



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

CWP-5074-2026 (O&M)

Duni Chand

... Petitioner

Vs.

State of Haryana and others

... Respondents

Reserved on: 20.04.2026

Pronounced on: 01.05.2026

Uploaded on: 01.05.2026

Whether only the operative part of the judgment is pronounced ? *No*

Whether full judgment is pronounced ? *Yes*

CORAM: HON'BLE MR. JUSTICE HARPREET SINGH BRAR

Present: Mr. S.K. Tada, Advocate
for the petitioner.

Mr. Piyush Khanna, Addl. AG, Haryana.

Mr. Vikrant Pamboo, Advocate
for respondents No.2 to 4.

HARPREET SINGH BRAR, J.

1. Present writ petition has been filed under Articles 226/227 of the Constitution of India for issuance of a writ in the nature of *mandamus* directing the respondents to release and pay the arrears of salary to the petitioner for the period from October, 1989 to 03.07.1996, the date, from which he was relieved



from service.

BRIEF FACTS

2. Brief facts of the case are that the petitioner was appointed as a Salesman in the Haryana State Federation of Consumer Co-operative Wholesale Stores Limited (CONFED) vide appointment letter dated 18.05.1979 (Mark 'X'). In the year 1983, the petitioner was posted to the Central Co-operative Consumer Stores Ltd., Mandi Dabwali. The petitioner claims that his salary was not paid w.e.f. September, 1989 and he was subsequently relieved from service on 03.07.1996, without any order of termination having been passed by a competent authority.

CONTENTIONS

3. Learned counsel for the petitioner, *inter alia*, contends that non-payment of the salary for the services rendered for nearly seven years is a clear violation of his fundamental rights. He submits that the petitioner approached this Court by way of filing CWP-1932-1991, which was allowed on 01.04.1992 with a direction to the respondents to release the salary within a period of three months from the date of passing of the said order. When the aforesaid order was not complied with, the petitioner was forced to file a contempt petition i.e. COCP-1472-1999, which was disposed of on 14.08.2000 on the basis of statement made by the respondents that the payment would be made as and when funds would be available. The petitioner again filed CWP-2906-2006 before this Court, which was disposed of on 27.02.2006 with a



direction to the respondents to decide his representation by passing a speaking order. In pursuance thereof, respondent No.3-Registrar, Cooperative Societies, Haryana, vide order dated 05.06.2006 (Annexure P-3), admitted that the claim of the petitioner was payable, but declined payment on the sole ground that the concerned store had been cancelled in the year 2002 and had no realizable assets. Learned counsel further submits that the service record of the petitioner was forwarded to CONFED vide letter dated 30.09.2004, yet CONFED vide letter dated 21.01.2010 (Annexure P-4) wrongly denied its liability. A fresh representation dated 20.01.2026 (Annexure P-5) has also been submitted, however, the same yielded no result.

4. *Per contra*, learned counsel for respondent No.2-CONFED, while relying upon the written statement, submits that as per the Staff Service Rules amended on 14.12.1983, the categories of Salesmen working with Central Cooperative Stores shall not be borne on the Common Cadre of the Federation. Consequently, the petitioner stood allocated to the Mandi Dabwali Store and as such, CONFED is not liable to pay his salary, especially when the concerned store has gone into liquidation with no assets. He places reliance on the judgment passed by a Co-ordinate Bench of this Court in **CWP-25599-2019** titled as ***Muni Pal Vs. State of Haryana***, decided on 19.04.2024 and contends that in similar circumstances, no direction was issued against CONFED.

OBSERVATION & ANALYSIS

5. I have heard learned counsel for the parties and perused the record



of the case file with their able assistance.

6. It transpires that the sole basis for denial of payment by the respondents is their assertion that the petitioner was not their employee, but that of the Store. While the respondents do not dispute the dues payable to the petitioner, they contend that such claim is enforceable only against the Store; and since the Store has gone into liquidation and stands wound up without any realizable assets, the petitioner's dues are liable to be treated as an unmet liability. Consequently, the respondent-Federation can neither be held accountable nor can any direction for payment be issued against it.

7. Admittedly, the petitioner was appointed as a Salesman pursuant to an appointment letter dated 18.05.1979 (Mark 'X'), the authenticity whereof is undisputed, which posted the petitioner at Central Co-operative Consumer Stores Ltd., Sirsa. Following which, his services were transferred by the respondent-Federation to Co-operative Consumer Stores Ltd., Mandi Dabwali in the year 1983.

