



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

235

CWP-26640-2023 (O&M)
Date of decision: 02.07.2026

Ramesh Chand Yaduwanshi

....Petitioner

Versus

State of Haryana and others

....Respondents

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. Shreenath A. Khemka, Advocate
with Mr. Deepak Jaglan, Advocate
for the petitioner.

Mr. Saurabh Girdhar, AAG, Haryana.

HARPREET SINGH BRAR J. (Oral)

1. The present writ petition has been filed under Articles 226/227 of the Constitution of India seeking issuance of a writ in the nature of *certiorari* for quashing the impugned speaking order dated 03.11.2023 (Annexure P-13), whereby the claim of the petitioner for counting the period of service rendered by him on contractual/*ad hoc* basis from 04.11.1997 to 25.07.2004 for the purposes of grant of increments and other consequential benefits has been rejected. A further prayer has been made for issuance of a writ in the nature of *mandamus* directing the respondents to count the aforesaid period of *ad hoc* service towards increments and to release all consequential service benefits.

2. Learned counsel for the petitioner, *inter alia*, contends that the petitioner was initially appointed as a lecturer on contractual/*ad hoc* basis in the year 1997 and he has worked as such from 04.11.1997 till



25.07.2004 at Government Polytechnic Uttawar. Thereafter, an advertisement No.01/2007 was issued for the post of Lecturers in Computer Engineering. The petitioner being fully eligible applied for the same and was selected by the duly constituted Selection Committee. Thereafter, the petitioner was appointed on 03.08.2007 and he was serving as a Lecturer in Computer Engineering since then. The petitioner is primarily aggrieved by not extending him the benefit of his previous service rendered as a contractual/*ad hoc* employee from 04.11.1997 till 25.07.2004, whereas the similarly situated employees were granted the benefit of *ad hoc* service rendered by them prior to the regular employment. The detail of the same has been given in a tabulated form at Para No.16 (vi) of the writ petition.

3. Learned counsel for the petitioner submits that the case of the petitioner is squarely covered by the judgment rendered by the Coordinate Bench of this Court in ***Jai Pal Singh vs State of Haryana, 1994(2) SCT 527*** (Annexure P-16) and the judgment passed in CWP-13133-1989, titled as ***Dr. Muni Lal, Ayuvedic Medical Officer vs The State of Haryana and another***, decided on 16.12.2009 (Annexure P-17) as well as the Division Bench judgment of this Court passed in LPA-839-2010, titled as ***State of Haryana and others vs Dr. Muni Lal***, decided on 17.08.2010 (Annexure P-18). He further submits that the respondents have rejected the claim of the petitioner and denied him the benefit of *ad hoc* service rendered from 04.11.1997 till 25.07.2004 on the premise that there was a break in service which is more than one



year. Learned counsel for the petitioner refers to the impugned order dated 03.11.2023 (Annexure P-13) and submits that the conclusion drawn by the respondents (available at Page No.51, Para Nos.13 and 14) clearly indicates that the benefit of past services rendered by the *ad hoc* services employees is not covered under Rule 4.4(b) of Civil Services Rules, Volume-I as the gap period between *ad hoc* services rendered by the petitioner and his subsequent regular employment on regular basis on 07.08.2007, is more than 01 year which is contrary to the mandate of Rule 4.4(b) *ibid*.

4. Learned counsel for the petitioner further refers to Annexure P-21 i.e. Punjab Civil Services Rules and submits that there is no such condition in Rule 4.4 to the effect that if the break in service is more than one year then no benefit of past service can be extended. Moreover, such condition was introduced only under Rule 72 which was notified under the Haryana Civil Services (Pay) Rules, 2016 for the first time whereas the eligibility period of the petitioner is prior to the aforesaid Rules. As such, the case of the petitioner is required to be examined in the light of Rule 4.4(b) *ibid*. Further, the respondents in their written statement have mechanically denied the benefit extended to the identically circumstanced employees as has been mentioned by the petitioner in Para 16(vi) of the writ petition. The petitioner has filed the rejoinder and has placed on record the Minutes of the Meeting of 3rd BOG (Annexure P-19) wherein vide Agenda Item No.3.4 the previous service rendered by 03 employees namely Sanjay Mehta, M.P. Singh



and Rajesh Jindal, has been extended. He further refers to the judgment rendered by the Coordinate Bench of this Court ***Jai Pal Singh's case (supra)*** and submits that this Court has granted the benefit of past service to identically circumstanced employees in spite of the fact that one of them i.e. Dr. Mangal Ram, was having a gap of nearly two years between *ad hoc* service and regular service. As such, the issue involved in the present case is already settled and the petitioner is also entitled to the same relief as has been extended to the identically circumstanced employees in ***Jai Pal Singh's case (supra)*** and ***Dr. Muni Lal's case (supra)***.

