



CGHC010277592026



2026:CGHC:36713-DB

NAFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****WA No. 769 of 2026**

1. State of Chhattisgarh Through Secretary, Ministry Of Health And Medical Education Mantralay Mahanadi Bhawan Atal Nagar Nawa Raipur District Raipur (C.G.)
2. The Director Directorate of Medical Education Old Nurses Hostel, D.K.S Bhavan, Raipur Chhattisgarh

--- Appellant(s)**versus**

1. Smt. Sumitra Mallick W/o Shri Subhash Mallick Aged About 43 Years Presently Posted As Demonstrator (Contractual), At Govt. Nursing College, Raipur, Resident Of B.M.Y. Shikshit Nagar, Charodha, P.S. Bhilai District- Durg C.G.
2. Smt. Priyanaka P. Ashwagan W/o Dr. Prashant John Ashawan Aged About 40 Years Presently Posted As Demonstrator (Contractual), At Govt. Nursing College Raipur, Resident Of D-23, Bhavana Nagar, Khamardih Main Road, Shankar Nagar, P.S. Raipur, Telibanda, District- Raipur C.G.
3. Smt. Shalini Agrawal W/o Mr. Ravi Kumar Agrawal Aged About 39 Years Jiwaji Heights, Flat No. 304, Kapil Nagar Chowk, Sarkanda Bilaspur (C.G.)

4. Smt. Anima Lakra W/o Dr. Rajesh Sachin Panna Aged About 40 Years R/o 162/b, Ramkrishna Nagar, Mopka Bilaspur C.G.

--- Respondent(s)

WA No. 773 of 2026

1. State of Chhattisgarh Through - Secretary Ministry of Health And Medical Education Mahanadi Bhawan Atal Nagar Nawa Raipur District Raipur C.G.
2. Directorate of Medical Education Old Nurses Hostel, D K S Bhawan District Raipur C.G.

---Appellant(s)

Versus

1. Smt. Vidya P. Tandy W/o Shri Sunil Tandy Aged About 50 Years Presently Posted As Demonstrator (Contractual) At Govt. Nursing College, Ambikapur, Permanent R/o Near Christian Hospital Dhamtari, P.S. Dhamtari District Dhamtari C.G.
2. Smt, Anju Bodalkar W/o Mr. Nikhil Kumar Bodalkar, Aged About 39 Years Posted As Demonstrator (Contractual), At Govt. Nursing College Judgalpur R/o M I G First Floor, 08, Housing Board Colony Aghanpur Dharpura, Jagdalpur P.S. Jagdalpur District Bastar C.G.
3. Smt, Asha Sahu W/o Mr. G.G. Sahu Aged About 40 Years Presently Posted As Demonstrator, (Contractual) At Govt. Nursing College, Jagdalpur R/o M I G 34, G F Housing Board Colony Aghanpur, Dharpura Jagdalpur P.S. Jagdalpur District Bastar C.G.
4. Smt, Anita Rani Gupta W/o Mr. Harsh Gupta Aged About 40 Years Presently Posted As Demonstrator, (Contractual) At Govt. Nursing 3 College Jagdalpur R/o Flat No. 2 / 36, -440, Housing Board Colony Lalbagh, Jagdalpur P.S. Jagdalpur District Bastar C.G.
5. Smt, Vidya Ansh W/o Ansh Raghavan, Aged About 42 Years Presently Posted As Demonstrator, (Contractual) At Govt. Nursing College Jagdalpur R/o Sanjay Gandhi Ward 34, Opposite To Manke Furniture, Bhodhgat Road Jagdalpur P.S. Jagdalpur District Bastar C.G.

