

HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP-21780-2022 (O&M)

Rajan Goyal

... Petitioner

VS.

UGC & Ors.

... Respondents

1.	Judgment reserved on	07.03.2026
2.	Judgment pronounced on	30.04.2026
3.	Judgment uploaded on	01.05.2026
4.	Whether operative or full judgment	Full
5.	Delay in pronouncement of full judgment and reasons, if any	NA

CORAM: HON’BLE MR.JUSTICE SANDEEP MOUDGIL

Present: Mr. Harish Goyal, Advocate for the petitioner

Mr. Vipul Aggarwal, Sr.Panel Counsel for respondent No.2

Ms. Divya Godara, Advocate for respondents No.3 & 4

Sandeep Moudgil, J.

Prayer

(1). The jurisdiction of this Court has been invoked under Article 226 of the Constitution of India, *inter alia*, for issuing a writ of certiorari quashing the clause 10.0 (f) (iii) of University Grants Commission (Minimum Qualifications for appointment of Teachers and Other Academic Staff in Universities and Colleges and Measurers for Maintenance of Standards in Higher Education) Regulations, 2018 (Annexure P7) and directing the respondent no.2 to consider his experience for the post of Assistnat Professor in Computer Science and Technology, advertised on 13.04.2022 and award requisite marks. He also seeks a direction to respondent No.3 to revise the salary at par with regular Assistant Professor in view of the above Regulations.

Backdrop of proceedings

(2). Notice of motion in this case was issued on 10.10.2022 and in pursuance thereto, respondent No.2 was directed to provisionally interview petitioner subject to final result of the writ petition. Thereafter, a Division Bench of this Court passed the following order on 24.03.2025:-

“1. The petitioner, in this Writ Petition, has made two-fold prayers; i.e. (a) he is assailing the provisions of Rules relating to Clause 10 (f) (iii) of the UGC Regulations, 2018, laying down the minimum qualification by the UGC, which provides that the service experience of an ad hoc lecturer can only be counted provided he is working against the regular post and (b) he is seeking awarding of requisite marks for the experience gained by him for the post of Assistant Professor in Computer Science and Technology Department under advertised dated 13.04.2022.

2. Learned counsel for the petitioner submits that on account of the said Clause 10 (f) (iii) of the UGC Regulations, 2018, the petitioner was denied benefit of counting of his experience for the purpose of appointment on the post of Assistant Professor under the advertisement dated 13.04.2022.

3. An application bearing No. CM-4231-CWP-2024 has been moved on behalf of respondent No.2-Central University of Punjab, stating that the said post has been earmarked for the candidate belonging to the Scheduled Caste category and the candidate, who was selected against the said post under the Scheduled Caste category, did not join and the post was re-advertised, whereafter the selection has been done and new incumbent has been appointed against the Scheduled caste Category post under the new advertisement dated 08.09.2023. Vide the said application, the documents regarding advertisement dated 08.09.2023 and the subsequently appointment of Dr. Priyavrat on the post of Assistant Professor in the Department of Computer Science Technology under the Scheduled Category has been placed on record.

4. *Keeping in view thereto, we find that so far as the petitioner, who is from the general category, is concerned, could not have competed against the reserved post and the claim of the petitioner for the said post is found to be without any basis.*

5. *We have also noticed that the petitioner has challenged the provisions of the UGC Regulations 2018 after participating in the selection process, however, we need not to go into the said aspect as the same has become purely academic for the present purpose.*

6. *Accordingly, the prayers (a) & (b) made by the petitioner are rejected as having become otiose.*

7. *So far as the claim of the petitioner as against the Punjabi University, Patiala (respondents No.3 and 4) for seeking minimum of the pay scale as he is working since 2011 is concerned, the same still survives and for the said purpose, learned counsel for respondents No.3 and 4 shall address arguments in this regard. Since, the challenge to the vires has been rejected and the prayers (a) & (b) made by the petitioner are rejected as well, we relegate this case to the learned Single Bench for hearing on merits relating to the other prayers of the petitioner.*

8. *All pending applications in this case are disposed of accordingly.”*

(3). Learned counsel for the petitioner at the very outset submits that according to the order dated 24.03.2025 for not correctly worded but except prayer (vii) mentioned after para 19 of the writ petition would survive for adjudication whereas rest of the prayers were rejected by that order.

