

**RSA-1521-1994****-1-****IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH****(101)****RSA-1521-1994****Date of decision: - 02.09.2025****Municipal Committee, Karnal****....Appellant****Versus****Sat Narain****....Respondent****CORAM : HON'BLE MR. JUSTICE VIKAS BAHL**

Present:- Mr. Kamal Sharma, Advocate, and
Mr. Raja Sharma, Advocate,
for the petitioner.

Mr. Naveen Daryal, Advocate
for the respondent.

**********VIKAS BAHL, J. (ORAL)**

1. Defendant is in appeal. The plaintiff had filed a suit for declaration averring that he initially served in the Indian Army from the year 1970 to 1986 and after that he was appointed in the quota of ex-servicemen for the post of Octroi Moharrir on 25.08.1989 and that on the basis of the appointment letter, the plaintiff had got himself medically examined on 31.08.1989 and he had gone to join the office of Municipal Committee on 06.09.1989 but his joining report was not taken by the Municipal Committee. It was the case of the plaintiff that the said appointment letter was on adhoc basis for a period of six months against the ex-servicemen quota.



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2. It was the case of the present appellant/defendant that even as per the case of the plaintiff, he was appointed on adhoc basis for a period of six months, which appointment was stated to be made by the Deputy Commissioner, Karnal and that the Municipal Committee had nothing to do with the said appointment and further there was no post lying vacant in Municipal Committee, Karnal of Octroi Moharrir and thus, he could not be allowed to join the Municipal Committee.

3. The trial Court vide judgment and decree dated 16.10.1991, decreed the suit of the plaintiff and passed the following relief: -

“20. In view of my findings above, the suit of the plaintiff succeeds and is hereby decreed and a decree for declaration is passed in favour of the plaintiff that he be deemed to be in service from 5.9.1989, the date on which he submitted his joining report. Decree sheet be prepared accordingly. File be consigned.”

4. The Municipal Committee, Karnal filed an appeal, which was dismissed and an additional direction was given to the Municipal Committee, Karnal, by the 1st Appellate Court, which reads as under: -

“12. In the light of the above discussion I find no merit in the appeal. The same merits dismissal and the same is dismissed with costs. It is made clear that the committee would allow the plaintiff to join the duty within 15 days from this appellate order. The committee shall also pay full back wages to the plaintiff as if he had been in service since 6.9.89. The payment of back wages shall be made by the committee within four months without interest. But in case the committee fails to pay his back wages on or before 31.8.94, it shall also be liable to pay interest @ 12% per annum from the date of the original decree i.e. 16.10.91 to the date of actual payment. Decree sheet be prepared and file be consigned to records.”



5. Learned counsel for the appellant has raised threefold arguments. It is first submitted that there was no vacancy in the Municipal Committee, Karnal of Octroi Moharrir and thus, there was no question of appointing the plaintiff. The second submission of the learned counsel for the appellant is that the respondent-plaintiff never came to join the office of the Municipal Committee, Karnal. It is thirdly submitted that, at any rate, it has been repeatedly held that merely because a person had been selected, still the same would not confer any indefeasible right to be appointed. In support of his arguments, learned counsel for the appellant has relied upon the judgment of the Co-ordinate Bench of this Court dated 07.02.1992 passed in *CWP No.6509 of 1991* titled as “*Raj Rani Vs. Punjab Agricultural University, Ludhiana.*”

6. Learned counsel for the appellant has further submitted that at any rate, even if the case of the plaintiff is taken to be true on its face value, then also, the plaintiff/respondent was appointed on adhoc basis for a period of six months, thus, the highest relief which can be granted to the plaintiff/respondent is the salary of six months, although, he had not worked for the said period, but the relief which was granted to the plaintiff by the trial Court as well as by the Appellate Court is in violation of settled law.

