

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH****1. CWP-18043-2017 (O&M)**

Pummy Sharma and others

....Petitioners

Versus

State of Punjab and others

....Respondents

2. COCP-3756-2017 (O&M)

Pummy Sharma and others

....Petitioners

Versus

Manjinder Singh and another

....Respondents

1.	Date when judgment was reserved	27.01.2026
2.	Date of pronouncement of judgment	13.02.2026
3.	Date of uploading judgment	13.02.2026
4.	Whether operative part or full judgment is pronounced	Full
5.	Delay, if any, in pronouncing of full judgment and reasons thereof	Not Applicable

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. R.K. Malik, Sr. Advocate,
with Mr. Sandeep Dhull, Advocate
for the petitioner(s) in both cases.

Mr. Vikas Arora, DAG, Punjab.

Mr. Mrigank Sharma, Advocate
for respondent No.1 in COCP No.3756 of 2017.

Mr. Sudeep Khunger, Advocate,
and Ms. Sudrishti, Advocate
for respondent No.4 in CWP No.18043 of 2017.

**HARPREET SINGH BRAR J. (Oral)**

1. This judgment shall dispose of both the above-mentioned petitions as they arise from the same factual matrix. However, for the sake of brevity, the facts are taken from ***CWP No.18043 of 2017***.

2. The petition (CWP No.18043 of 2017) 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 letter dated 26.04.2017 (Annexure P-9) issued by respondent No.3 as well as impugned order dated 06.07.2017 (Annexure P-11) passed by respondent No.4, implementing the decision of respondent No.3, in so far as it retrospectively stays the process of regularization of services of the petitioners. A further prayer is made for issuance of a writ in the nature of *mandamus* directing the respondents to complete the process of regularization of their services.

FACTUAL BACKGROUND

3. Tersely put, the facts are that the petitioners are working as Teachers, on a contractual basis, with respondent No.5-Shivalik Model Senior Secondary School which is run and managed by respondent No.4-Municipal Council, Nangal. Petitioner No.1 is employed as a Trained Graduate Teacher (TGT) and petitioners No.2 to 5 are Primary Teachers (PRT), petitioners No.6 to 8 are Lab Attendants while petitioners No.9 and 10 are working as *Aya*. The petitioners applied to the said posts in furtherance of the advertisement dated 28.03.2008 (Annexure P-1) and were subsequently invited for interview vide letters



dated 02.01.2009 issued by respondent-Council. The duly constituted Selection Committee conducted the scrutiny of documents of applicants as well as their interview. Ultimately, the selection process was finalized vide order dated 19.01.2009 (Annexure P-3) passed by the Administrator, Municipal Council, Nangal and the petitioners were appointed to their respective posts on contractual basis by issuing appointment letters dated 04.02.2009. Subsequently, the petitioners were ordered to be regularized in view of the meeting of the respondent-Council dated 26.12.2016 (Annexure P-6), however the implementation of the same was stayed vide letter dated 26.04.2017(Annexure P-9) issued by respondent No.3. Rather, the respective contracts of the petitioners were retrospectively renewed with effect from 10.02.2017 to 09.08.2017, as indicated by Annexure P-12. Aggrieved by the same, the present writ petition was moved before this Court.

CONTENTIONS

4. Learned Senior counsel for the petitioners submitted that the petitioners were appointed against regular posts, however, on contract basis. Their initial appointment was for a period of one year i.e. from 10.02.2009 to 09.02.2010, which was renewed every year for one year till 09.02.2017. On 24.12.2016, the Government of Punjab notified the Punjab Ad hoc, Contractual, Daily Wage, Temporary, Work Charged and Outsourced Employees' Welfare Act, 2016 (hereinafter 'the Act of 2016'), in view of which, the respondent-Council took up the matter of regularization of the contractual employees of the respondent-



School. In its meeting dated 26.12.2016 (Annexure P-6), the respondent-Council approved the said regularization and also undertook to bear the financial burden that comes with it. As a matter of fact, the Executive Officer, Municipal Council issued appointment letters dated 28.12.2016, on regular basis, to the petitioners.