(4). Culminating the petition to be adjudicated issue revolves around seeking direction by way of a writ of mandamus to respondent No.3 i.e. Punjabi University, Patiala to revise the salary/total emoluments payable to the petitioner w.e.f. 03.08.2011 could not be less than total gross salary payable to the regularly appointed Assistant Professor with respondent No.4 i.e. Punjabi

University Guru Kashi Campus, Damdama Sahib, Talwandi Sabo, Distt. Bathinda as per the University Grants Commission (Minimum Qualifications for Appointment of Teachers and other Academic Staff in Universities and Colleges and other Measures for the Maintenance of Standards in Higher Education) Regulation, 2018 (Annexure P-7) (in short, the 2018 Regulations) as well as UGC Regulation of 2010 (Annexure P-8) (in short, the 2010 Regulations) and such benefit the petitioner claims to be entitled along with arrears w.e.f. 03.08.2011 along with interest @ 18% per annum.

Contentions on behalf of the petitioner

(5). Learned counsel for the petitioner contends that the petitioner fulfills all minimum qualifications for Assistant Professor under UGC Regulations and was appointed properly on 03.08.2011 and as such, a qualified person's past service must count towards regular appointment. It is unfair and wrong to ignore this service just because the salary was not "proper" and this fault lies with the employer and not the employee. Paying less salary does not erase the real teaching experience gained. There is no logical connection between salary amount and the quality or value of experience. Simply put, experience is about work done, not pay received.

(6). He submits that the rule tying salary to experience counting is new and unreasonable and under the 2010 Regulations (Annexure P8) its Clause 10 allowed prior experience to count without any salary condition. Its Clause 13 says that contractual teachers must get minimum pay like regularly appointed teachers and this salary-experience link first appeared in Clause 10.0(f)(iii) of the 2018 Regulations and as such, the new regulations cannot apply

retrospectively and as such, the petitioner's experience from 03.08.2011 to 18.07.2018 under the old rules must be fully counted.

(7). It is averred that both 2010 and 2018 Regulations' Clause 13 require contractual Assistant Professors to get fixed pay at least equal to a regular counterpart full gross salary and this rule started on 28.06.2010 i.e. before the petitioner's joining. He also contended that the respondent No. 3 wrongly and arbitrarily is paying only basic pay and not the gross which doubly harms the petitioner as he not only lost salary over years but was also denied 11 years' experience for regularization.

Contentions on behalf of the respondents

(8). Reply dated 22.11.2023 has been filed on behalf of respondents No.3&4 – Punjabi University, Patiala wherein it has been averred that petitioner was admittedly appointed purely on contractual basis and thus not entitled to salary at par with the gross salary of regularly appointed Assistant Professors. She submits that respondent No. 3 is an autonomous body and pays contractual employees as per its own University Regulations, and not as per UGC Regulations and since the petitioner expressly consented to these terms at the time of acceptance of contractual appointment and every extension thereof, he cannot now plead otherwise.

(9). She then submits that vide appointment letter dated 28.07.2011 (Annexure R-3/1), the petitioner was selected via walk-in-interview for six months on consolidated salary of Rs.15,500/- p.m, and he did not then possess the minimum M.Tech qualification under UGC 2010 Regulations 4.4.6.1 which required first-class Master's in Engineering/Technology, as his thesis was pending and thereafter he underwent fresh selection via walk-in-interview and

was re-appointed contractually vide letter dated 24.08.2012 (Annexure R-3/2) till end of 2012-13 session or regular recruitment, whichever earlier, at consolidated salary of Rs.21,600/- p.m. He again accepted all terms. Subsequent extensions followed, with salary revisions approved by Syndicate i.e. Rs.30,000/- p.m. (w.e.f. 09.10.2018) and Rs.44,000/- p.m. (w.e.f. 27.02.2019).

(10). It is argued that petitioner's salary equals/exceeds basic pay of regular Assistant Professors. She submits that petitioner's own application dated 12.09.2022 to Central University of Punjab (Annexure P6) defends fixed pay for contractual staff as a cost-saving measure, stating it "can never be at par with regular staff" and exceeds basic pay per UGC norms and thus he has waived/abandoned any claim to gross salary parity. She further averred that the regularly appointed Assistant Professors are required to maintain Academic Performance Indictors (API) scores, conduct original search, publish in peer-reviewed journals, supervise doctoral students and contribute to institutional governance through statutory committees and these responsibilities are interal to the regular post but are not mandated for contractual positions and therefore, the work, as pleaded by the petitioner, is and cannot be identical and thus the petitioner is not entitled to gross salary at par with his regular counter-parts.

(11). That apart, learned counsel argued that the writ petition is barred by delay, laches, and acquiescence as no explanation is offered for challenging 2011-2022 salary after over a decade, without prior demand. Reliance has been placed on Supreme Court decision in **State of Uttar Pradesh v. Arvind Kumar Srivastava (2015) 1 SCC 347** to contend that the fence-sitters who acquiesce and wake up late after others succeed cannot claim relief and since

the Petitioner accepted fixed pay for years without protest and should have remained vigilant, he could have raised objections timely.

