



2025:DHC:10298



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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% **Date of decision: 20<sup>th</sup> November, 2025**

+ W.P.(C) 8434/2009

**ALOK KUMAR AGARHARI**

.....Petitioner

Through: Mr. Pankaj Kumar & Mr.  
Shubhendu Saxena, Advs.

versus

**IIFT & ANR.**

.....Respondents

Through: Dr. Charu Mathur, Adv.

**CORAM:**

**HON'BLE MR. JUSTICE AVNEESH JHINGAN**

**AVNEESH JHINGAN, J. (ORAL)**

1. This petition is filed challenging the order dated 20.08.2008 removing the petitioner from service.

2. The brief facts are that the petitioner on 25.06.2007 was appointed on contractual basis for a period of three years. Depending upon the performance of the petitioner during the contractual period of appointment there was likelihood of regularization. The clause 3 of the appointment letter provided for termination of services in the first year by giving notice of one month or payment of salary in lieu thereof and thereafter notice of three months or payment of salary in lieu of it. The petitioner absented from duty from 07.05.2008 till removal of service. After giving payment of salary of three months in lieu of the notice period the petitioner was removed from service, hence, the present petition.

3. Learned counsel for the petitioner submits that the petitioner



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was regularized and could not have been terminated without following due process. It is argued that the petitioner applied for leave from 07.05.2008 to 11.05.2008 and it was sanctioned. Thereafter the petitioner went to his native place and had sent an application for extension of the leave from 12.05.2008. It is argued that the petitioner was diagnosed with Hepatitis B and could not join duty.

4. Learned counsel for the respondents submits that the petitioner was never regularized and was on contract basis. It is contended that the petitioner unauthorisedly absented from duty and thereafter complying with the pre-requisites of clause 3 of the employment contract the petitioner was removed from service.

5. The contention of the learned counsel for the petitioner that the petitioner was regularized remains unsubstantiated. There is no order produced regularizing the petitioner. The reliance of the learned counsel for the petitioner on a payslip annexed with the petition is of no avail. The payslip annexed is print out of computerized document which is neither digitally signed nor has signatures of any of the official of the respondents.

6. The petitioner was working on contractual basis and unauthorisedly absented from duty from 12.05.2008 till the passing of the impugned order dated 20.08.2008. It is not disputed that clause 3 of the employment contract was complied with.

7. The contention that the petitioner had sent an application for extension of the leave does not enhance the case of the petitioner. The leave was not sanctioned yet the petitioner failed to join duty.

8. So far as the reliance on the certificate issued by the doctor to



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submit that the petitioner was diagnosed with Hepatitis B is concerned, suffice it to say that the doctor issuing the certificate was not treating the petitioner and it is specified in the certificate that the petitioner was under the treatment of Doctor V.K. Suman but the prescriptions or OPD slips of the treating doctor have not been produced. It would be apposite to mention that no blood test report diagnosing the petitioner to be Hepatitis B positive is placed on record.

9. No case is made out for interference in writ jurisdiction.

10. The petition is dismissed.

11. At this stage, learned counsel for the petitioner submits that salary cheque for three months given in lieu of notice period was not encashed and the respondents be directed to get it renewed.

12. Let the petitioner approach the respondents with the request, there is no doubt in such an eventuality fresh cheque shall be issued by the respondents.

**AVNEESH JHINGAN, J**

**NOVEMBER 20, 2025**

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**Reportable:- Yes**