

**LPA-755-2025 (O&M)**

2025:PHHC:034770-DB



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

**LPA-755-2025 (O&M)**

**Date of decision: 12.03.2025**

**THE PUNJAB HEALTH SYSTEMS CORPORATION AND ANOTHER**

..... Appellant(s)

**Versus**

**GURPRATAP SINGH AND ANOTHER**

..... Respondent(s)

**CORAM:- HON'BLE MRS. JUSTICE LISA GILL  
HON'BLE MR. JUSTICE ALOK JAIN**

Present: Mr. Sarthak Gupta, Advocate  
for appellants.

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**LISA GILL, J.**

**CM-1918-LPA-2025**

For reasons mentioned in the application and arguments addressed,  
delay of 39 days in re-filing of the appeal is condoned.

Application is disposed of accordingly.

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1. Prayer in this appeal is for setting aside order dated 26.07.2023,  
passed by learned Single Bench whereby CWP-14359-2016, filed by respondent  
no.1-writ petitioner was allowed.

2. Brief facts necessary for adjudication of this appeal are that  
respondent-writ petitioner filed CWP-14359-2016 whereby grievance raised was  
that his pay was wrongly fixed in the pay scale of Junior Draftsman instead of  
Draftsman. He sought quashing of reply dated 25.01.2016 to legal notice dated

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03.10.2015, whereby his claim for re-fixing of pay after granting him pay scale of Draftsman was rejected. He also sought setting aside order dated 15.06.2016 whereby his pay was fixed in the pay scale of Junior Draftsman. It was pleaded that writ petitioner was initially appointed to the post of Junior Draftsman on contractual basis through appointment letter dated 15.01.1999 with the Corporation. He worked on contractual basis up to the year 2003. Subsequently, writ petitioner was again allowed to join the Corporation on the post of Junior Draftsman (Civil) on contractual basis vide letter dated 29.11.2006. Thereafter, he worked continuously with the Corporation and was designated as Draftsman vide order dated 13.08.2010 (Annexure P-3). His contractual remuneration was accordingly re-fixed w.e.f. 13.08.2010 at ₹17497/- per month and after annual increment, his pay was fixed at ₹18,547/- per month vide order dated 20.10.2010. Sanction for regularizing services of 350 contractual employees of Corporation was afforded by the State as per order dated 23.12.2011. Services of writ petitioner were regularized as Draftsman. Unrevised pay scale admissible to the post of Draftsman was ₹5800 - ₹9200 and revised pay scale as per letter dated 23.12.2011 by Finance Department w.e.f. 01.12.2011 was revised to ₹10300 - ₹34800 + ₹4200 from ₹10300 - ₹34800 + ₹3800 as was admissible from 01.01.2006. Writ petitioner served legal notice dated 01.07.2012 seeking grant of unrevised pay scale of ₹5800 - ₹9200 admissible to the post of Draftsman and for the revised pay scale w.e.f. 01.01.2006 i.e. ₹10300 - ₹34800 + ₹3800. In response thereto writ petitioner was informed vide letter dated 21.08.2012 that he had been given scale of ₹5800 - ₹9200 admissible to the post of Draftsman. Writ petitioner again submitted representation dated 01.07.2013 claiming that his pay was wrongly fixed whereas pay scale of ₹10300 - ₹34800 + ₹3800 was admissible to the post Draftsman w.e.f. 01.01.2006.

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3. Writ petitioner was informed vide response dated 01.08.2013 that his case was considered by Anomaly Committee on 04.01.2013, wherein it was decided that till Disinvestment Department does not submit its inquiry report regarding pay fixation, it would not be proper to take any decision in regard to writ petitioner's case. It was also stated therein that revised pay scales had been given to all employees w.e.f. 01.11.2011 i.e. date of regularization of their services but petitioner was not granted pay scale admissible to post of Draftsman.

4. Writ petitioner yet again served legal notice dated 15.02.2014 upon the corporation, reiterating his demand. Reply dated 01.05.2014 was submitted in response to the said notice, yet again stating that pay scale of the post of Draftsman already stood given to him. Still another legal notice dated 03.10.2015 was served upon respondent-Corporation seeking re-fixation of his pay after grant of pay scale admissible to the post of Draftsman. He also sought promotion to the post of Head Draftsman. It is in reply to this legal notice dated 03.10.2015, that Corporation in its response dated 25.01.2016, took a stand that writ petitioner had merely been designated as Draftsman and not promoted to the said post and in effect he continued to work on the post of Junior Draftsman. His pay was fixed vide order dated 15.06.2016, reflecting his designation to be that of Junior Draftsman and he was granted pay scale to the said post. Corporation in terms of affidavit dated 21.05.2018, filed on its behalf claimed that writ petitioner was not entitled to any benefits of pay scale associated with the post of Draftsman as he was appointed as Junior Draftsman and continued as such. Regularisation of service was also on the post of Junior Draftsman.

