



- 6) CWP-20459-2020
Sandeep Kumar and othersPetitioner
Versus
State of Punjab and others ...Respondents
- 7) CWP-21979-2020
Gurdeep Singh and othersPetitioners
Versus
State of Punjab and others ...Respondents
- 8) CWP-2624-2022
Lalpreet Singh and othersPetitioners
Versus
Pepsu Road Transport Corporation and another ...Respondents
- 9) CWP-6926-2021 (O&M)
Inderjeet Singh and othersPetitioners
Versus
State of Punjab and others ...Respondents
- 10) CWP-10837-2025
Gurjant Singh and othersPetitioners
Versus
State of Punjab and another ...Respondents

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Dr. Sumati Jund, Advocate (through V.C.) and
Mr. Rahul Saini, Advocate
for the petitioner(s) (in CWP No.10837-2025).



Mr. Surjit Singh Salar, Advocate
for the petitioner(s) (in CWP No.12211-2021,
CWP No.13589-2021, CWP No.13594-2021,
CWP No.13596-2021, CWP No.13808-2021 &
CWP No.2624-2022).

Mr. Shailender Sharma, Advocate (through V.C.)
for the petitioner(s) (in CWP No.20459-2020,
CWP No.21979-2020 & CWP No.6926-2021).

Mr. Abhilaksh Gaiind, Advocate and
Mr. Rakesh Roy, Advocate
for the respondents (in CWP No.12211-2021,
CWP No.13589-2021 and CWP No.13594-2021),
for respondents No.2 to 5 (in CWP No.6926-2021) and
for respondent No.2 (in CWP No.10837-2025).

Ms. Deepali Puri, Advocate and
Mr. Hiten Chugh, Advocate
for the respondent-PRTC (in CWP No.13596-2021).

Mr. Nikhil Singh, Advocate
for respondents No.1 & 2 (PRTC)
(in CWP No.13808-2021).

Mr. Anupam Singla, Advocate
for respondents No.2 to 4 (in CWP No.20459-2020 &
CWP No.21979-2020) and
for respondent No.2 (in CWP No.2624-2022 and
CWP No.10837-2025).

HARPREET SINGH BRAR, J. (ORAL)

1. This common order shall dispose of the aforementioned civil writ petitions as they arise from a similar factual matrix. However, for the sake of brevity, the facts are taken from CWP-12211-2021.
2. The present writ petition has been filed under Articles 226/227 of the Constitution of India seeking a writ in the nature of Mandamus directing the respondents to treat the petitioners as regular employees against the posts of Conductor/Driver with all consequential benefits from the date of their deemed regularization.



3. The factual background of the case as pleaded is that the petitioners were initially recruited through outsourcing agencies (as per procedure detailed in letters dated 25.11.2005 and 23.12.2010, Annexures P-1 & P-2) to fill permanent and continuous vacancies for Drivers and Conductors within the PEPSU Road Transport Corporation. In 2016, following the Punjab Ad hoc, Contractual, Daily Wage, Temporary, Work Charged and Outsourced Employees' Welfare Act, the Corporation transitioned them from outsourced contracts to direct contractual employment under the Corporation itself vide letter dated 03.01.2017 (Annexure P-3). Their services are governed by the PEPSU Road Transport Corporation (Conditions Of Appointment And Service Regulations) 1980. Rule 2(o) stipulates a maximum probation period of one year, and Rule 2(q) states that a temporary workman employed continuously for 6 months or more against a permanent post shall be deemed a probationer. The petitioners argue that by virtue of these rules, they should have been deemed regularized by 03.06.2018 at the latest. Their claim is bolstered by a precedent set in **CWP No.8240 of 2008 titled as 'Dalbir Singh & Others vs. PRTC'** (Annexure P-4), where similarly situated employees were directed to be treated as regular 1.5 years after their initial appointment. A representation sent by the petitioners on 13.06.2020 (Annexure P-5) requesting regularization and consequential benefits remains unacted upon, leading to the filing of this writ petition.

4. The counsel for the petitioners *inter alia* contends that the Corporation's long-standing practice of outsourcing recruitment for permanent and continuous vacancies constitutes an unfair labor practice, designed solely to avoid providing regular employment benefits and higher wages. The petitioners, by virtue of being deployed against perennial vacancies and having



completed well beyond the maximum probation period of one year as defined under the Corporation's own 1980 Service Regulations, have a legitimate right to be deemed regular employees w.e.f. 03.06.2018. The counsel relies on the judgment in *Dalbir Singh's case (supra)* (Annexure P-4) as a direct and binding precedent, asserting that the petitioners are entitled to the same relief. Furthermore, the learned counsel submits that financial loss suffered by the petitioners was due to the respondents illegal and dilatory actions thus all consequential benefits, including full back wages with interest, notional seniority from the due date, and consideration for promotions that they would have been eligible for had they been regularized on time should be granted to the petitioners.

5. *Per contra* the learned counsel for the respondent submitted that there was no employer - servant relationship between the petitioners and the respondent as the employees were outsourced employees prior to 2017 but could not controvert to the fact that the vide letter dated 03.01.2017 the petitioners were no more outsourced rather were contractual employees of the respondent.

