



CWP-573-2001

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

(216)

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Date of Decision : 06.08.2025

Virender Singh

...Petitioner

Versus

The Vice Chancellor, Guru Jambheshwar University,  
Hisar and others

...Respondents

**CORAM: HON'BLE MR. JUSTICE KULDEEP TIWARI**

Present: Mr. Samrat Malik, Advocate  
for the petitioner.

Mr. Puneet Gupta, Advocate and  
Mr. Ravinder Singh, Advocate  
for the respondents.

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**KULDEEP TIWARI, J.(ORAL)**

1. The instant writ petition is directed against the award dated 06.06.2000 (Annexure P-1), passed by the learned Presiding Officer, Industrial Tribunal-cum-Labour Court, Hisar, wherethrough, a reference made by the concerned Government, was answered against the workman and his claim petition was dismissed. Learned Tribunal finds that service of the petitioner has been terminated, on expiry of the terms of contract, and therefore, there is no violation of any provisions requiring to pass an order in the instant writ petition.

2. Facts as observed by the learned Tribunal, which has not been disputed by filing any contrary evidence is that the petitioner/workman was appointed on the post of Sweeper on 20.01.1996, by the respondent/University, on monthly salary of Rs.2,700/-. After completion of



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his tenure, he was relieved from the service. The petitioner has set up his claim to the effect that though he had joined the service on 20.01.1996, and he worked uptill 23.07.1997, which is more than the contract period. Therefore, the management cannot take recourse to Section 2 (oo) (bb) of the Industrial Disputes Act, 1947 (for short 'the IDA Act'), and they are required to follow the procedure as envisaged under Section 25(f) of the IDA Act, which admittedly, has not been followed. Therefore, the award suffers from illegality and requires interference of this Court.

3. Mr. Puneet Gupta, Advocate, has caused appearance on behalf of the respondents-University, and has drawn the attention of this Court towards the appointment letter of the petitioner and submits that the petitioner was appointed on the post of Sweeper (*ad hoc*) at a starting salary of Rs.750/- per month, in the pay scale of Rs.750-940 + Rs.30 Special Pay + usual allowances as admissible under the University Rules, and the said appointment was made on temporary basis, for a period not exceeding 89 days on a specific contract, or till the regular selection is made, whichever is earlier. He further submits that though in the instant case, the University had advertised the regular post, wherein, the petitioner and his wife participated and competed with other candidates. The wife of the petitioner was got selected. However, the petitioner could not succeed. He also submits that in case, there would have been any ill-will on the part of the management, his wife would not have been appointed on a regular post. Finally, he submits that it is a case of completion of tenure of the contract and not a case of retrenchment, requiring the petitioner to comply with the provisions of Section 25(f) of the IDA Act.

4. This Court has considered the submissions as made by the learned counsel for the respective parties, and is of the considered view that



the award passed by the learned Tribunal does not require any interference of this Court.

5. In order to appreciate the facts, let us examine the appointment letter Exh.M-1, which is extracted hereinafter :-

*“You are hereby offered the post of Sweeper (ad hoc) at a starting salary of Rs.750/- per month in the pay scale of Rs.750-940 + Rs.30 S.P. plus usual allowances as admissible under the University Rules.*

*2. The appointment is temporary for a period not exceeding 89 days on a specific contract till regular selection is made whichever is earlier. You will however, have to apply afresh for regular appointment, as and when the post is advertised/locally notified. Your services can be terminated at any time without any notice and without assigning any reason. This appointment will not entitle you to any right with regard to Increment/seniority/benefit of temporary period and any service matter.*

*3. You will execute a specific contract on non-judicial paper worth Rs.3/- duly certified by the Ist class Magistrate in respect of temporary appointment as Sweeper w.e.f.*

*4. The condition of your service, in so far as they are not specified in this letter, will be governed by the rules of this University as in force from time to time.*

*5. If you accept this offer, you should report for duty to this office alongwith this letter and original certificate immediately but later than 29.1.1996. No T.A.*

*6. An affidavit within one month of the receipt of the letter be submitted in the office of the undersigned to the effect that you were not dismissed from any Govt./Semi Govt. service and have not been punished for any act of moral turpitude.*

*7. If you do not report by the date given in para 5 this offer of appointment is liable to be cancelled.”*

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6. Perusal of the above reflects that the petitioner was offered an appointment for a period not exceeding 89 days, or till regular selections are made. The petitioner accepts that his bald assertion was not able to establish either before the learned Tribunal or before this Court that he worked beyond the specified contract period. Further, there are no allegations of any malpractice or unfair labour practice.

7. In view of the above, this Court is of the considered view that there is no need to make compliance of requirement of Section 25(f) of the IDA Act, and the learned Tribunal, has rightly concluded that the petitioner was appointed purely on *ad hoc* basis, with a clear stipulation of the contract period.

8. Consequently, finding no merit in the instant petition, the same is hereby **dismissed**.

**(KULDEEP TIWARI)**  
**JUDGE**

August 06, 2025  
Manpreet

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