5. He further argued that in spite of adherence to the due process, respondent No.3-Director, Department of Local Government erroneously issued the impugned letter dated 26.04.2017 (Annexure P-9) staying the implementation of the decision to regularize the services of the petitioners in terms of meeting dated 26.12.2016 (Annexure P-6). Notably, the above-mentioned decision was passed without affording an opportunity of hearing to the petitioners. Further, on the basis of letter dated 26.04.2017 (Annexure P-9), order dated 06.07.2017 (Annexure P-11) was passed by the respondent-Council stating therein that the appointment letters were issued to the petitioners without obtaining a prior approval from the Department of Local Government. It was also noted that the contracts of 13 employees have been renewed for a period of 06 months, in terms of the directions of respondent No.3-Director vide letter dated 19.06.2017. Being left with no other option, the petitioners had to accept the retrospective renewal of their contractual employment, however, under written protest. Furthermore, the consolidated salary for contractual employment is grossly lower than the basic minimum salary of the pay scale applicable to regular employees. Moreover, the regular appointment letters issued to the



petitioners stipulated that they will be paid minimum basic salary of their respective posts during the probation period. As an illustration, the consolidated salary being paid to petitioner No.1 is Rs. 8100/- per month while the minimum basic salary for her regular post is Rs.10,300/- per month. Learned Senior counsel also submitted that in a similar case bearing *COCP No. 2510 of 2017* titled '*Meena Kumari and others vs. Sh.Manjinder Singh Executive Officer and others*', the petitioners therein were reinstated from the date they were relieved in violation of the *status quo* orders. Lastly, the respondents have denied the petitioners their constitutional right to equal pay for equal work as they are performing similar duties to their regular counterparts. Reliance in this regard is placed on the judgment rendered by the Hon'ble Supreme Court in *State of Punjab vs. Jagjit Singh and others (2017) 1 SCC 148*.

6. *Per contra*, learned counsel for respondent-Council contended that the petitioners have not undergone the selection process as is the norm for appointment of regular employees. Moreover, the appointment letters issued to the petitioners with respect to regular posts, clearly stated that their appointment would be subject to the approval of the relevant resolution by respondent No.3-Director, Department of Local Government. Therefore, the petitioners cannot claim any benefits on the strength of the resolution allowing regularization or the appointment letters issued in furtherance thereof. The respondent-Director, Department of Local Government did not



approve the said resolution as the same was passed in furtherance of the Act of 2016, which was challenged before this Court. Further, ***Jagjit Singh's case (supra)*** is not applicable to the case of the petitioners as they were working purely on contractual basis that came to an end upon expiry of the contract period. He also denied that the workload of the petitioners was at par with their respective regular counterparts.

OBSERVATIONS AND ANALYSIS

7. Having heard learned counsel for the parties and after perusing the record of the case, it appears that the petitioners were employed on contract basis with the respondent-School from 04.02.2009 and continued working in that capacity till the year 2016 when a resolution was passed by the respondent-Council deciding to regularize their services. Accordingly, the petitioners were issued appointment letters against regular posts on 28.12.2016. However, the same was made subject to approval of the said resolution by the Director, Department of Local Government. The relevant part of the appointment letter dated 28.12.2016 (Annexure P-7), which is *pari materia* to all the other appointment letters, is reproduced below:

“1. As per Govt. Notification No.62-Leg-/2016 Dated 24.12.2016 and Municipal Council Nangal's Resolution No.9 Dated 26.12.2016 you are hereby offered the regular appointment on the post of TGT Social Science, Shivalik Model School on following terms and conditions. According to Punjab Govt. Notification No.7/204/2012-4F.P.1/66 dated 15.01.2015C.S.R. volume 1 Part 1 amended terms and conditions will also apply. After completion of probation period pay scale of 103000-34800 +4200 as grade pay & other allowances will be admissible



*to you. **Your appointment is subject to approval of Resolution No.9 dated 26.12.2016 by Director, Local Govt., Punjab.***

(emphasis added)

8. Further, vide letter dated 26.04.2017 (Annexure P-9) issued by the Department of Local Government, the operation of resolution, whereby regularization of services of the petitioners was approved, was stayed in view of the challenge to the Act of 2016 made before this Court. As such, the respondent-Council passed the impugned order dated 06.07.2017 (Annexure P-11) vide which, in terms of resolution No.20 dated 04.05.2017, the contract of the petitioners was extended for a period of 06 months from 10.02.2017 to 09.08.2017. The said contract (Annexure P-12) also mentioned that on expiry of the contract period, the engagement shall stand automatically terminated without further notice. The petitioners filed the present petition challenging this action on 10.08.2017 and vide order dated 16.08.2017, the following order was passed by a Coordinate Bench of this Court:

*“Learned counsel for the petitioners submits that the petitioners were selected by following the proper procedure and even the appointment letters were issued after scrutinizing all the documents but subsequently the final orders have been withheld. **Learned counsel further submits that the petitioners are still continuing in service even after expiry of period of contract.***

Notice of motion for 1.12.2017.