5. Learned Single Bench, on considering the facts and circumstances allowed the writ petition filed by respondent no.1 while holding that he was in fact regularized on the post of Draftsman and this was the stand so taken by the

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Corporation itself on various occasions. It is only in the year 2016 that Corporation deviated from its stand and took up the plea that writ petitioner was appointed on the post of Junior Draftsman, regularized on the said post and continued to work on the said post. Corporation was thus directed to grant the scale of pay attached to the post of Draftsman alongwith subsequent revised pay scale from 01.11.2011 onwards, to be released to the petitioner alongwith consequent arrears of pay with interest @ 6% per annum till realisation thereof within three months of receipt of certified copy of order. Aggrieved therefrom present appeal has been filed.

6. Learned counsel for appellants vehemently argues that perusal of record reveals that regularization of services of respondent no.1 was carried out on the post of Junior Draftsman and at no point of time was he appointed as Draftsman. Reference is made by learned counsel to order dated 23.12.2011 whereby services of respondent no.1 were regularized. Merely because respondent may have been mentioned as Draftsman in some of the communications, does not in any manner entitle respondent no.1 to the benefit as claimed. It is further contended that writ petitioner was only designated as a Draftsman and not promoted to the said post, therefore, learned Single Bench while allowing the writ petition filed by him has grossly erred in law and on facts. Impugned order dated 26.07.2023 deserves to be dismissed.

7. We have heard learned counsel for appellants at length and have perused the file with his able assistance.

8. It is a matter of record that writ petitioner was designated as Draftsman on 13.08.2010. His services were regularized vide order dated 23.12.2011. In the annexure attached alongwith order dated 23.12.2011, name of writ petitioner figures at Srl. no.333. It is asserted that in the third column of said

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Annexure, pertaining to category of employee, it is mentioned as “Junior Draftsman (designated as Draftsman)”, therefore, regularisation of service is on the post of Junior Draftsman. We do not find any merit in this argument which is accordingly rejected. It is not the case of appellants that writ petitioner was not eligible to be appointed as Draftsman. Furthermore, regularization of his services as Draftsman were never denied by respondent except for the first time in the reply dated 25.01.2016 to legal notice. Prior thereto Corporation had itself accepted the writ petitioner to be a Draftsman. Gainful reference in this respect can be made to communication dated 21.08.2012 where in Clause 5 it is stated as under:-

*“Now as per the order dated 23.12.11 issued by this office, the services of all contractual employees have been regularized and the services of Sh. Gurpartap Singh have also been regularized in the post of Draftsman and the pay of all employees has been fixed as per the scale of the State Government applicable on 01.01.2006 through an Administrative Committee constituted for this purpose.*

*The revised pay scales have been given to the employees w.e.f. 01.11.2011 i.e. the date of regularisation of their services”*

9. Thereafter, vide reply dated 01.05.2014 to legal notice dated 15.02.2014, it was stated as under:-

*“That the contents of para No.3 of the Legal Notice are admitted that your client alongwith the others was also regularized on the post of Draftsman and the pay has been fixed as per the scales of the State Government as applicable on 01.01.2006.”*

10. In this factual scenario, learned Single Bench has correctly concluded that entire chain of events as well as cumulative facts corresponding to

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pleadings besides the replies/orders passed by present appellants, it is evident that Corporation till the year 2014 stuck to its stand that writ petitioner was regularized on the post of Draftsman and his pay was fixed accordingly. Thus, entire sequence of events available on record indicates that a conscious decision had been taken by Corporation to promote writ petitioner to the post of Draftsman. Therefore, action of corporation in not affording revised pay scale of Draftsman to writ petitioner, was found to be absolutely illegal and arbitrary. It is correctly held that writ petitioner was entitled to the scale of pay attached to the post of Draftsman alongwith subsequent revisions in pay scale from 01.12.2011.

11. Learned counsel for appellant is indeed unable to point out any illegality, infirmity or perversity in the impugned order dated 26.07.2023, passed by learned Single Bench, which calls for interference by this Court in this appeal.

12. At this stage, it is pertinent to note that there is delay of 482 days in filing of this appeal.

13. Learned counsel for appellants argued that a liberal approach should be adopted for condoning the delay in filing of this appeal as the same is not vitiated with *malafides* and reasons for delay are genuine and *bonafide*. Impugned order dated 26.07.2023, it is submitted, was uploaded only in July/August, 2024 and it is due to sheer in-advertance that appellants could not apply for certified copy of order dated 26.07.2023, though, the same was pronounced as “allowed” in open Court.

14. In the given facts and circumstances, we do not find any explanation leave alone a reasonable one, coming forth for condonation of delay in filing this appeal. Argument that judgment was uploaded in July/August, 2024, cannot be an explanation as to why certified copy of decision dated 26.07.2023 was never

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ever applied for by the Corporation. It is only a copy thereof received by them from the State on 09.08.2024, which has been pressed into use.

15. It is a settled position that it is not length of delay which may be material but the reasons seeking condonation thereof and its quality which is relevant and important.

16. In the given facts and circumstances as above, we do not find any reasonable or qualitative explanation coming forth for condonation of delay in filing this appeal.

17. Accordingly, this appeal is dismissed being devoid of any merit besides being time barred. Pending miscellaneous application(s), if any, stand(s) disposed of accordingly.

**(LISA GILL)**  
**JUDGE**

**(ALOK JAIN)**  
**JUDGE**

**12.03.2025**  
*Sunil*

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