6. Smt. Priyanka Shirke W/o Dhushyant Meshram Aged About 38 Years Presently Posted As Demonstrator, (Contractual) At Govt. Nursing 3 College Jagdalpur R/o M I G 11, Housing Board Colony Aghanpur Dharmapura Jagdalpur P.S. Jagdalpur District Bastar C.G.
7. Miss Anupa Tirkey D/o Shri S. Tirkey Aged About 37 Years Presently Posted As Demonstrator, (Contractual) At Govt. Nursing 3 College Ambikapur R/o Namnakala Patpariya Ambikapur P.S. Gandhinagar District Sarguja C.G.
8. Smt, Purnima Shukla W/o Shir Devendra Pathak Aged About 39 Years Presently Posted As Demonstrator, (Contractual) At Govt. Nursing 3 College Ambikapur R/o Ram Mandir Road Brahampara Ambikapur P.S. Kotwali District Sarguja C.G.
9. Chhattisgarh, Public Service Commission, Through The Secretary Chhattisgrh. Public Service Commission Shankar Nagar Road Near Bhagat Singh Square District Raipur C.G.

---Respondent(s)

(Cause-title taken from Case Information System)

For Appellants/State	:	Mr. Sangharsh Pandey, Government Advocate in both the appeals.
For Respondents	:	Mr. Apoorva Tripathi, Advocate in both the appeals.

Hon'ble Shri Ramesh Sinha, Chief Justice

Hon'ble Shri Ravindra Kumar Agrawal, Judge

Judgment on Board

Per Ramesh Sinha, Chief Justice

18.08.2026

1. Heard Mr. Sangharsh Pandey, learned Government Advocate, appearing for the appellants/State in both the appeals, as well as Mr. Apoorva Tripathi, learned counsel appearing for the respondents in both the appeals, on I.A. No. 1 of 2026, applications seeking condonation of delay.

2. After hearing learned counsel for the parties and considering the reasons assigned in the applications, this Court is satisfied that sufficient cause has been shown. Accordingly, I.A. No. 1 of 2026 in both the appeals are allowed, and the delay of 42 days in filing the appeals are hereby condoned.

3. The present intra-Court appeals have been preferred by the appellants/State against the orders dated **17.04.2026** passed by the learned Single Judge in **WPS No. 1465 of 2023** and **WPS No. 3647 of 2023**, whereby the writ petitions filed by the respondents/writ petitioners have been allowed and the orders dated 29.12.2022 passed by the competent authority have been quashed with a direction to the appellants to regularize the services of the respondents/writ petitioners as Demonstrators with all consequential service benefits against the sanctioned posts to which they were initially appointed.

4. Learned State counsel submits that the respondents/writ petitioners had approached this Hon'ble Court seeking quashment of the order dated 29.12.2022 and further seeking a direction to the State authorities to frame a policy for regularization of contractual employees and to absorb/regularize their services against regular posts with all consequential benefits. The principal grievance of the respondents was that, although they were initially appointed as Demonstrators on contractual basis for a period of one year, their contractual engagements were extended from time to time and they have continued to discharge their duties for more than 16–17 years. According to the respondents, their appointments were made after

following the prescribed selection process and against sanctioned posts and, therefore, their long and continuous service entitled them to consideration for regularization/absorption.

5. Learned State counsel contested that the claim of the respondents by filing a detailed return and submitted that the respondents have no enforceable legal or statutory right to seek regularization or absorption merely on the basis of their prolonged contractual engagement. It was specifically submitted that the respondents were appointed purely on contractual basis under the Chhattisgarh Civil Services (Contract Appointment) Rules, 2012 (for short, 'Rules of 2012') and the terms and conditions governing their respective contractual appointments. Their appointments were for a fixed tenure and were subject to renewal from time to time. The terms of appointment did not confer any right of regular appointment, absorption or permanency and the respondents accepted such conditions with full knowledge of the nature and tenure of their engagement. He further submits that the continuation of a contractual employee for a considerable period, even by way of successive extensions, does not alter the nature of the original appointment or confer any vested right to regularization. The respondents cannot claim that the mere passage of time has converted their contractual appointments into regular appointments. Regularization is not a mode of recruitment and cannot be claimed as a matter of right in the absence of any statutory provision, rule or valid scheme providing for such regularization.