Meanwhile, status quo as it exists today shall be maintained.

(emphasis added)



9. It has been alleged that a relieving order with respect to the petitioners was issued by the respondent-Council on 10.08.2017. However, the same was not communicated to the petitioners directly but addressed to the Principal of the respondent-School, who received it on 21.08.2017 (Annexure P-15). Upon receipt of the letter dated 21.08.2017 (Annexure P-15), the petitioners were relieved from duty on the same day, in spite of the aforementioned order, which caused the petitioners to file a contempt petition bearing number **COCP No.3756 of 2017** against the Executive Officer, Municipal Council, Nangal and Principal of the respondent-School.

10. The respondents have taken a specific stand that the contract of the petitioners had expired before order dated 16.08.2017, implementing status quo, was passed. Curiously, Annexure P-16 indicates that the petitioners were allotted particular duties for the Independence Day celebrations on 15.08.2017 along with rest of the staff. Further, Annexure P-17 reflects the signature of respondent No.2, indicating that he had checked the credentials of a student while issuing the School Leaving Certificate on 21.08.2017. The attendance sheet for petitioners-Navjit Kaur and Kanta Devi, available at Annexure P-18, further reinforces the fact that the petitioners remained in service even after the expiry of their contract on 09.08.2017. As a matter of fact, in a meeting of the respondent-Council held on 17.08.2017 (Annexure P-21), against Agenda No.63, the contract of the petitioners was ordered to be renewed for another six months in view of public interest and interest



of the school. As such, it is clear that the petitioners were in continuous service of the respondent-School, especially in absence of any disagreement from the respondents.

11. Be that as it may, an order dated 25.01.2019 was passed by a Coordinate Bench in ***COCP No.3756 of 2017***, which reads as follows:

*“Ms. Sekhon representing the contemners apprises the Court that an office order carrying even dated i.e. 25.01.2019 has been passed and in terms of which **petitioners No.2, 5 and 9 namely, Randhir Singh Rana, Navjit Kaur and Kanta have since been reinstated and the order dated 10.08.2017 relieving them from their contractual engagement have been kept in abeyance.**”*

List for further consideration on 11.02.2019.

Records of the case would be made available on the adjourned date.”

(emphasis added)

11.1. Learned counsel for respondent-Council presented letter No.194 dated 27.01.2026 issued by the respondent-Council in Court, which states that no replacements were made against seven petitioners except petitioners No.2, 5 and 9. He further submitted that petitioners No.2, 5 and 9 are currently working in the respondent-School while petitioner No.8 has unfortunately passed away during the pendency of the present petition. However, it remains unclear as to why only three out of the remaining petitioners were reinstated.

12. In view of the above discussions, this Court is of the considered opinion that the petitioners have been rendering continuous service since the year 2017 as teaching and non-teaching staff, respectively, for the respondent-School. It appears that their latest



contract expired on 09.08.2017 but they continued to work at the respondent-School till they were relieved from their duties on 21.08.2017. However, in view of the order passed by this Court on 16.08.2017, *status quo* was ordered to be maintained, as it existed on that particular day. Clearly, the petitioners were in service as on 16.08.2017. Thus, the petitioners cannot be faulted for the break in their service owing to the failure of the concerned respondents to abide by the order of this Court, although the same was not motivated by *mala fide* intent.

13. This Court has been constrained to observe a trend where long term employees are engaged on ad hoc basis, in spite of the perennial nature of the services rendered by them. The State, being a constitutional employer, cannot be allowed to exploit its temporary employees under the garb of lack of sanctioned posts or inability of the employees to meet educational qualifications for regular posts, when they have been consistently serving its instrumentality for a significant period. Such an approach would be violative of the fundamental rights of the temporary employees enshrined in Articles 14, 16 and 21 of the Constitution of India. Further still, temporary employees cannot be forced to bear the brunt of lack of financial resources when the State had no qualms about continuously taking advantage of the services rendered with regard to integral and recurring work of the concerned department. Reliance in this regard can be placed on the judgments rendered by the Hon'ble Supreme Court in ***Jaggo vs. Union of India***



and others 2025 AIR SC 296, Vinod Kumar and others vs. Union of India (2024) 9 SCC 327 and Shripal and Anr. vs. Nagar Nigam, Ghaziabad 2025 SCC OnLine SC 221.