(12). Heard learned counsel for the parties the judgment was kept reserved on 07.03.2026.

Analysis

(13). The narrow issue, post the Division Bench order dated 24.03.2025, is whether a writ of mandamus should issue to direct respondent No.3 to pay the petitioner, a contractual Assistant Professor, fixed emoluments not less than the monthly gross salary of a regularly appointed Assistant Professor, in terms of Clause 13 of the 2010 and 2018 UGC Regulations, and to grant consequential arrears.

(14). Clause 13 of the 2010 Regulations clearly provides that where contract appointments are made, the fixed emoluments “should not be less than the monthly gross salary of a regularly appointed Assistant Professor,” and this condition has been carried forward in substance in the 2018 Regulations. Respondents No.3 and 4 are undisputedly UGC-regulated institutions and thus they cannot pick and choose which binding norms to follow while taking benefit of UGC status, and the university’s internal “autonomous” regulations cannot override minimum standards prescribed by UGC.

(15). Once Clause 13 applies, the University’s practice of paying him only a consolidated amount lower than the gross salary of a regular Assistant Professor directly violates that clause, even if it may exceed basic pay. The respondents’ principal defences that the petitioner consented to consolidated pay and even “defended” it in his own application beside that his duties are

allegedly lighter than those of regular Assistant Professors cannot defeat a statutory minimum standard.

(16). Courts have repeatedly held that minimum legal or constitutional standards for pay and service conditions cannot be given up by so-called consent of individual employees. Indeed, the Supreme Court in **U.P. Junior High School Council Instructor Welfare Association vs. State of Uttar Pradesh, S.L.P. (C) No.9459 of 2023** decided on 04.02.2026 has recently held that permanently fixing grossly low honorarium for contractual teachers amounts to a form of forced labour and is impermissible under Article 23. If such low fixed honorarium can be interdicted as unconstitutional, a fortiori a university cannot ignore UGC's pay parity mandate for contractual Assistant Professors and justify it on "cost-reduction" or employee consent. The relevant extract of the judgment reads as under:-

“Notably, these part-time contractual instructors/teachers were discharging duties similar to regular teachers including teaching up to eight periods in a day, thereby performing the same workload and responsibilities as regular teachers. In view of constitutional mandate of providing free education up to primary levels, the State Government cannot abandon the scheme and render the Upper Primary Education meaningless, as it would be in conflict with the Act. Accordingly, the nature of work assigned to these instructors/teachers is apparently of a permanent nature. The conclusion is, therefore, inevitable that the appointments of these instructors/teachers are more or less of a permanent 25 nature and against a post which is deemed to have been created substantively.

At this juncture it would be necessary to advert to yet another submission that has been put forth by the State. It is

contended that the fixation of honorarium of these instructors/teachers is a policy decision wherein Court has no role to play. This cannot be accepted in the facts and 29 circumstances of the case. The fixation of honorarium to the instructors/teachers may be a policy decision but it cannot be exercised in an arbitrary manner so as to subject the instructors/teachers to 'Begar'. The honorarium has to be fixed in consonance with the duties assigned to these instructors/teachers depending upon their stature. Therefore, any policy decision of the Government permanently fixing the honorarium of the instructors/teachers for all times to come, cannot be justified and approved of as periodical revision depending upon the price rise, cost of living and other host of factors. It is always permissible to revise the honorarium once fixed, not only in the case of instructors/teachers but also in the employment of workers/labourers.

Consequently, the State's actions has created a condition of economic coercion that is inconsistent with the constitutional safeguards against forced labour. The State's action of withdrawing a legitimately enhanced wage and then allowing honorarium to remain artificially depressed would, in 35 substance, be inconsistent with the spirit of Article 23 of the Constitution which prohibits all forms of forced labour. The State, under the guise of contractual management or financial constraint, cannot compel labours/teachers to such coercive circumstances."

(17). In these circumstances, respondent No.3, being bound by these Regulations, cannot rely on internal "autonomous" norms, employee consent, or cost-reduction policy to justify a lower consolidated salary, nor can it defeat a continuing statutory entitlement by invoking laches beyond limitation of arrears.

Conclusion

(18). Accordingly, this petition is allowed and the respondents No.3 and 4 are directed to fix and pay to the petitioner fixed emoluments at par with the monthly gross salary of a regularly appointed Assistant Professor in the same department from the due date and pay consequential arrears along with interest @ 6% p.a. from the date of accrual till its actual realization, within a period of 2 months from the date of receipt of certified copy of this order.

(19). Pending application(s), if any, also stand disposed of.

30.04.2026
V.Vishal

(Sandeep Moudgil)
Judge

1. Whether speaking/reasoned?	:	Yes/No
2. Whether reportable?	:	Yes/No