5. *Per contra*, learned State counsel refers to Para No.13 of the written statement and submits that it was decided by the competent authority that the benefit of past service rendered by an *ad hoc* employee is not covered under Rule 4.4(b) of the Civil Services Rules, Volume-I as the gap period between *ad hoc* services rendered by the petitioner and his subsequent regular appointment on regular basis on 07.08.2007 is more than 03 years, 03 months and 14 days, as such the benefit of *ad hoc* service towards consequential increment (protection of pay) is contrary to the provisions contained in the aforesaid Rules which provides that the interruption between *ad hoc* service and regular employment shall not be more than one year's duration. As such, the petitioner is not entitled to any relief. Further, the benefit of past service extended to one Suresh Kumar has been withdrawn.



6. In rebuttal, learned counsel for the petitioner has produced the judgment passed by the Coordinate Bench of this Court in ***Suresh Kumar's case*** in **CWP No.19164 of 2023**, whereby the order dated 03.08.2023 (Annexure R-2), was set-aside, and thereafter, another order was passed on 27.05.2025, by the Joint Director (Admn.), for Director General, Technical Education, Haryana, Panchkula, whereby the financial benefits were paid to Suresh Kumar, and the order passed by this Court on 03.03.2025, in **COCF No.3947 of 2025** has been complied with.

7. I have heard learned counsel for the parties and perused the record with their able assistance.

8. From the perusal of the record, it transpires that the petitioner was initially appointed as Lecturer in Department of Technical Education in the year 1997, and he served as such from 04.11.1997 till 25.07.2004, at Government Polytechnic. Thereafter, the petitioner participated in the selection process issued vide advertisement No.01/2007, and he was selected as a Lecturer in Computer Engineering on 03.08.2007. The petitioner has highlighted the past precedents of 03 employees whose details have been given in a tabulated form in Para No.16 (vi) of the writ petition and has also placed on record the Minutes of the Meeting (Annexure P-19), whereby vide Agenda Item No.3.4, the benefits of past service was extended to those 03 employees. The relevant portion of the said Minutes of the Meeting, which was duly approved in a subsequent meeting vide Annexure P-20, reads as under:-



Agenda item No.3.4
Giving benefit of past service.

It is proposed to give benefit of previous service in the department to newly recruited faculty members in the society, the details of the faculty are as follows:-

1	Sh. Sanjay Mehta	Lecturer in Electrical Engg. joined on 07-08-07 (A.N.)	Worked in Govt. Poly. from 30.11.97 to 11.11.2002, 30.03.2004 to 06-08-07
2	Sh. M.P. Singh	Lecturer in Civil Engg. joined on 08-08-07 (08-08-07)	Worked in Govt. Poly. from 20.7.98 to 07-08-07 on adhoc basis
3	Sh. Rajesh Jindal	Lecturer in Comm. Skills joined on 28-09-07	Worked in Govt. Poly. on adhoc basis from 25.7.98 to 11.11.2002, 21.11.03 to 27.9.07

These faculty members may give the benefit of service in the deptt. towards pay fixation and leave etc. as per Punjab Civil Service Rules. Similar benefit has been given in other societies.

Item is placed for consideration and decision.

9. Furthermore, Rule 4.4 of the Punjab Civil Services Rules, Volume-I reads as under:-

FIXATION OF INITIAL PAY

4.4. *The initial substantive pay of a Government employee who is appointed substantively to a post on a time-scale of pay is regulated as follows:-*
(a) If he holds a lien on a permanent post, other than a tenure post-



(i) when appointment to the new post involves the assumption of duties or responsibilities of greater importance (as interpreted for the purposes of rule 4.13) than these attaching to such permanent post, he will draw as initial pay the stage of the time-scale next above his substantive pay in respect of the old post;

(ii) when appointment to the new post does not involve such assumption, he will draw as initial pay the stage of the time-scale which is equal to his substantive pay in respect of the old post, or, if there is no such stage, the stage next below that pay plus personal pay equal to the difference; and in either case will continue to draw that pay until such time as he would have received an increment in the time-scale of the old post or for the period after which an increment is earned in the time-scale of the new post, whichever is less. But if the minimum of the time-scale of the new post is higher than his substantive pay in respect of the old post he will draw that minimum as initial pay;

(iii) when appointment to the new post is made on his own request under rule 3.17 (a) and maximum pay in the time-scale of that post is less than his substantive pay in respect of the old post, he will draw that maximum as initial pay.

Note. Omitted.

