operation as of now. Section 3 of the aforesaid Act is reproduced as under:-

“3(1) Notwithstanding anything contrary contained in any law, judgment, decree or order of any court, tribunal or any other authority, services of such Group 'A', 'B' and 'C' employees, who are working on ad hoc, contractual, daily wage, temporary or work charged basis under the State Government or its entities for a continuous period of not less than three years preceding the date of coming into force of this Act shall be regularised by the competent authority in such service of the State Government or its entities, subject to the following conditions, namely:-

- (a) fulfil the eligibility with regard to minimum and maximum age limit;*
- (b) possess requisite educational qualification and experience as specified for the post under the service rules at the time of initial appointment;*
- (c) initial appointment was made by following transparent process;*
- (d) satisfactory verification of antecedents;*
- (e) have good character and conduct; and*
- (f) have not been indicted or undergoing any civil, criminal or departmental proceedings:*

Provided that the entities of the State shall consider regularization only if such entity is in a financial position to take the burden of such regularization on its own without transferring any



liability to the State exchequer.

(2) During the probation period, the person regularised under this section shall be entitled to draw salary at the minimum of the Pay Band applicable to the post against which his services have been regularised in Group 'A', 'B' or C services, as the case may be, or actual remuneration being received at the time of regularization, whichever is more.

10. A perusal of the aforesaid provision would show that it is in the nature of a non-obstante clause, which provides that the services of Group A, B and C employees, who were working on ad hoc, contractual, daily wages, temporary or work charged basis under the State Government or its entity for a continuous period of not less than three years preceding the date of coming into force of this Act shall be regularized by the Competent Authority in such service of the State Government or its entities, subject to the conditions which have been mentioned in the Act of 2016. There is no dispute that the appellant was falling in 'C' category and has rendered more than three years of service on contract basis. However, the aforesaid provision contained in the Sub Section (1) of Section 3 of the Act is subject to various conditions which have been enumerated in Clauses (a) to (f). As per Clause (c), the initial appointment must be made through a transparent process. Therefore, the right of an employee to be considered for regularization is subject to the fulfillment of this condition. It was the case of the respondents that at the time of initial appointment, the respondent did not follow any transparent process and the appellant was appointed through a service provider and thereafter by agreement from time to time his engagement was extended on contractual basis with a further condition that the appellant will not



claim anything. One such agreement was appended to the writ petition as Annexure P-5. Pertaining to the aforesaid clause that the appellant will not be considered on seniority or any other claim which is contained in Clause 4 reproduced as under:-

“4. That the party of 1st part shall be responsible any damage done to machinery of Computer and the same shall recovered under the rules from the contract amount, if any, amounts remains the same shall be recovered from the property of 1st as arrear of land revenue.

a) That the services rendered in the contract basis will not be considered on seniority or any other claim, also render regarding service shall not the considered as Municipal Services in any manner.

b) That the agreement shall deemed to be entered into w.e.f 01.11.2011 and same shall remain valid upto 31.10.2012 for one year.”

11. Therefore, it was required to be seen whether any transparent process or procedure was followed at the time of recruitment of the appellant through outsourcing or at the time of extension or not. However, in the facts and circumstances of the present case, the appellant's initial appointment/engagement was not preceded by any kind of selection process and he was straightaway engaged through a service provider. It was thereafter extended from time to time by agreements with a condition that he would not claim seniority or any other benefit.

12. The learned Single Judge, considered all the aforesaid issues, including whether the requirement of condition 'C' had been complied with or not, and observed that it was on the request of Superintending Engineer that the appellant was engaged on contractual basis. No



selection process was followed which may have involved any kind of written test, interview or any such other procedure. In this manner, no procedure whatsoever was followed for the first engagement. It was because of this reason, learned Single Judge has dismissed the petition because no such procedure was followed.

13. We are of the considered view that there is no error in the judgment passed by learned Single Judge because the appellant is not entitled for the regularization as per the aforesaid provision contained in Section 3 of the aforesaid Act of 2016. Once the appellant has not satisfied the aforesaid condition ‘(c)’ then, he would not be entitled for any selection as per Section 3(1)(c). The appellant has not been able to show any document to the effect that any procedure was followed before his engagement as a Computer Typist.

14. Another argument advanced by learned Senior Counsel for the appellant was that the expression “in a transparent manner” does not necessarily imply that a formal procedure must be established, as the said expression has not been defined or elaborated anywhere. We are unable to agree with the argument raised by learned Senior counsel for the appellant to that effect that the purpose and rationale of the provision of Section 3 (1) was to protect those employees who were engaged through a transparent process but in a case, where no proper procedure was followed of any kind whatsoever i.e. advertisement/test etc. without giving an opportunity to others and straightaway if an employee was engaged through the service provider would certainly mean that transparent process was not followed and therefore, the argument which was raised by learned Senior counsel for the appellant was not



sustainable.

15. We are of the considered opinion that there is no merit in the present appeal and the same is accordingly, dismissed.

(JASGURPREET SINGH PURI)
JUDGE

22.04.2026
Ali

(YASHVIR SINGH RATHOR)
JUDGE

Whether speaking/reasoned :	Yes
Whether Reportable :	No