8. The appointment letter dated 18.05.1979 (Mark 'X') clearly stipulates that the appointment had been made by the Chief Executive Officer of CONFED and the petitioner's services were being governed throughout by the Staff Service Rules of the respondent-Federation. Further, even the subsequent posting of the petitioner at the Central Cooperative Consumer Store Ltd., Mandi Dabwali was on the orders of the respondent-Federation itself, which stands duly corroborated by the order dated 05.06.2006 (Annexure P-3)



of respondent No.3-Registrar, Cooperative Societies. The said order starts with the line that the petitioner was working as a Salesman in the CONFED since 1979.

9. However, the order states that while the petitioner was working at Store, Mandi Dabwali, he was an employee of the Store, which was a separate entity. It is incomprehensible to this Court as to when the petitioner was appointed by the CONFED, when he was posted to Store at Sirsa and later at Mandi Dabwali by the CONFED. When the services of the petitioner were governed as per Staff Service Rules of the CONFED and further, the period served by the petitioner in the Store at Sirsa, is not disputed as employment under CONFED by the respondent-Federation, how does the respondent-Federation can come to the conclusion that the petitioner was not an employee of CONFED. The employment of the petitioner in the Store at Sirsa and Mandi Dawali is identical and merely in the nature of a deputation and did not, in any manner, alter the subsisting employer–employee relationship with CONFED. As such, it is unequivocally established that since 18.05.1979 till 03.07.1996, the petitioner has been an employee of the respondent-Federation.

10. The defence raised by learned counsel for the respondent-Federation that upon the amendment of the Staff Service Rules dated 14.12.1983, the petitioner stood allocated to the Central Cooperative Consumer Store Ltd. and ceased to be borne on the Common Cadre of CONFED, is wholly untenable and, in fact, stands contradicted by the very Rules sought to



be relied upon.

10.1 The proviso appended to the amended Rule 1.3 clearly stipulates that *all future vacancies in the Central Cooperative Consumer Stores are required to be reported to the State Federation for providing suitable incumbents, and that such incumbents may, at the discretion of the Federation, be sent on deputation or otherwise appointed, with fresh recruitment by the Stores being permissible only upon issuance of a Non-Availability Certificate by the Federation.*

10.2 This provision unequivocally establishes that CONFED functions as the parent and controlling authority, while the Stores operate as dependent units for the purpose of staffing. The use of the expression 'deputation' in the proviso is of particular significance. In *Sarita Singh Vs. M/s Shree Infosoft Private Limited, Civil Appeal No.346 of 2022*, the Hon'ble Supreme Court, relying upon *Umapati Choudhary Vs. State of Bihar, (1999) 4 SCC 659*, reiterated that deputation is a tripartite arrangement involving a lending employer, a borrowing authority and the employee and that an employee on deputation continues to retain his lien with the parent department. Thus, even assuming that the petitioner was posted at the Mandi Dabwali Store, such posting would, in terms of the Rules themselves, partake the character of deputation and the petitioner would not cease to be an employee of CONFED. The respondent cannot be permitted to approbate and reprobate by relying upon the amendment to deny its status as employer, while simultaneously



invoking provisions, which affirm its overarching control and authority over the Stores.

10.3 Such a contradictory stand is self-defeating and strikes at the root of the respondent-Federation's defence. Consequently, it is held that CONFED continues to be the principal employer and remains liable for payment of salary to the petitioner for the period during which he rendered service. The amendment cannot be used as a shield by the principal employer to avoid its statutory and constitutional liabilities.

11. Admittedly, it has never been in dispute that the salary of the petitioner from October, 1989 to 03.07.1996 is due to him and his entitlement for the same has even been accepted by the respondent-Federation in their order dated 05.06.2006 (Annexure P-3).

12. The right to livelihood is an integral facet of the right to life guaranteed under Article 21 of the Constitution of India. The respondent-Federation, on one hand, has continued to avail the services of the petitioner, while on the other, has denied him his rightful salary. Such conduct amounts to blatant exploitation and effectively deprives the petitioner of his right to livelihood. The act of withholding salary for the period during which services were duly rendered cannot be sustained in law.

