



W.P.No.32676 of 2019

WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Reserved on : 01.07.2026

Pronounced on : 03.07.2026

CORAM :

THE HONOURABLE MR. JUSTICE T.VINOD KUMAR

W.P.No.32676 of 2019

1.Dr.P.Manohar

Associate Professor of History (Retd.)

Presidency College

Chennai – 600 005.

2.Dr.R.Kanagadurai

Associate Professor of Physics (Retd.)

Presidency College

Chennai – 600 005.

3.Dr.Mohankumaran Thambi

Associate Professor of Economics (Retd.)

Presidency College

Chennai -600 005.

... Petitioners

vs

1. The State of Tamil Nadu

Represented by the Secretary

Higher Education Department

Fort St.George

Chennai.

2.The Director of Collegiate Education

DPI Campus, College Road

Chennai – 600 006.

... Respondents

Prayer: Writ Petition filed under Article 226 of the Constitution of India, praying to issue a Writ of Certiorarified Mandamus, to call for records relating to the proceedings of the 1st respondent in Letter No.9881/F.1/2015-17 dated 12.06.2018



W.P.No.32676 of 2019

and that of the 2nd respondent in Na.Ka.No.14041/J1/2018 dated 06.07.2018 and quash the same and consequently direct the respondents to pass appropriate orders to enable the petitioners for encashment of the leave which were not availed by them during their respective Contract Service which was already regularized for the purpose of pension.

For Petitioners : Mrs.Ami V.Kataria
For Respondents : Mr.C.P.Goutham
Government Advocate

ORDER

Heard the learned counsel for the petitioners and the learned Government Advocate appearing for the respondents and perused the records.

2. The petitioners, by the present writ petition have assailed the action of the first respondent in issuing proceedings dated 12.06.2018 and that of the second respondent dated 06.07.2018 as being contrary to the Tamil Nadu Leave Rules 1933 and to quash the same with consequential direction to the respondents to pass appropriate orders allowing the petitioners to encash leave salary of their respective contract service period which was not availed by them.

3. The case of the petitioners in brief is that they had joined as Associate Lecturer on contract basis during the period 1986 to 1992; and that their services



W.P.No.32676 of 2019

were regularised w.e.f. 23.06.1993.

WEB COPY

4. It is the further case of the petitioners that the Government subsequently vide G.O.Ms.No.203 Higher Education (F1) Department dated 09.12.2014 had permitted to count their service period from 1986 to 1992 which was on contract basis along with the regular service as qualifying service for pensionary benefits as per Rule 11(1) of Tamil Nadu Pension Rules, 1978; and that as their service period on contract basis is now considered for pensionary benefits, they are entitled for encashment of leave which was not availed and surrendered by them during the said contract service period.

5. The petitioners further contended that on the Government issuing G.O.Ms.No.203 dated 09.12.2014 counting their contract service as eligible for pensionary benefits, the petitioners became eligible for encashment of leave salary as per Rule 27 of Tamil Nadu Leave Rules 1933; that for the said reason, a representation was submitted to the second respondent by one of the retired Associate Professor on 08.06.2015; and that the first respondent without considering the eligibility of the petitioners for encashment of surrendered Earned



W.P.No.32676 of 2019

WEB COPY

Leave during the period of service on contract basis had rejected the representation and issued impugned proceedings. Hence, this writ petition.

6. Counter affidavit on behalf of the respondents is filed.

7. The respondents, by the counter affidavit while denying the claim of the petitioners for encashment of leave salary during contract period of service, contended that the petitioners were among the 314 lecturers who were appointed on contract labours during the period 1986 to 1992 and were paid remuneration under the UGC scale of pay.