6. It is also submitted by the learned State counsel that the constitutional scheme governing public employment requires appointment to regular civil posts to be made in accordance with the applicable recruitment rules and through a fair, transparent and competitive selection process consistent with Articles 14 and 16 of the Constitution of India. If contractual employees are regularized merely on the basis of long continuation, without subjecting them to the prescribed regular recruitment process, it would deprive other eligible candidates of their equal opportunity to compete for public employment. Such regularization would, therefore, amount to granting regular appointment through a mode not recognized by the governing recruitment rules. The appellants/State specifically brought to the notice of the learned Single Judge that some of the respondents had participated in the regular recruitment process pursuant to the advertisement dated 30.07.2014 after obtaining No Objection Certificates from the competent authority, but had failed to secure appointment in the said selection process. Having participated in the regular recruitment process and having failed therein, such respondents cannot now seek regularization through judicial intervention, as the same would effectively permit them to enter regular service through a route other than the prescribed mode of recruitment.

7. Learned State counsel placed reliance upon the Constitution Bench judgment of the Hon'ble Supreme Court in ***Secretary, State of Karnataka v. Umadevi (3) and others***, reported in ***(2006) 4 SCC 1***, wherein the Hon'ble Supreme Court has authoritatively held that

temporary, casual, ad hoc and contractual employees cannot claim regularization as a matter of right merely because they have continued in service for a considerable period. The constitutional requirement of equality in public employment cannot be defeated by directing regularization of persons who have not entered regular service through the prescribed recruitment process. He further submitted that the limited one-time measure contemplated in paragraph 53 of ***Umadevi*** (supra) cannot be treated as a general source of right to regularization. The said exception is confined to a specific category of irregular appointments satisfying the conditions laid down therein and cannot be invoked mechanically by persons who were consciously appointed on contractual terms under the applicable Contract Appointment Rules. The respondents, having been appointed under a contractual arrangement with a fixed tenure and subject to the governing statutory framework, cannot claim regularization merely because their contractual engagements continued for several years. The aforesaid legal position has also been reiterated by the Hon'ble Supreme Court in ***Ganesh Digamber Jambhrunkar & Others v. The State of Maharashtra & Others***, reported in **2023 LiveLaw (SC) 801**. In the said case also, the claim for regularization was founded substantially upon prolonged contractual service. The Hon'ble Supreme Court did not recognize long continuation on contractual basis as creating an automatic or vested right to regularization and affirmed the principle that contractual employment cannot, merely by passage of time, be converted into regular employment in the absence of a legal or

statutory basis for such regularization. The said decision squarely supports the submission of the appellants that the respondents' long contractual service, by itself, cannot furnish a legal foundation for directing their regularization. Reliance was also placed by the appellants/State upon the judgments of the Hon'ble Supreme Court in ***Yogesh Mahajan v. Professor R.C. Deka***, reported in **(2018) 3 SCC 218** and ***Rajasthan State Road Transport Corporation v. Paramjeet Singh***, reported in **(2019) 6 SCC 250**, to submit that contractual employees do not acquire an indefeasible right to continuation, renewal, regularization or absorption merely because their contractual engagement has continued for a substantial period.

8. Learned State further state that the post of Demonstrator is a regular Class-II post and its recruitment is governed by the applicable statutory recruitment rules. Under the relevant recruitment framework, the post is required to be filled through the prescribed mode of recruitment, including direct recruitment and promotion in the stipulated ratio. Therefore, a direction to regularize the respondents against such posts, without following the recruitment procedure prescribed under the statutory rules, would directly run contrary to the governing recruitment scheme. He also contended that the respondents have not challenged the validity of the statutory recruitment rules governing appointment to the post of Demonstrator. In the absence of any challenge to the said rules, the learned Single Judge could not have directed regularization in a manner which effectively bypasses the statutory recruitment mechanism. The existence of sanctioned posts, by itself, does not

confer any right upon contractual employees to seek automatic absorption against such posts, as the filling of sanctioned posts must necessarily be undertaken in accordance with the applicable recruitment rules. He also submitted that the contractual appointments of the respondents are governed by the Rules of 2012 and the specific terms and conditions of their engagement. The said Rules contemplate contractual appointment for a defined tenure and do not create any automatic right of absorption or regularization merely on completion of a particular period of service. In the absence of an enabling statutory provision, the Court cannot create a right of regularization by issuing a positive direction for permanent absorption.

