



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

Sr. No.210

CWP-19055-2018 (O&M)

Date of decision: 04.02.2026

Dr. Gurpreet Kaur

..... Petitioner

VERSUS

State of Punjab and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE DEEPINDER SINGH NALWA

Present: Mr. Ramesh Kumar, Advocate, for the petitioner.

Mr. Amarpreet Singh Bains, AAG, Punjab.

Mr. B.S. Khehar, Advocate, for respondents No.2 to 5.

DEEPINDER SINGH NALWA, J.(Oral)

1 In the present writ petition, the petitioner has challenged the order dated 13.03.2018 (Annexure P-2) vide which, the petitioner has been relieved from the post of Teaching Assistant working under the Self Financing Scheme (hereinafter referred to as the Scheme).

2. The brief facts of the case are that the petitioner was engaged as a Teaching Assistant on 14.08.2015, on contract basis, in the Department of Food Science & Technology, Punjab Agricultural University, Ludhiana (Annexure P-1). The engagement of the petitioner was for a period of six months or till the termination of the scheme/regular incumbent joins, whichever was earlier and subject to the availability of funds in the scheme. The contract of the petitioner was



extended from time to time and the last extension of contract of service of the petitioner was to expire on 10.03.2018. The petitioner was relieved w.e.f. 09.03.2018 (Friday) as 10.03.2018 was a Saturday. Aggrieved against the abovesaid order dated 13.03.2018 (Annexure P-2), whereby, the petitioner was relieved from service w.e.f. 09.03.2018, the petitioner has filed the present writ petition.

3. The only contention raised by the learned counsel appearing on behalf of the petitioner is that as the scheme is still in existence, there was no reason to relieve the petitioner from service.

4. Learned counsel appearing on behalf of the respondents No.2 to 5-University submits that there is no infirmity or illegality in the order dated 13.03.2018 (Annexure P-2) as the petitioner was appointed on contract basis and her contract of service expired on 10.03.2018. On expiry of the contract of service, the petitioner was relieved on 09.03.2018. As such, the abovesaid order dated 13.03.2018 (Annexure P-2) has rightly been passed. He further submits that after the petitioner was relieved from service, she was employed on the post of Assistant Professor at Guru Granth Sahib World University, Fatehgarh Sahib.

5. I have heard the learned counsels appearing on behalf of the parties at length.

6. In regard to contention raised by the learned counsel appearing on behalf of the petitioner that the petitioner could not be



relieved from service as the scheme was still in existence at the time of passing of the order dated 13.03.2018 (Annexure P-2) is concerned, a perusal of the facts of the present case would show that the petitioner was engaged on contract basis for a period of six months or till the termination of the scheme/regular incumbent joins, whichever was earlier. The contract of service of the petitioner was extended till 10.03.2018. On expiry of the contract, the petitioner was relieved from service. A perusal of the facts of the present case would show that the contract of service of the petitioner was to expire on 10.03.2018 (Saturday) and the petitioner was relieved from service on 09.03.2018 (Friday).

7. It is well settled law that the employee does not have any right to continue in service beyond the period of contract, even if, the scheme is in existence. It is also not the case of the petitioner that the petitioner has been replaced by same set of employee. Taking into consideration that the contract of service of the petitioner was to expire on 10.03.2018 and 10.03.2018 being a Saturday, the petitioner was rightly relieved from service on 09.03.2018.

8. In view of the above, there is no infirmity or illegality in the order dated 13.03.2018 (Annexure P-2). As such, there is no merit in the present writ petition and the same is hereby dismissed.



9. Pending miscellaneous application(s), if any, also stands disposed of.

(DEEPINDER SINGH NALWA)
JUDGE

04.02.2026
Ramandeep Singh

Whether speaking / reasoned	Yes / No
Whether Reportable	Yes/ No