



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

202

**Date of Decision: 09.09.2025.**

**(1) LPA-1235-2016 (O&M)**

Vice Chancellor, Punjab Agricultural University (PAU), Ludhiana and others  
....Appellants.

VERSUS

Dr. Charanjit Singh Bahga and others  
....Respondents.

AND

**(2) LPA-1260-2016 (O&M)**

Vice Chancellor, Guru Angad Dev Veterinary and Animal Science  
University (GADVASU) Ludhiana and others  
....Appellants.

VERSUS

Dr. O.S. Parmar  
....Respondent.

\*\*\*

**CORAM : HON'BLE MR. JUSTICE ANUPINDER SINGH GREWAL  
HON'BLE MR. JUSTICE DEEPAK MANCHANDA**

**Present:** Mr. Birinder Singh Khehar, Advocate for the appellants.

Mr. Harnirmal Singh, Advocate  
for respondent No.1 (in LPA-1235-2016).

Mr. Sanjeev Kaushik, Advocate,  
Ms. Amisha Rana, Advocate,  
Mr. Divyanshu Kaushik, Advocate  
Mr. Udit Garg, Advocate and  
Mr. Avichal Sharma, Advocate  
for the respondent (in LPA-1260-2016).

\*\*\*\*

**ANUPINDER SINGH GREWAL, J. (Oral)**

This order shall dispose of two appeals bearing LPA No.1235 of 2016 and LPA No.1260 of 2016 as common question of law and facts are involved. For the sake of convenience, facts are being taken from LPA No.1235 of 2016.

2. The appellants-Punjab Agricultural University have impugned the judgment of the Single Bench whereby the writ petition preferred by respondent No.1 challenging the recovery notice dated 27.06.2012 (Annexure P-1), has been allowed.

3. Learned counsel for the appellants submits that one Kiron Deep Singh, working as Dairy Manager had proceeded on study leave to pursue his Ph.D. as an in-service candidate, from 10.10.1990 to 09.10.1993. He had furnished the bond which was a performance guarantee binding him to serve the University for a period not less than five years after completing his doctoral studies. The private respondents had stood surety for the bond executed by Kiron Deep Singh. However, Kiron Deep Singh failed to complete his Ph.D. and rejoined service with Guru Angad Dev Veterinary and Animal Science University in May, 1994. Thereafter, he took casual leave and went abroad to pursue his Ph.D. with the University of Malaysia and completed his Ph.D. The services of Kiron Deep Singh were terminated in 1994 by Guru Angad Dev Veterinary and Animal Science University for absence without leave. Therefore, the action of the appellant seeking to recover the bond amount from the sureties-respondent no.1 is as per law.

4. Learned counsel for the private respondents submit that they had stood as surety in good faith for Kiron Deep Singh and that no liability can be fastened on them for Kiron Deep Singh's inability to complete his Ph.D. studies or proceeding on unauthorised leave to pursue his Ph.D. abroad. Although the services of Kiron Deep Singh were terminated in 1994 but for over sixteen years the appellants did not make any effort to recover the amount if any, from Kiron Deep Singh and suddenly woke up one day and sought to recover the amount from the sureties.

5. Heard.

6. The only question for determination before us is whether the liability of about Rs.7.7 lakhs each, could be fastened on the sureties alone, for the personal bond executed by Kiron Deep Singh in the afore-noted facts and circumstances. We are in agreement with the judgment of the Single Bench that in May 1994 when Kiron Deep Singh was permitted to rejoin service by the appellants-University and they did not make any efforts to recover the amount from Kiron Deep Singh, the bond stood automatically discharged against the sureties. The appellants did not even make any efforts to recover the amount from Kiron Deep Singh at the time of termination of his service or any time thereafter.

7. The sureties cannot be held to be at fault if their colleague, for whom they had stood surety, was not successful in securing his Ph.D. or that he proceeded on unauthorised leave. The private respondents as good colleagues had stood as surety in good-faith and they cannot be fastened the liability in the event that their colleague was unsuccessful in completing his higher education. Kiron Deep Singh had in fact rejoined the University even after his failure to complete the course.

8. Furthermore, the bond executed by Kiron Deep Singh was only to serve for *at least* 05 years after completing his studies. The appellants cannot now seek to recover the money from the sureties. The private respondents are stated to have retired from service in 2008 and 2011, after completing over 33 years of service. At present, they are over 77 years of age. The appellants have withheld their gratuity and leave encashment, which was lawfully due to them at the time of their superannuation. Learned counsel for the appellants has been unable to point to any rule or regulation that permits

the appellants to withhold the gratuity or leave encashment from their retiral benefits in the afore-noted factual matrix.

9. Consequently, the Letters Patent Appeals being devoid of any merit stand dismissed. However, in the facts and circumstances, paragraph 14 of the judgment of the Single Bench is modified in the following terms:

i) The appellants in LPA No.1235 of 2016 shall release the amount of leave encashment and gratuity of respondent No.1-Dr. Charanjit Singh Bahga, withheld by them, by foreclosing the FDRs and the money shall be credited into his account along with interest earned thereon. Since, the retiral benefits of the respondent no.1 had been invested in FDRs sometime in 2011, he shall also be entitled to interest on the withheld retiral benefits at the rate of 6% per annum from the date of his superannuation till its deposit as FDRs.

ii) The amount of gratuity, leave encashment or any other benefit of respondent- O.S. Parmar which has been withheld by the appellants in LPA No.1260 of 2016, shall be disbursed to him, within a period of one month along with interest at the rate of 6% per annum from the date of his retirement till its actual realisation.

10. Pending application(s), if any, also stands disposed of accordingly.

**(ANUPINDER SINGH GREWAL)  
JUDGE**

**(DEEPAK MANCHANDA)  
JUDGE**

**09.09.2025**

*jitender*

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