9. Learned State would submit that the respondents, having accepted their contractual appointments with full knowledge of the terms and conditions governing such appointments, cannot subsequently seek to disregard the very conditions under which they entered service. The contractual status of the respondents cannot be altered into regular status merely on the ground of equitable considerations or length of service, particularly when such regularization would be contrary to the statutory recruitment framework. It was also submitted that contractual employment and regular employment constitute distinct classes having different sources of appointment, tenure, service conditions and modes of recruitment. Therefore, the respondents cannot claim parity with regularly recruited employees merely because they have continued in service for a long period. Long continuation pursuant to successive contractual

extensions does not erase the distinction between contractual and regular appointments.

10. It is further submitted by the learned State counsel that regularization of the respondents would have significant administrative and financial consequences relating to cadre strength, sanctioned posts, recruitment methodology, seniority, pay fixation and other consequential service benefits. Such matters fall within the domain of the executive and the competent rule-making authority. The Court, in exercise of judicial review, cannot direct the State to create a regularization scheme or to permanently absorb contractual employees in the absence of a statutory or policy framework conferring such a right. The State Government, Department of General Administration, has also issued a circular dated 01.06.2009 dealing with the issue of regularization of employees/officers appointed on contractual basis. The said policy position has not been challenged by the respondents. Therefore, the learned Single Judge ought to have considered the effect of the said policy while examining the claim of the respondents for regularization. In the absence of any statutory provision or policy conferring a right of regularization, no positive direction for regularization could have been issued.

11. Learned State further contended that the judgments relied upon by the respondents, including the decision in ***Bhola Nath v. State of Jharkhand and others***, reported in **2026 SCC OnLine SC 129**, arose in their own distinct factual and statutory circumstances and could not

have been mechanically applied without examining the specific statutory framework governing contractual appointments and recruitment to the post of Demonstrator in the State of Chhattisgarh. The learned Single Judge, while allowing the writ petitions, has essentially treated the long continuation of the respondents on contractual basis as sufficient to confer a right of regularization. Such an approach is contrary to the settled law that regularization cannot be claimed merely on the basis of length of service and that the constitutional mandate of Articles 14 and 16 cannot be bypassed in the matter of appointment to regular public posts. The impugned orders directing the appellants to regularize the respondents as Demonstrators with all consequential service benefits effectively confer regular appointment without the respondents having established any statutory or enforceable right to such appointment. The learned Single Judge has thereby issued a positive direction which is inconsistent with the applicable recruitment rules and the settled principles governing regularization of contractual employees.

12. In view of the aforesaid facts, submissions and the settled legal position, the learned State counsel respectfully submit that the respondents/writ petitioners have failed to establish any enforceable legal or statutory right to claim regularization or absorption against the regular posts. Mere continuation of their contractual engagement for a considerable length of time, even if taken into consideration, does not create any vested or indefeasible right to regularization, particularly when their appointments were contractual in nature and were governed

by the applicable statutory rules and terms and conditions of engagement. The directions issued by the learned Single Judge for regularization are, therefore, contrary to the governing statutory framework, the constitutional scheme of equal opportunity in public employment under Articles 14 and 16 of the Constitution of India, and the law laid down by the Hon'ble Supreme Court.

