



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

CWP-12473-2026

Date of decision: 24.04.2026

Mandeep Kumar and others

....Petitioners

Versus

State of Punjab and others

...Respondents

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. Prateek Pandit, Advocate
for the petitioners.

Mr. Amit Shukla, DAG, Punjab.

Mr. Akash Vashisth, Advocate
for respondents No.2 & 3.

HARPREET SINGH BRAR, J. (ORAL)

1. The present civil writ petition has been filed under Articles 226/227 of the Constitution of India for issuance of a writ in the nature of *certiorari* for quashing the order dated 04.12.2025 (Annexure P-18), Clause 2 of letter dated 20.04.2023 (Annexure P-9) as well as Clause 2 of appointment letters dated 09.09.2021 (Annexure P-5), 09.09.2021 (Annexure P-6), 31.03.2022 (Annexures P-7 & P-8). Further, for issuance of a writ in the nature of *mandamus* directing the respondents to grant full pay to the petitioners admissible to the post of Assistant Engineer (Electrical) during the probation period completed by them and further, to grant all consequential benefits to the petitioners including arrears of pay along with interest @ 9 % per annum from the date due till actual payment of the same.

2. Learned counsel for the petitioners *inter alia* contends that the petitioners were given offer of appointment as Assistant Engineer on



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09.09.2021 as discernible from Annexures P-5 & P-6 and the petitioners within the stipulated time. The seniority of the petitioners as Assistant Engineer (Electrical) was fixed along with their batch mates vide office order dated 20.04.2023 (Annexure P-9). Despite being granted seniority, the petitioners were held entitled only to fix pay during their probation period while their batch mates were paid full salary. The respondents granted fixed pay based on Finance Circular No.06/2015 dated 10.04.2015 (Annexure P-14) which adopted a government notification providing for fixed pay during probation for direct recruits. The issue involved in the present writ petition is squarely covered by the judgment rendered by the Division Bench of this Court in CWP No.17064 of 2017 titled as ***Ajay Kumar Singla and others Vs. State of Punjab and others*** decided on 16.02.2023 (Annexure P-15) in which the notification dated 22.12.2025 was quashed by holding that employees are entitled to full pay from the date of their initial appointment. The petitioners served a legal notice on 24.09.2024 (Annexure P-16) which remained unheeded compelling the petitioner to approach this Court by filing CWP No.24989 of 2025 titled as ***Mandeep Kumar and others Vs. State of Punjab and others*** which was disposed of on 05.09.2025 (Annexure P-17) with a direction to the respondents to decide the legal notice.

2.2 In purported compliance, the claim of the petitioners was rejected vide order dated 04.12.2025 (Annexure P-18). The impugned order as well as the impugned clauses in the appointment letters are contrary to the binding judgment of the Division Bench of this Court in ***Ajay Kumar Singla's case (supra)*** which has quashed the very notification under which the fixed pay was



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granted. The respondents have acted in a discriminatory manner by granting full pay to similarly situated batch mates while denying it to the petitioners violating Article 14 of the Constitution of India. Further, denying full pay during probation, especially, after the petitioners have been granted seniority along with their batch mates, is arbitrary and unreasonable.

3. *Per contra*, learned counsel for the respondents-Corporation submits that a Special Leave Petition before the Hon'ble Supreme Court is pending against the judgment rendered by the Division Bench of this Court in ***Ajay Kumar Singla's case (supra)*** in which some stay order has been passed, as such, till the decision of the Hon'ble Supreme Court, the present petition may be adjourned *sine die*. However, he is not in a position to distinguish the case of the petitioners from the case of the petitioners in ***Ajay Kumar Singla's case (supra)***.

4. In rebuttal, learned counsel for the petitioners submits that the Hon'ble Supreme Court has only stayed the proceedings in a contempt petition.

5. Having heard learned counsel for the parties and after perusing the record of the case with their able assistance, it transpires that the Government of Punjab issued a notification on 15.01.2015 on the basis of which, the respondent-Corporation by adopting the same, issued Finance Circular No.06/2015 dated 10.04.2015 (Annexure P-14) by providing fixed pay during probation for direct recruits. The issue is no longer *res integra*. The Division Bench of this Court in ***Ajay Kumar Singla's case (supra)*** quashed the notification dated 22.12.2015. Thereafter, in CWP No.8922 of 2017 titled as ***Gurwinder Singh and others vs. State of Punjab*** decided on 13.09.2018, the



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Division Bench quashed Notification No.7/204/2012-4FP1/60 dated 15.01.2015. Further, in another case i.e. CWP No.6391 of 2016 titled as ***Dr. Vishavdeep Singh and others vs. State of Punjab and others*** decided on 26.10.2018, the same Bench followed its earlier decision in ***Gurwinder Singh's case (supra)*** and quashed the notification dated 15.01.2015, insofar as it substituted Rule 4.1 of the Punjab Civil Services Rules and provided for payment of only fixed monthly emoluments under Rule 2.20-A of the said Rules, as well as the stipulation that the period of probation shall not be counted as service on the post.

6. In view of the above, the present civil writ petition is allowed and the order dated 04.12.2025 (Annexure P-18), Clause 2 of letter dated 20.04.2023 (Annexure P-9) as well as Clause 2 of appointment letters dated 09.09.2021 (Annexure P-5), 09.09.2021 (Annexure P-6), 31.03.2022 (Annexures P-7 & P-8), are hereby set aside. The respondents-Corporation are directed to release the arrears of full pay to the petitioners for the probation period completed by them and further to release all consequential benefits within a period of three months from the date of receipt of a certified copy of this order. However, it is made clear that the petitioners shall furnish an undertaking before the respondents-Corporation that in the event any adverse order is passed by the Hon'ble Supreme Court against the petitioners or similarly situated employees regarding entitlement to full pay during the probation period, the respondents-Corporation shall be entitled to recover the excess amount, if any, paid to the petitioners.

(HARPREET SINGH BRAR)
JUDGE

24.04.2026

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