



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

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**LPA-50-2025 (O&M)  
Decided on:05.05.2025**

ASHWANI KUMAR .....Appellant

Versus

STATE OF PUNJAB AND OTHERS .....Respondents

**CORAM: HON'BLE MR. JUSTICE SUDHIR SINGH  
HON'BLE MR. JUSTICE ALOK JAIN**

Present:- Mr. Ravinder Singh Randhawa, Advocate  
for the appellant.

**SUDHIR SINGH, J.**

**CM-115-LPA-2025**

For the reasons given in the application, the same is allowed and delay of 3 days in re-filing the appeal is condoned.

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The challenge in the instant intra Court appeal is to the order dated 22.10.2024, passed by the learned Single Judge, whereby the writ petition filed by the appellant was dismissed.

2. Before the learned Single Judge, the appellant had sought directions to the respondent-authorities to grant him the benefit of ACP (Assured Career Progression) on completion of 18 and 24 years of service.

3. As per the facts on record, the appellant retired from

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service on attaining the age of superannuation in the year 2007. The appellant filed the writ petition in the year 2024 raising his grievance in respect of the alleged denial of ACP to him on completion of 18 and 24 years of service. The learned Single Judge, after noticing the arguments of the counsel for the parties, has found that the writ petition suffered from delay and laches.

4. Learned counsel appearing for the appellant has vehemently argued that an employee even after his retirement, remains to be the employee of the Department as he has been in receipt of pensionary benefits on regular basis. It is further argued that cause of action kept occurring to the appellant on day to day basis and, therefore, the finding of the learned Single Judge that the appellant had approached the Court belatedly, is not tenable in the eyes of the law. It is further argued that while passing the impugned order, the learned Single Judge has not taken into consideration the factum of the appellant having submitted various representations in respect of the grievances raised in the writ petition. It is accordingly argued that the impugned order be set aside.

5. We have heard the learned counsel for the appellant and also have gone through the impugned order passed by the learned Single Judge.

6. The only question that arises for consideration before this Court is whether the impugned order passed by the learned Single Judge, requires any interference.



7. There is no denying the fact that the appellant superannuated in the year 2007. There is no justification at all on the part of the appellant as to why he did not claim the benefit allegedly accrued to him during his service tenure. He approached the Court for the first time by way of writ petition in the year 2024 i.e., nearly 17 years after his retirement. It is settled law that a litigant who sleeps over his rights, cannot be granted any benefit in equity.

8. It is settled law that the delay is genus to which laches and acquiescence are species. It is further settled that the delay disentitles a party to the discretionary relief under the Article 226 of the Constitution of India. If a litigant keeps sleeping over his rights for a long period and wakes up when he does have an impetus either from the judicial verdict of the Court or otherwise, such litigant is not entitled to any relief. The Hon'ble Supreme Court in **Union of India v. N. Murugesan, (2022) 2 SCC 25** has held as under:-

**“Delay, laches and acquiescence**

20. The principles governing delay, laches, and acquiescence are overlapping and interconnected on many occasions. However, they have their distinct characters and distinct elements. One can say that delay is the genus to which laches and acquiescence are species. Similarly, laches might be called a genus to a species by name acquiescence. However, there may be a case where acquiescence is involved, but not laches. These principles are common law principles, and perhaps one could identify that these principles find place in various statutes which restrict the period of limitation and create non-consideration of condonation in certain circumstances. They are bound to be applied by way of practice requiring prudence of the court than of a strict application of law. The underlying principle governing these concepts would be one of estoppel. The question of prejudice is also an important issue to be taken note of by the court.

**Laches**

21. The word “laches” is derived from the French language meaning “remissness and slackness”. It thus involves unreasonable delay or



negligence in pursuing a claim involving an equitable relief while causing prejudice to the other party. It is neglect on the part of a party to do an act which law requires while asserting a right, and therefore, must stand in the way of the party getting relief or remedy.

22. Two essential factors to be seen are the length of the delay and the nature of acts done during the interval. As stated, it would also involve acquiescence on the part of the party approaching the court apart from the change in position in the interregnum. Therefore, it would be unjustifiable for a Court of Equity to confer a remedy on a party who knocks its doors when his acts would indicate a waiver of such a right. By his conduct, he has put the other party in a particular position, and therefore, it would be unreasonable to facilitate a challenge before the court. Thus, a man responsible for his conduct on equity is not expected to be allowed to avail a remedy.

23. A defence of laches can only be allowed when there is no statutory bar. The question as to whether there exists a clear case of laches on the part of a person seeking a remedy is one of fact and so also that of prejudice. The said principle may not have any application when the existence of fraud is pleaded and proved by the other side. To determine the difference between the concept of laches and acquiescence is that, in a case involving mere laches, the principle of estoppel would apply to all the defences that are available to a party. Therefore, a defendant can succeed on the various grounds raised by the plaintiff, while an issue concerned alone would be amenable to acquiescence.

#### **Acquiescence**

24. We have already discussed the relationship between acquiescence on the one hand and delay and laches on the other.

25. Acquiescence would mean a tacit or passive acceptance. It is implied and reluctant consent to an act. In other words, such an action would qualify a passive assent. Thus, when acquiescence takes place, it presupposes knowledge against a particular act. From the knowledge comes passive acceptance, therefore instead of taking any action against any alleged refusal to perform the original contract, despite adequate knowledge of its terms, and instead being allowed to continue by consciously ignoring it and thereafter proceeding further, acquiescence does take place. As a consequence, it reintroduces a new implied agreement between the parties. Once such a situation arises, it is not open to the party that acquiesced itself to insist upon the compliance of the original terms. Hence, what is essential, is the conduct of the parties. We only dealt with the distinction involving a mere acquiescence. When acquiescence is followed by delay, it may become laches. Here again, we are inclined to hold that the concept of acquiescence is to be seen on a case-to-case basis.”

9. We, thus, find that the learned Single Judge has rightly declined to interfere in the writ petition more so, when it was the case of the respondents that even the service record pertaining to the



appellant, had already been destroyed. The argument of the learned counsel for the appellant in respect of the representations submitted by him regarding his grievances from time to time, is also not tenable, inasmuch as, one of the documents (Annexure P-6) enclosed with writ petition is undated, which clearly shows that the said argument of the learned counsel for the appellant is only an afterthought.

10. In view of the above findings no merit in the present appeal, the same is hereby dismissed.

11. Pending application(s), if any, shall also stand disposed of.

**[ SUDHIR SINGH ]**  
**JUDGE**

**[ ALOK JAIN ]**  
**JUDGE**

05.05.2025

Mahhima R.

Whether speaking/reasoned

Yes/No

Whether reportable

Yes/No