7. Learned counsel for the respondent, on the other hand, has submitted that it has been concurrently found by both the Courts that the respondent-plaintiff had gone to join the office of the Municipal Committee, Karnal. It is further submitted that it was only in pursuance of



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the appointment letter that the respondent had got his medically examination done and on not being permitted to join, he had immediately instituted the suit on 27.11.1989. It is stated that since the appointment of the respondent/plaintiff was on adhoc basis, thus, even if there was no vacancy, it was incumbent upon the defendant to have permitted the respondent to serve for the said six months of the contract.

8. Learned counsel for the respondent has highlighted the order dated 06.06.1994 passed by the Co-ordinate Bench of this Court at the time of issuance of notice of motion as well as the order dated 07.11.1994 vide which the matter was admitted and the operation of the impugned judgment and decree was stayed.

9. The order dated 06.06.1994, as highlighted by learned counsel for the respondent, as well as the order dated 07.11.1994 are reproduced herein below: -

*“Present:- Mr.S.S.Kheterpal, Advocate, for
Mr.Kamal Sharma, Advocate.*

Contends that the appointment of the respondent was on ad hoc basis for a period of six months only. In the situation no relief could be granted to the plaintiff-respondent for the period beyond that.

Notice of motion for September 12, 1994.

Stay operation of the impugned order subject to the appellant depositing salary for the adhoc period. The amount of salary be disbursed to the plaintiff-respondent subject to his furnishing security and undertaking that he will refund the amount in the event of the appeal being allowed. Security be accepted after notice to the other side.

June 6,1994.”



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*“Mr. Kamal Sharma, Advocate, for the appellant.
Mr. Navin Dayal, Advocate, for the respondent.*

Admitted.

Operation of the impugned judgement and decree is stayed as the defendant-appellant has already deposited salary for the ad hoc period of six months. The amount if deposited be disbursed to the plaintiff-respondent subject to his furnishing security and undertaking that he will refund the amount in the event of appeal being allowed.

November 7, 1994”

10. Learned counsel for the respondent has submitted that while staying the operation of the impugned judgment and decree, the amount of salary for the ad hoc period of six months was ordered to be disbursed to the plaintiff/respondent. It is further submitted that in the said circumstances, at least six months salary be paid to the respondent as it was the contention of the appellant at the time of issuance of notice of motion that no relief beyond the said six months could be given to the respondent/plaintiff. It is stated that as per the respondent, no amount had been deposited by the appellant in pursuance of the order dated 06.06.1994 and since no amount had been deposited, thus, nothing had been released to the respondent/plaintiff. It is further submitted that the respondent/plaintiff would be satisfied in case the impugned judgments are modified and the respondent/plaintiff is given the salary for the adhoc period of six months as mentioned in the above-said two orders and further no refund be sought from him.

11. Learned counsel for the appellant has very fairly submitted

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that since the respondent/plaintiff is an ex-Army personnel, thus, in the peculiar facts and circumstances of the present case, the present appeal be partly allowed and the impugned judgments and decrees be set aside and the appellant/Municipal Committee, Karnal would pay the salary for the above said period of six months, which is the period in question, if not already deposited and paid to the respondent/plaintiff.

12. Keeping in view the above-said facts and circumstances and the fair stand taken on behalf of the appellant as well as the respondent, the present appeal is partly allowed and the judgments and decrees of the trial Court as well as of the Appellate Court are modified and the suit of the plaintiff is partly decreed and the respondent-plaintiff is held entitled to salary for the ad hoc period of six months for which the respondent/plaintiff was appointed vide appointing letter dated 25.08.1989 (Ex.P1). The respondent-plaintiff would be entitled to receive the said amount, in case, the said amount had not already been paid to him in pursuance of the order dated 06.06.1994 and 07.11.1994 and the present appellant would have no right to recover the same.

(VIKAS BAHL)
JUDGE

September 02, 2025*naresh.k*

Whether reasoned/speaking?	Yes
Whether reportable?	No