13. In *Maneka Gandhi Vs. Union of India*, AIR 1978 SC 597, the Hon'ble Supreme Court authoritatively held that the expression "life" under Article 21 of the Constitution of India is not confined to mere animal existence



but includes the right to live with dignity, which necessarily embraces the right to livelihood.

14. The right to live with human dignity, free from exploitation, is enshrined in Article 21 of the Constitution of India and derives its contents from the Directive Principles of State Policy, particularly Articles 39(e) and (f), and Articles 41 and 42. This right necessarily includes the protection of basic conditions of human dignity. Any action that deprives a person of the enjoyment of these essential rights would amount to a violation of Article 21 of the Constitution of India. For individuals wholly or substantially dependent on wages or salary for their sustenance, the right to receive such wages assumes the character of a fundamental right.

15. Reliance in this regard may be placed on the judgment rendered by a two Judge Bench of the Hon'ble Supreme Court in *Man Singh Vs. State of Uttar Pradesh 2022 SCC Online SC 726*, wherein it has been categorically as under: -

*“5. We find that the High Court has failed to consider the fact that even if the appointment was irregular, the appellant had discharged the duties and in lieu of duties, he had to be paid. **The State cannot take any work from any employee without payment of any salary.**”*

16. As such, depriving a person of wages for work duly performed is impermissible within the constitutional framework. Non-payment of wages



directly attracts the prohibition under Article 23 of the Constitution of India, as it effectively amounts to forced labour. Such action cannot be countenanced under any circumstances.

17. It is both shocking and inexplicable that the respondent-Federation specially being a State authority itself has resorted to the practices of exploitation and 'beggar', by extracting work from the petitioner without paying him any salary.

18. Denial of salary for as long as 81 months constitutes a gross violation of the petitioner's rights under Articles 21 and 23 of the Constitution of India. It is trite that fundamental rights cannot be waived, and therefore, mere delay or alleged failure to complete formalities cannot be construed as a waiver of the petitioner's entitlement to salary. No employer, least of all the State, can be permitted to deprive an employee of lawful wages on a recurring basis. The State cannot be allowed to cloak its inaction behind technical excuses so as to defeat the fundamental and human rights of its employees.

CONCLUSION

19. The impugned letter dated 21.01.2010 (Annexure P-4) issued by respondent-Federation denying its liability is, therefore, contrary to the record and is held to be illegal and arbitrary and consequently, the same is quashed. Since the petitioner has served the respondents for a considerable period and the respondents have availed his services without paying any remuneration, this Court cannot be a silent spectator to such exploitation.



20. In light of the above discussion, present writ petition is allowed. The respondent-Federation is directed to compute and pay the arrears of salary to the petitioner for the period from October, 1989 to 03.07.1996, along with interest @6% *per annum* to be calculated from the due date till its actual disbursement.

21. Moreover, what has shocked the conscience of this Court is the distressing procedural trajectory, the petitioner was compelled to endure. The petitioner first approached this Court by way of filing *CWP-1932-1991*, which was allowed on 01.04.1992 with a direction to the respondents to release his salary within a period of three months from the date of passing of that order. However, the said order was not complied with, leading the petitioner to file a contempt petition i.e. *COCP-1472-1999*, which was disposed of on 14.08.2000 merely on the statement of the respondents that payment would be made as and when funds become available. Following this, the petitioner was compelled to file a third writ petition i.e. *CWP-2906-2006*, which was disposed of by this Court on 27.02.2006 with a direction to decide his representation. Despite having two favourable orders passed by this Court, the petitioner was again forced to approach this Court in the present writ petition. The repeated disregard for the orders of this Court, coupled with the sheer administrative



apathy and scant regard for the plight of a common man, who served for nearly seven years without salary, shocks the judicial conscience.

22. This Court finds it wholly unacceptable that a State authority could treat its employee with such indignity, forcing him to litigate for decades to claim his rightful dues. Therefore, while affirming the petitioner's entitlement, this Court deems it appropriate not only to direct payment of arrears along with interest, but also to impose exemplary costs of ₹2,00,000/- upon the respondent-Federation, to be payable to the petitioner, for the flagrant violation of his fundamental rights and the persistent disregard of the orders of this Court.

23. The entire exercise shall be completed expeditiously preferably within a period of three months from the date of receipt of a certified copy of this order.

24. The pending miscellaneous application(s), if any, shall stand disposed of.

01.05.2026
vishnu

[HARPREET SINGH BRAR]
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No