13. Accordingly, it is most respectfully prayed that the present writ appeals may kindly be allowed, the impugned orders dated 17.04.2026 passed in WPS No. 1465 of 2023 and WPS No. 3647 of 2023 may kindly be quashed and set aside, and the writ petitions filed by the respondents/writ petitioners may kindly be dismissed.

14. *Per contra*, learned counsel appearing for the respondents/writ petitioners would submit that the learned Single Judge has rightly allowed the writ petitions after considering the entire factual and legal controversy in its proper perspective. It is submitted that the case of the respondents is not founded merely upon the length of their contractual service. Rather, the respondents were appointed pursuant to a duly notified selection process, after inviting applications and assessing the candidates on the basis of their requisite educational and technical qualifications. Their appointments were made against duly sanctioned posts and they have continuously discharged the duties attached to the post of Demonstrator for more than 16–17 years.

15. Learned counsel for the respondents would further submit that the respondents have not entered the service through any backdoor or clandestine method. Their appointments were neither fraudulent nor

illegal. There is no allegation that the respondents lacked the requisite qualifications or that the selection process was vitiated by favouritism, fraud or any other illegality. On the contrary, the State itself has continuously extended their contractual engagements for more than one and a half decades and has availed their services against sanctioned posts. The State, having continued to utilize their services for such a prolonged period, cannot subsequently take a stand that their engagement was merely temporary or contractual and that no consideration whatsoever can be given to their claim for regularization.

16. Learned counsel for the respondents further submit that the Constitution Bench judgment in ***Umadevi*** (supra) does not lay down an absolute proposition that no contractual or temporary employee can ever be considered for regularization irrespective of the manner of initial appointment, length of service, availability of sanctioned posts and the surrounding circumstances. The distinction between an illegal appointment and an irregular appointment assumes significance. Where the initial appointment has been made through a selection process and against sanctioned posts, and the employee has thereafter continued for a long period without any break, the case cannot be equated with that of a person who has entered public employment through a completely backdoor method. He further contended that the subsequent decisions of the Hon'ble Supreme Court have repeatedly cautioned against a mechanical application of ***Umadevi*** (supra) to perpetuate ad hocism and contractual employment for decades. Reliance has been placed upon the judgments in ***State of Karnataka v. M.L. Kesari & Others***, reported in **(2010) 9 SCC 247**, ***Jaggo v. Union of India & Others***, reported in **2024**

SCC OnLine SC 3826, *Shripal & Another v. Nagar Nigam, Ghaziabad*, reported in **2025 SCC OnLine SC 221, *Vinod Kumar & Others v. Union of India & Others***, reported in **(2024) 9 SCC 327, *Dharam Singh & Others v. State of Uttar Pradesh & Another***, reported in **2025 SCC OnLine SC 1735, *Bhola Nath v. State of Jharkhand & Others***, reported in **2026 SCC OnLine SC 129, *Pawan Kumar & Others v. Union of India & Others*** (passed in Civil Appeal arising out of **SLP(C) No. 29214/2019** decided on **13.02.2026**, ***Abhishek Sharma v. The State of Jammu and Kashmir & Others***, reported in **2026 SCC OnLine SC 342** and ***Mohammad Sagir & Others v. Nagar Nigam Kanpur*** (passed in Civil Appeal arising out of **SLP(C) Nos. 14760-14762/2024** decided on **16.03.2026**), to contend that the constitutional guarantee of equality cannot be defeated merely by describing an employee as contractual, particularly when the employee has been continuously performing duties of a perennial nature against sanctioned posts for a substantial period.

