



264

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

CWP-18660-2002 (O&M)

Date of Decision: 20.01.2026

Vinod K. Kapoor

...Petitioner

Versus

Panjab University and Others

...Respondents

CORAM:- HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present:- Mr. Rajiv Kataria, Advocate (Through V.C.) and
Ms. Sushmeet Kaur, Advocate
for the petitioner.

Mr. Akshay Kumar Goel, Advocate
for the respondents.

JAGMOHAN BANSAL, J. (ORAL)

1. The petitioner through instant petition under Articles 226/227 of the Constitution of India is seeking setting aside of decision whereby syndicate declared his seat/post vacant.

2. The petitioner joined Panjab University on 01.04.1981. He informed Deputy Registrar vide letter dated 22.05.1998 with respect to his plan to visit abroad. He was granted permission to visit abroad. He from time to time sought extension which was granted, however, syndicate in its meeting decided not to grant further extension and declared his seat/post vacant. He made representation dated 24.02.2002 seeking voluntary retirement. He vacated official premises in June' 2002. He claims that he was entitled to VRS because he completed 20 years' service.

3. Learned counsel for the respondents submits that petitioner was granted leave with pay or half pay up to 29.10.1999. He was granted extraordinary leave without pay from 30.10.1999 to 30.09.2000. As per Panjab University Calendar, extraordinary leave without pay period cannot be counted in the qualifying service. To vindicate his submissions, he relies upon paragraph 17.5 read with paragraph 17.9 of Panjab University Calendar, Volume-I. He further relied upon Chapter VI (B), Clause (G) of Part I wherein expression "Extraordinary Leave" is discussed. For the ready reference, paragraphs 17.5 & 17.9 and Clause (G) of Part I read as:

Paragraph 17.5

"A University employee who has put in not less than 20 years' qualifying service may, by giving notice of three months in writing to the appropriate authority retire from the service voluntarily. A notice of less than three months may be accepted by the appropriate authority in deserving cases."

Paragraph 17.9

"An employee who retires voluntarily, shall be entitled to gratuity, furlough and benefit of encashment of earned leave, as in the case of employees who retire on superannuation, as may be admissible under the rules and regulations."

Explanation : Qualifying service means continuous service rendered to the University by an employee other than in a temporary or ad hoc capacity."

Clause (G) Extraordinary Leave

"(i) A permanent teacher may be granted extraordinary leave-

(a) When other leave is admissible, or

(b) When other leave is admissible, the teacher applies in writing for the grant of extraordinary leave.

(ii) Extraordinary leave shall always be without pay and allowances. Extraordinary leave shall not count for increment except in the following cases –

(a) Leave taken on medical certificates;

(b) Cases where the Vice-Chancellor is satisfied that the leave was taken due to causes beyond the control of the teacher, such as inability to join or rejoin duty due to civil commotion or a natural calamity, provided the teacher has no other kind of leave to his credit;

(c) Leave taken for prosecuting higher studies; and

(d) Leave granted to accept an invitation to a teaching post or fellowship or research-cum-teaching post or on assignment for technical or academic work of importance.

(iii) Extraordinary leave may be combined with any other leave except casual leave and special casual leave provided that the total period of continuous absence from duty on leave (including periods of vacation when such vacation is taken in conjunction with leave) shall not exceed three years except in cases where leave is taken on medical certificate. The total period of absence from duty shall in no case exceed five years in all.

(iv) The authority empowered to grant leave may commute retrospectively periods of absence without leave into extra-ordinary leave.”

4. In support of his contentions, he further relies upon judgments of Hon'ble Supreme Court in '**Karan Singh Versus Delhi Transport Corporation and Another**', 2019 AIR (SC) 5566 and '**State of Patiala Versus Pritam Singh Bedi and Others**', 2014 (13) SCC 474.

5. Learned counsel for the respondents further submits that petitioner was paid a sum of Rs.21,17,418/- towards CPF in June' 2004. As was governed by CPF, he was not entitled to pension. He availed his earned leaves except two, thus, nothing remained outstanding against respondent *qua* earned leave. He is not entitled to gratuity because he did not complete qualifying service.

6. He pointed out Para Nos. 11.8, 11.9, 15.1 17.3, 17.8 and 17.9 of the University Calendar to contend that petitioner was not entitled to gratuity because he did not complete 20 years' service.

7. Learned counsel representing the petitioner submits that there is no correlation between 20 years' service and gratuity. The respondent is liable to pay gratuity equal to half month salary for each year of service. The petitioner was never dismissed from service whereas Senate declared his post vacant. He had continuously worked from 01.04.1981 to 29.10.1999. He was granted extraordinary leave without pay from 31.10.1999 to 30.09.2000. His post was declared vacant on 01.10.2000. He is entitled to gratuity at least up to 29.10.1999. He does not press his prayer *qua* reinstatement, however, may be released gratuity.

