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

**CWP-18685-2021(O&M)
Date of decision : 10.02.2026**

Smt. Rajinder Chohan

....Petitioner

Versus

State of Punjab and others

...Respondents

**CORAM: HON'BLE MR. JUSTICE DEEPINDER SINGH
NALWA**

Present: Mr. Surender Lamba, Advocate for the petitioner.

Mr. N.P.S. Hira, DAG, Punjab.

Mr. Anupam Singla, Advocate for respondent No.3.

DEEPINDER SINGH NALWA, J. (Oral)

In the present writ petition, the petitioner is praying for issuance of a writ in the nature of certiorari for quashing the order dated 13.08.2021 (Annexure P-5), whereby the claim of the petitioner for counting the period of her contractual service from 13.05.1999 to 14.05.2003 for retiral/pensionary benefits has been rejected.

2. The brief facts of the case are that the petitioner was appointed on the post of Project Officer (Punjabi) initially for 06 months on contract basis vide order dated 13.05.1999 (Annexure P-1).

The period of contract was extended from time to time. The petitioner was appointed afresh on the same post on regular basis vide



appointment letter dated 14.05.2003 (Annexure P-2). The petitioner was to remain on probation for a period of one year which was extendable upto two years. Vide letter dated 04.10.2004 (Annexure P-3), the service of the petitioner was confirmed w.e.f. 15.05.2003. The petitioner retired on attaining the age of superannuation on 31.03.2020 vide order dated 02.03.2020 (Annexure P-4). After retirement of the petitioner, the petitioner made a representation to the respondents that the earlier period of service rendered by her on contract basis should be taken into consideration as a qualifying service for the purpose of retiral/pensionary benefits. In pursuance of the representation submitted by the petitioner, the respondent No.3 passed an order dated 13.08.2021 (Annexure P-5) whereby the claim of the petitioner for counting of her service rendered on contract basis from 13.05.1999 to 14.05.2003 as qualifying service for the purpose of retiral/pensionary benefits was rejected. Aggrieved against the order dated 13.08.2021 (Annexure P-5), the petitioner has filed the present writ petition.

3. Learned counsel for the petitioner submits that the earlier service rendered by the petitioner on contract basis w.e.f. 13.05.1999 to 14.05.2003 should be treated as a qualifying service for the purpose of retiral/pensionary benefits. Reliance is made to Rule 3.17 of the Punjab Civil Services Rules Vol. II, as applicable to the petitioner.

4. On the other hand, learned counsel for respondent No.3 submits that the services rendered by the petitioner on contract basis w.e.f. 13.05.1999 to 14.05.2003 cannot be taken into consideration as a qualifying service for the purpose of retiral/pensionary benefits for the



reason that the services rendered by the petitioner on contract basis was not followed by regularization. Learned counsel for respondent No.3 further submits that the petitioner was appointed afresh vide appointment letter dated 14.05.2003 (Annexure P-2), as such, the previous service rendered by the petitioner on contract basis has rightly not been taken into consideration for the purpose of retiral/pensionary benefits. It is also the case of learned counsel for respondent No.3 that the appointment on contract basis cannot be held to be a permanent appointment or substantive appointment, as such, on this ground also the service rendered by the petitioner on contract basis cannot be taken into consideration for the purpose of retiral/pensionary benefits.

5. I have heard learned counsel for the parties at length and perused the paper-book along with records.

6. A perusal of the facts of the present case would show that the petitioner was appointed on contract basis for a period of six months on the post of Project Officer (Punjabi) on a fixed salary of Rs.8300/- per month. The contract was extended from time to time. Thereafter, the petitioner was appointed afresh on regular basis vide appointment letter dated 14.05.2003 (Annexure P-2). Taking into consideration the fact that the petitioner was appointed afresh and it was not the case of the petitioner that service rendered on contract basis by him was followed by regularization, as such, the service rendered by the petitioner on contract basis cannot be taken into consideration as a qualifying service for the purpose of retiral/pensionary benefits. It would be apt to state that service on contract basis can be taken into



consideration as a qualifying service for the purpose of retiral/pensionary benefits only if it is followed by regularization. As in the present case, the service of the petitioner on contract basis was not followed by regularization and the petitioner was appointed afresh on the post of Project Officer (Punjabi), as such, service rendered by the petitioner on contract basis cannot be taken into consideration as a qualifying service for the purpose of retiral/pensionary benefits. Reliance is placed upon judgment passed by this Court in ***CWP No.4025 of 2025*** titled as ***Darshan Singh Vs. State of Punjab and others, decided on 25.03.2025***. The relevant extract from the said judgment is reproduced hereinbelow:-

“10. It is relevant here to refer to Rule 3.17A of the Punjab Civil Services Rules, Volume II, which reads as under:-

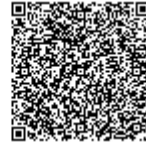
“3.17(A)

(1) Subject to the provisions of Rule 4.23 and other rules and except in the cases mentioned below, all service rendered on establishment, interrupted or continuous, shall count as qualifying service:-

(i) Service rendered in work-charged establishment.

(ii) Service paid from contingencies: Provided that after 1st January, 1973 half of the service paid from contingencies will be allowed to count towards pension at the time of absorption in regular employment subject to the following conditions:-

(a) Service paid from contingencies should have been in a job involving wholetime employment (and not part-time or for a portion of the day).



(b) Service paid from contingencies should have been in a type of work or job for which regular post could have been sanctioned e.g. Malis, chowkidars, khalasis etc.

(c) The service should have been one for which the payment is made either on monthly or daily rates computed and paid on a monthly basis and which though not analogous to the regular scale of pay should bear some relation in the matter of pay to those being paid for similar jobs being performed by staff in regular establishment.

(d) The service paid from contingencies should have been continuous and followed by absorption in regular employment without a break.

(iii) Casual or daily rated services.

(iv) Suspension adjudged as a specific penalty.”

11. A conjoint reading of the rule quoted above and observation of this Court would reveal that it is well established now that the period of service rendered on daily wages/work-charged prior to regularization of service is liable to be counted for the purpose of retiral benefits.

12. A perusal of the facts of the present case would show that in fact service rendered by the petitioner as a daily wagger on the post of cleaner were never followed by regularization. The petitioner was appointed afresh on the post of Conductor on regular basis on 18.08.2000.

13. In view of the facts and circumstances of the present case, the service rendered by the petitioner as a daily wagger from 03.05.1984 to 06.08.2000 cannot be taken into consideration for the purpose of retiral benefits. Finding no merit in the present petition, the same is dismissed.”



7. Taking into consideration the facts of the present case, this Court does not find any infirmity or illegality in the impugned order dated 13.08.2021 (Annexure P-5).
8. Accordingly, the present writ petition is dismissed.
9. Pending application(s), if any, shall also stand(s) disposed of.

10.02.2026	(DEEPINDER SINGH NALWA)	
<i>d.gulati</i>	JUDGE	
Whether speaking / reasoned :	Yes	No
Whether Reportable :	Yes	No