17. Learned counsel for the respondents also submitted that the principle of equality under Article 14 of the Constitution does not permit the State to create artificial distinctions between employees who are similarly situated in terms of the nature of duties performed, length of service, qualifications and the circumstances of their appointment. The nomenclature assigned to the engagement cannot, by itself, determine the constitutional entitlement of an employee. The State, being a model employer, is expected to adopt a fair, reasonable and non-arbitrary approach in dealing with employees who have served it continuously for a substantial part of their service career. He would submit that the learned Single Judge has examined the entire matter on the basis of the

pleadings, documents and material placed on record and has recorded specific findings that the appointments of the respondents were not illegal or by way of backdoor entry. The learned Single Judge has also taken note of the fact that the respondents possess the requisite qualifications and have continuously discharged the duties of Demonstrators against sanctioned posts. It is, therefore, contended that no jurisdictional error, perversity or illegality has been demonstrated warranting interference in intra-Court appellate jurisdiction.

18. Learned counsel for the respondents lastly submits that the rejection of their claim merely on the ground of contractual status, despite their having served the State continuously for more than 16–17 years against sanctioned posts, would amount to perpetuation of an arbitrary and unreasonable classification. It is accordingly prayed that the writ appeals be dismissed and the orders passed by the learned Single Judge be affirmed.

19. We have considered the rival submissions advanced by learned counsel for the parties and have carefully perused the material available on record, including the orders passed by the learned Single Judge and the documents placed before us.

20. At the outset, it is necessary to notice that the controversy cannot be decided merely by reference to the contractual nomenclature of the respondents' appointments. It is undoubtedly well settled that mere continuation in temporary, ad hoc or contractual service for a considerable period does not, by itself, create an indefeasible right to regularization. The constitutional scheme under Articles 14 and 16 of the Constitution

requires that public employment ordinarily be offered through a fair, transparent and constitutionally permissible mode of recruitment. The principle laid down by the Constitution Bench in *Umadevi* (supra) continues to hold the field.

21. However, the aforesaid principle cannot be applied in isolation from the facts and circumstances of the case. The distinction between an appointment which is illegal from its inception and an appointment which may, at the highest, be described as irregular is of considerable significance. Where the appointment has been made after following a selection process, against a sanctioned post, and the appointee possesses the requisite qualification, the case stands on a different footing from an appointment made without any process of selection or in clear violation of the constitutional scheme.

22. In the present case, the learned Single Judge has recorded categorical findings, on the basis of the material available on record, that the respondents were appointed as Demonstrators pursuant to a selection process conducted in the years 2008–2009. The respondents possessed the requisite qualifications and their appointments were made against sanctioned posts. There is no material brought before us to demonstrate that the respondents secured their appointments by fraud, misrepresentation, favouritism or any other impermissible method.

23. It is equally significant that the respondents have not merely continued for a few years. Their contractual engagements have repeatedly been extended by the State and they have continued to discharge the duties attached to the post for more than 16–17 years. The State has,

throughout this period, continued to avail their services. The prolonged continuation of the respondents is therefore not an isolated circumstance but a relevant factor which has to be considered along with the manner of their initial appointment, their qualifications, the nature of duties performed and the availability of sanctioned posts.

24. The argument of the appellants that the respondents accepted the contractual terms with full knowledge of the conditions of their appointment also cannot, in the facts of the present case, be treated as conclusive. Acceptance of contractual conditions may determine the tenure and other incidents of the contractual engagement, but it cannot by itself authorize the State to perpetuate a temporary arrangement indefinitely and thereafter rely upon the same contractual nomenclature as the sole ground for denying consideration of the employees' claim arising from their long and continuous service.

25. The Hon'ble Supreme Court has, in its subsequent decisions, repeatedly emphasized that the principles in ***Umadevi*** (*supra*) cannot be applied in a mechanical or hyper-technical manner so as to ignore the factual circumstances in which employees have been continued for long periods against sanctioned posts. The constitutional obligation of the State to act fairly and reasonably does not disappear merely because the initial appointment was described as contractual.