8. Heard the arguments and perused the record.

9. Para Nos.11.8, 11.9, 15.1, 17.3 and 17.8 of the University Calendar read as:

Paragraph 11.8

“Leave granted without pay shall not count towards gratuity except where such leave is counted towards increment under the University rules.”

Paragraph 11.9

“If any employee overstays his leave or is otherwise absent from duty for more than a week, his post shall be liable to

be declared vacant and he shall forfeit his salary during the time he so remained absent.”

Paragraph 15.1

*“A University employee at the time of his retirement shall be granted by the Senate in the case of a Class A employee and the Syndicate in the case of a Class B or C employee, a gratuity of a sum equivalent to one fourth of his *‘Pay’ for each completed six monthly period of qualifying service subject to 16½ (sixteen and a half) in the case of Class A & B employees and 17½ (seventeen and a half) times the * ‘Pay’ in the case of a Class C employee provided that in no case gratuity shall exceed the amount as fixed by the Punjab Government from time to time for its own employees.*

*** In calculating the qualifying service, a fraction of a year equal to three months and above shall be treated as a completed one half year and reckoned as qualifying service for determining the amount of gratuity.*

In the event of death of any- employee while in service the gratuity from 1.1.1986 shall be admissible at the rate as prescribed by the Punjab Govt. from time to time for its own employees who pass away while in service.”

Paragraph 17.3

“All whole-time members of the teaching staff, as defined in Regulation 1.1 of Chapter V(A), shall retire on attaining the age of 60 years and no extension in service shall be granted.”

Paragraph 17.8

“While granting gratuity to an employee retiring voluntarily weightage of up to five years would be given as an addition to the qualifying service actually rendered by him. The grant of weightage of up to five years will, however, be subject to the condition that the total qualifying service after allowing the weightage should not in any event exceed 33 years of service in the case of Class

A and B employees and 35 years in the case of Class C employees.”

9. From the perusal of Para 15.1 of the University Calendar, it is evident that a University Employee, at the time of his retirement, is entitled to gratuity equivalent to $\frac{1}{4}$ th of pay for each completed six monthly period of qualifying service. In calculating qualifying service, a fraction of year equal to three months and above is treated as completed $\frac{1}{2}$ year and reckoned as qualifying service for determining amount of gratuity. The respondent is claiming that qualifying service means 20 years' service. It is further claiming that gratuity is payable if employee retires on attaining the age of 60 years or granted voluntary retirement. The petitioner neither attained age of superannuation nor was granted voluntary retirement, thus, was not entitled to gratuity.

10. The contention of respondent is misconceived and deserves to be rejected. Para 15.1 of the University Calendar provides that gratuity shall be payable for each completed six monthly period of qualifying service. Para 11.8 of the University Calendar provides that leave granted without pay shall not count towards gratuity except where such leave is counted towards increment. Para 17.5 of the University Calendar prescribes 20 years' qualifying service for voluntary retirement. Para 17.3 of the University Calendar provides that age of superannuation would be 60 years. As per para 17.8 of the University Calendar, in case of voluntary retirement weightage of up to 05 years may be granted as an addition to qualifying service as rendered by an employee. As per explanation to Para 17.9 of the University Calendar, qualifying service means continuous service rendered to the university by an employee

other than in a temporary or ad hoc capacity. Explanation to Para 17.9 of the University Calendar makes it clear that qualifying service means continuous service which an employee renders to the University. It has no bearing with length of service.

Payment of Gratuity Act, 1972 is not applicable to University, however, inference from provisions of said Act may be drawn for adjudication of instant case. As per said Act, an employee is entitled to gratuity if he completes 05 years' service. It is immaterial whether he superannuates or seeks retirement. Gratuity is a matter of right created by statutory provisions. The prescription of 20 years' service for seeking voluntary retirement cannot be linked with entitlement to gratuity. An employee is entitled to gratuity corresponding to his continuous service. There is ceiling for qualifying service, however, there is no minimum limit. The petitioner worked with respondent from 01.04.1981 to 30.09.2000 (last date of extraordinary leave). He remained on extraordinary leave without pay from 30.10.1999 to 30.09.2000. The said period as per Para 11.8 of the University Calendar cannot be counted towards qualifying service, however, he was entitled to gratuity for the remaining period.

11. Accordingly, the respondent is hereby directed to pay gratuity to petitioner for the period from 01.04.1981 to 29.10.1999. The petitioner shall submit details of his bank account in India within two weeks from today. The respondent shall release gratuity within two months from the date petitioner furnishes bank details. In case respondent fails to make payment within aforesaid period, it would be liable to pay interest @ 7.5% per annum on the expiry of said period.

12. ***Disposed of*** in above terms.
13. Pending application(s), if any, shall also stand disposed of.

(JAGMOHAN BANSAL)
JUDGE

20.01.2026
Prince Chawla

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No