(b) If the conditions prescribed in clause (a) are not fulfilled, he will draw as initial pay the minimum of the time-scale, on appointment in Government service in the case of member of Punjab Civil Service (Judicial Branch), specialist doctors and on completion of probation in other cases:

Provided both in cases covered by clause (a) and in cases, other than cases of re-employment after resignation or



removal or dismissal from the public service, covered by clause (b), that if he either –

(1) has previously held substantively or officiated in –

(i) the same post, or

(ii) a permanent or temporary post on the same time-scale, or

(iii) a permanent post other than a tenure post or a temporary post (including a post in a body, incorporated or not, which is wholly or substantially owned or controlled by the Government) on an identical time-scale; or

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10. A perusal of the aforesaid Rule clearly indicates that there is no stipulation regarding any gap between *ad hoc* or regular service for becoming eligible to avail the benefit of past service rendered on *ad hoc* basis. Further, the Coordinate Bench of this Court in ***Jai Pal's case (supra)*** has considered the issue involved in the present case and observed as under:-

6. The case of petitioner has, however, been opposed and by way of preliminary objections, it has been pleaded that petitioner was wrongly given the benefit of ad hoc service towards increment in contravention of rules/instructions by the Chief Medical Officer, Faridabad by way of pay fixation as there was break in his ad hoc service and regular service. The pay of petitioner has now been refixed according to rules/instructions. The petitioner had been given necessary show cause notice and personal hearing by respondent No. 1 to recover the excess payment made to him due to wrong fixation of pay by the Chief Medical Officer Faridabad and, therefore, no legal right of his has been infringed. The reply on merits is also on the



same ground and by specifically pleading the break in service.

7. Petitioner filed additional affidavit as directed by the Motion Bench specifically pleading that the Government had given benefit of ad hoc service to Dr. Hari Singh Yadav, Dr. Subodh Kumar, Dr. Likhi Ram and Dr. Mangal Ram even though all of them had break in their service, that is, there was some gap between the date when they were in ad hoc service and the date when they were given regular appointment. The detail of break in each case has been separately given. There was a break in service of Dr. Hari Singh Yadav from October 23, 1977 to August 15, 1978 i.e. nine months and 24 days. Break in the service of Dr. Subodh Kumar was for a period of about ten months whereas break in service of Dr. Likhi Ram was for a period of two months and that of Dr. Mangal Ram was for a period of nearly two years. No rejoinder controverting the facts contained in the additional affidavit has been filed by the respondents.

8. The only contention raised by Mr. Monga, learned Deputy Advocate General, Haryana, is that the instructions, Annexure P-8, talk of absorption of an employee Government department, thus, pre-supposing that there is no break in service whereas admittedly, there was break in service of petitioner even though for a period of nearly two months. Even though, prima facie, the contention raised by Mr. Monga does not sound plausible as it is wholly un-understandable as to how a person who might have continued in service by getting an order of regularisation without proper selection could be better placed than a person who occupied regular post following proper selection by the competent authority, yet I do not



wish to go into this matter and determine it conclusively as the relief can be granted to petitioner on the sole ground that persons similarly situate have been given better treatment and the petitioner has been discriminated. Petitioner on affidavit has pleaded that Government has granted benefit of ad hoc service towards fixation of pay despite break in service with regard to Dr. Hari Singh Yadav, Dr. Subodh Kumar, Dr. Likhi Ram and Dr. Mangal Ram. The break in the case of Dr. Mangal Ram was for a period of nearly two years. If the benefit of Rule 4.4(b) of PCSR, Volume I, Part I was given to the persons aforesaid even though there was break in their service far more in point of time than that of petitioner, the same benefit has to be granted to petitioner as well. The Government cannot discriminate between the persons equally situate and order Annexure P-7 treating petitioner differently than that of his counterparts would be violative of Article 14 of the Constitution of India and for that reason alone the impugned order, Annexure P-7, deserves to be set aside and is hereby quashed.

11. Accordingly, the present writ petition is allowed. The impugned speaking order dated 03.11.2023 (Annexure P-13) is hereby set-aside. The respondents are directed to extend to the petitioner the benefit of the period of service rendered by him on contractual/*ad hoc* basis from 04.11.1997 to 25.07.2004 for the purpose of increments and all other consequential service benefits, in terms of the law laid down by this Court in ***Jai Pal Singh's case (supra)*** and ***Dr. Muni Lal's case (supra)***. Necessary consequential orders shall be passed and all



admissible benefits shall be released to the petitioner within a period of 08 weeks from the date of receipt of a certified copy of this order.

12. Pending miscellaneous application, if any, also stands disposed of.

(HARPREET SINGH BRAR)
JUDGE

02.07.2026
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Whether speaking/reasoned:	Yes/No
Whether reportable:	Yes/No