14. A Two-Judge Bench of the Hon'ble Supreme Court in *Dharam Singh and Others vs. State of U.P. and Another 2025 SCC OnLine SC 1735* speaking through Justice Vikram Nath has held as follows:

“11. Furthermore, it must be clarified that the reliance placed by the High Court on Umadevi (Supra) to non-suit the appellants is misplaced. Unlike Umadevi (Supra), the challenge before us is not an invitation to bypass the constitutional scheme of public employment. It is a challenge to the State's arbitrary refusals to sanction posts despite the employer's own acknowledgment of need and decades of continuous reliance on the very workforce. On the other hand, Umadevi (Supra) draws a distinction between illegal appointments and irregular engagements and does not endorse the perpetuation of precarious employment where the work itself is permanent and the State has failed, for years, to put its house in order. Recent decisions of this Court in Jaggio v. Union of India and in Shripal v. Nagar Nigam, Ghaziabad have emphatically cautioned that Umadevi (Supra) cannot be deployed as a shield to justify exploitation through long-term “ad hocism”, the use of outsourcing as a proxy, or the denial of basic parity where identical duties are exacted over extended periods. The principles articulated therein apply with full force to the present case....

*** *** ***

13. As we have observed in both Jaggio (Supra) and Shripal (Supra), outsourcing cannot become a convenient shield to perpetuate precariousness and to sidestep fair engagement practices where the work is inherently perennial. The Commission's further contention that the appellants are not “full-time” employees but continue only by virtue of interim orders also does not advance their case. That interim protection was granted precisely because of the long history of engagement and the pendency of the challenge to the State's refusals. It neither creates rights that did not exist nor erases



employer cannot perpetuate such exploitation and use excuses like financial constraints, non-availability of sanctioned post, and lack of qualification or decision in *State of Karnataka vs. Umadevi (2006) 4 SCC 1*, as talisman to deny well-deserved regularization on account of their perennial nature of long periods of work at par with their counterparts on regular posts. Reference in this regard can also be made to the judgment rendered by the Hon'ble Supreme Court in *Nihal Singh vs. State of Punjab, (2013) 14 SCC 65*, a Division Bench of this Court in *State of Punjab and others vs. Sarwan Ram, 2025 NCPHHC 65364* as well as a Co-ordinate bench in *Amrish Sharma and others vs. State of Punjab and others* in *CWP-19238-2013 decided on 26.02.2024*.

16. In spite of the fact that the Act of 2016 was eventually withdrawn by the State, the petitioners deserve to be granted benefits of regularization as they have rendered continuous service since 2009, as the break in service was caused by a failure to abide by orders of this Court. Accordingly, *CWP No.18043 of 2017* is allowed and impugned letter dated 26.04.2017 (Annexure P-9) issued by respondent No.3 as well as impugned order dated 06.07.2017 (Annexure P-11) passed by respondent No.4 are hereby set aside. The respondents/competent authority is directed to reinstate the petitioners from the date they were relieved and regularize the services of the petitioners within six weeks from today. If no order of regularization is passed within 6 weeks from today, they shall be deemed to be regularized. The petitioners shall be entitled to counting of past service and other benefits as per judgments



rendered by this Court in *Harbans Lal vs. State of Punjab, CWP No.2371 of 2010* and *State of Haryana and others vs. Jai Bhagwan, LPA No.1892 of 2019*. It is further clarified that they shall not be entitled to any back wages for the period during which they were out of service.

17. As far as *COCP No.18043 of 2017* is concerned, the respondents have not been able to satisfactorily explain as to why the order passed by this Court on 16.08.2017 in *CWP No.18043 of 2017* was flouted. Rather, the selective reinstatement of only petitioners No.2, 5 and 9 further vindicates the stand taken by the petitioners. Although willful non-compliance is uncondonable, this Court finds it appropriate to take a lenient view due to the efflux of time. However, the respondents in *COCP No.3756 of 2017* are sternly advised to remain careful in the future.

18. Accordingly, *CWP No.18043 of 2017* is allowed in the aforesaid terms and *COCP No.3756 of 2017* stands disposed of in view of the observations made hereinabove.

19. All pending applications, if any, shall also stand disposed of.

(HARPREET SINGH BRAR)
JUDGE

13.02.2026

yakub

Whether speaking/reasoned: Yes/No

Whether reportable: Yes/No