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

7. The issue involved in the present case is governed by Pepsu Road Transport Corporation (Conditions of appointment and Service Regulation) 1981 of which the relevant sections have been produced below,

*“2 (q) Temporary Workman” is a workman who has been engaged for work, which is of an essentially temporary nature : Provided that **if such an employee is employed continuously for six months or more he shall be deemed to be a probationer.***

2 (o) “Probationer” is an employee who is provisionally employed to fill a vacancy in a permanent post and has not been confirmed as permanent in accordance with these standing orders. Ordinarily the period of



probation shall be six months at a time, at the discretion of the management if the management considers it necessary in any case to further adjudge the work and merits of an employee. **The maximum probation period shall, however, in no case, extend beyond one year.** The period covered under contract will not be considered as a period to have been spent on probation.

10. Confirmation :- Whenever during the period of probation or extended period of probation an employee is found fit for confirmation, he may be confirmed in the post for which he is found fit by the appointing authority. **In case an employee continues in service beyond the period probation or extended period of probation and no orders have been passed confirming him or terminating his post or reversion to his substantive post, he shall be deemed to have been confirmed automatically on the expiry of probation period or extended period probation as the case may be.**” (emphasis added)

8. The petitioners in the present case were employed on contractual basis vide letter dated 03.01.2017, who were employed against permanent and perennial posts and whose needs were continuous. The petitioners completed their 1 year post probation on 03.06.2018 and were yet in service.

9. In a recent judgment of a Two Judge Bench of the Hon’ble supreme Court in **‘Dharam Singh v. State of U.P.’** 2025 INSC 998, which speaking through Justice Vikram Nath made the following observation,

“17. Before concluding, we think it necessary to recall that *the State (here referring to both the Union and the State governments) is not a mere market participant but a constitutional employer.* It cannot balance budgets on the backs of those who perform the most basic and recurring public functions. *Where work recurs day after day and year after year, the establishment must reflect that reality in its sanctioned strength and engagement practices. The long-term extraction of regular labour under temporary labels corrodes confidence in public administration and offends the promise of equal protection.* Financial stringency certainly has a place in public policy, but it is not a talisman that overrides fairness, reason and the duty to organise work on lawful lines.”

(emphasis added)

Further reliance may be placed on another Two Judge Bench of the Hon’ble Supreme Court in **Jaggo vs. Union of India** 2024 INSC 1034, which made the following observation,



*“27. In light of these considerations, in our opinion, **it is imperative for government departments to lead by example in providing fair and stable employment. Engaging workers on a temporary basis for extended periods, especially when their roles are integral to the organization's functioning, not only contravenes international labour standards but also exposes the organization to legal challenges and undermines employee morale. By ensuring fair employment practices, government institutions can reduce the burden of unnecessary litigation, promote job security, and uphold the principles of justice and fairness that they are meant to embody.** This approach aligns with international standards and sets a positive precedent for the private sector to follow, thereby contributing to the overall betterment of labour practices in the country.” (emphasis added)*

Reliance in this regard may be placed on *Dalbir Singh and others vs. Pepsu Road Transport Corporation, Patiala, through its Managing Director and another CWP 8240 of 2008*, where similarly situated individuals approached this court which held that,

“The petitioners are entitled to the declaration of the status that on the completion of their first period of six months, they became probationers and after a completion of one year they were deemed to be permanent. Ineffect from the respective dates of employment after completion of 18 months each one of the workmen is entitled to be treated as permanent and put on a scale appropriate to the status as permanent employee.”

10. The legal landscape on this issue has been crystallized by the Hon'ble Supreme Court and this court that the practice of keeping employees on a continuous contractual basis for years to perform work of a perennial nature, while denying them the benefits of permanent service, constitutes an "unfair labour practice". The principle that "a person cannot be kept on probation for an indefinite period" is well-settled. Once a maximum probation period is prescribed, its breach entitles the employee to be treated as regular.

11. Though the petitioners were earlier outsourced, vide letter dated 03.01.2017 they were directly engaged with the respondent as contractual employees for work which is perennial in nature, establishing direct employee - employer relationship. Further in terms of the rules established under Pepsu



Road Transport Corporation (Conditions of appointment and Service Regulation) 1981, after six months of their employment as contractual/temporary employment they would be deemed to be probationers and further after completion of a non extendable period of 1 year as probationer and while still continuing in service they would be deemed to have been confirmed.

12. In view of the above discussion all the present petitions are accordingly disposed of. The respondents are directed to ensure that the petitioners are regularized within six weeks from the date of receipt of certified copy of this order by the competent authorities. If not, the petitioners shall be deemed to be regularized on the expiry of six weeks from the date of receipt of certified copy of this order. The petitioners shall be entitled to counting of past service and other benefits as per judgments of this Court in *Harbans Lal v. State of Punjab, CWP No.2371 of 2010* and *State of Haryana and others v. Jai Bhagwan, LPA No.1892 of 2019*.

13. Pending applications if any shall also be accordingly disposed of.

(HARPREET SINGH BRAR)
JUDGE

03.09.2025

Neha

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