8. The respondents, by the counter affidavit further contended that the Government thereafter ordered to appoint the Lecturers who were appointed on contract basis on regular basis and issued G.O.Ms.No.310 dated 26.03.1993 through Teachers Recruitment Board subject to following existing rule of reservation and the candidates fulfilling the educational qualification; that upon the Government taking decision to regularise the services of Lecturers who were



W.P.No.32676 of 2019

WEB COPY

working on contract basis w.e.f. 26.03.1993 vide G.O.Ms.No.81 dated 13.03.1998, the petitioners' services were regularised; that subsequent to regularisation of their services under G.O.Ms.No.81, several representations were made by the Teachers Association to consider their contract service period as qualifying service for the purpose of calculation of pensionary benefits; that the Government had considered the said representation and having regard to Rule 11(1) of Tamil Nadu Pension Rules 1978, ordered to reckon the period of service on contract basis after deducting break-in service during the period as qualifying service for grant of pensionary benefits and issued G.O.Ms.No.203 dated 09.12.2014; and that on account of the issuance of the said G.O., the period of service rendered by petitioners on contract basis from 1986 to 1992 was counted as eligible service as per terms of G.O.Ms.No.203; and that the Lecturers who had retired on superannuation including the petitioners are receiving their pension, DCRG and commutation of pension at enhanced rate by including their contract service period as qualifying service for pension.

9. It is also contended by the respondents that as per Rule 27 of Tamil Nadu Leave Rules 1933, encashment of leave of a non-permanent Government



W.P.No.32676 of 2019

WEB COPY

servant is permissible only when they are appointed substantially to the permanent post; that the petitioners were appointed on contract basis only for the period upto the closure of the academic year; that the petitioners were ousted and re-appointed after certain period as per the vacancy position existing in the Government colleges; that the Government after careful consideration of the representation submitted by the Association and the provisions laid down in various Rules granted benefit of counting of the service on contract basis as qualifying for service for the purpose of pensionary benefits only that too after excluding break-in service period; and that by counting of service period for pensionary benefit by itself would not confer right on the petitioners to claim as becoming eligible for encashment of Earned Leave when they were working on contract basis.

10. Contending as above, the respondents seek for dismissal of the writ petition.

11. I have taken note of the respective contentions urged.

12. At the outset, it is to be noted that the petitioners who were initially



W.P.No.32676 of 2019

WEB COPY

appointed on contract basis as Associate Professor and worked as such during the period 1986 to 1992/1993 did not make any claim for encashment of Earned Leave either during their service period or on their services being regularised vide G.O.Ms.No.81 dated 13.03.1998.

13. Further, the petitioners through their Association made a representation to the Government to count their service on contract basis for the purpose of grant of pensionary benefits. It is only after the Government considering the said request and acceding to the same by issuing the G.O.Ms.No.203 dated 09.12.2014, the petitioners came up with the present claim for encashment of leave salary. Till the Government acceded to the request of the petitioners to count their service period on contract basis for pensionary benefit, the petitioners did not raise any claim with regard to encashment of earned leave relating to service period on contract basis. Thus, the claim made by the petitioners after the issuance of G.O.Ms.No.203 dated 09.12.2014 after about 21 years after the date of regularisation of service in relation to a period prior thereto i.e., 1986 to 1992 is not only an after thought but is also hit by doctrine of delay and laches.



W.P.No.32676 of 2019

WEB COPY

14. In so far as, the reliance placed by the petitioners on Rule 27 of Leave Rules, 1933 is concerned, it is to be noted that in order to become eligible to claim benefit under the said Rule, the appointment of the petitioners as a non-government permanent servant should be against the substantive permanent post implying the sanctioned post. No material is placed before this Court at the time of filing the present writ petition or before the second respondent at the time of submitting representation, to show that the petitioners' appointment was against the substantive permanent post i.e., against the sanctioned post. Merely on account of Government acceding to their request to count their service period on contract basis as qualifying service for pensionary benefits under Rule 11(1), would not automatically make the petitioner's initial appointment as against substantive permanent post for them to claim the benefit of encasement of leave salary.

15. In view of the above, considered from any angle, the present writ petition as filed is devoid of merit. Accordingly, the writ petition is dismissed. No costs.



W.P.No.32676 of 2019

WEB COPY

03.07.2026

Speaking order / Non-speaking order

Index : Yes / No

Neutral Citation : Yes / No

msv

To

1. The Secretary

The State of Tamil Nadu

Higher Education Department

Fort St.George

Chennai.

2.The Director of Collegiate Education

DPI Campus, College Road

Chennai – 600 006.



WEB COPY



W.P.No.32676 of 2019

T. VINOD KUMAR, J.

msv

Pre-delivery order made in
W.P.No.32676 of 2019

03.07.2026