26. In ***Bhola Nath*** (*supra*), the Hon'ble Supreme Court, while considering long-standing contractual engagement against sanctioned posts, has emphasized that the State cannot continue employees for a prolonged period under the nomenclature of contractual employment and

thereafter deny them consideration for regularization solely on the basis of such nomenclature. The Court has further reiterated that contractual stipulations cannot be used as an instrument to immunize arbitrary State action from constitutional scrutiny. The principle emerging from the aforesaid decisions is not that every contractual employee automatically acquires a right to regularization on completion of a particular number of years. The principle is that the State cannot ignore the totality of the circumstances and deny consideration to long-serving employees merely by relying upon the label attached to their appointment, particularly where the initial engagement was pursuant to a selection process, the employees possess the requisite qualifications, the work is of a perennial nature and the employees have continued against sanctioned posts for a substantial period.

27. We also find substance in the submission of learned counsel for the respondents that the State cannot, after repeatedly extending their contractual engagements and extracting services from them for more than one and a half decades, seek to treat their continued engagement as wholly irrelevant. The repeated extensions granted by the competent authorities themselves demonstrate that the services of the respondents continued to be required by the State.

28. The contention of the appellants/State that regularization would deprive other eligible candidates of an opportunity to compete for public employment also cannot be accepted as an absolute proposition in the facts of the present case. The learned Single Judge has examined the availability of sanctioned posts and the circumstances in which the

respondents were initially appointed. No material has been placed before us to establish that the directions issued by the learned Single Judge would result in the creation of posts or would nullify any recruitment process already undertaken in accordance with law.

29. We are also unable to accept the submission that the existence of the statutory recruitment rules by itself completely bars consideration of the respondents' cases. The recruitment rules undoubtedly govern regular appointments and cannot be ignored. At the same time, the question before us is whether, in the peculiar factual circumstances noticed by the learned Single Judge, the State can be directed to take an appropriate decision regarding the respondents' status after considering their long service, manner of appointment, qualifications and availability of sanctioned posts. The learned Single Judge has examined the matter in the light of the constitutional principles and the judgments of the Hon'ble Supreme Court referred to in the impugned order.

30. The contention regarding the Circular/Policy dated 01.06.2009 also does not persuade us to interfere with the impugned orders. The appellants/State have not demonstrated that the said circular conclusively prohibits consideration of the respondents' cases in the factual circumstances noticed by the learned Single Judge. In any event, a Government circular cannot be applied in a manner inconsistent with the constitutional mandate of fairness, equality and non-arbitrariness.

31. Likewise, the fact that some of the respondents had participated in a subsequent regular recruitment process and were unsuccessful cannot, by itself, extinguish the claim arising from their long-standing contractual

engagement. Their participation in such process may be a relevant circumstance for consideration by the competent authority, but it cannot be treated as an absolute bar to examining their claim in the light of the peculiar circumstances noticed by the learned Single Judge.

32. We are also mindful of the limits of judicial review in matters relating to regularization and public employment. Ordinarily, the Court would be slow to direct the creation of a new mode of recruitment or to substitute itself for the rule-making or executive authority. However, the present case does not warrant interference merely on the basis of such general principle, since the learned Single Judge has exercised jurisdiction upon a consideration of the peculiar facts and the constitutional principles governing the treatment of long-serving contractual employees.

33. The State is undoubtedly entitled to prescribe the mode of recruitment and to insist upon compliance with the applicable recruitment rules. At the same time, the State, as a model employer, is expected to act fairly and reasonably. Having permitted the respondents to continue in service for more than 16–17 years against sanctioned posts and having continuously availed their services, the State cannot disregard the circumstances of their engagement altogether and reject their claim solely on the ground that their appointment was contractual in nature.

34. In our considered opinion, the learned Single Judge has neither ignored the constitutional scheme nor proceeded on the proposition that every contractual employee is entitled to automatic regularization. The impugned orders are based upon the peculiar factual circumstances of the respondents, who were appointed pursuant to a selection process,

possessed the requisite qualifications, were appointed against sanctioned posts and have rendered long and uninterrupted service.

35. We also consider it appropriate to take note of the subsequent judgment dated **17.08.2026** passed by a Division Bench of this Court in **WA No. 738 of 2025**. In the said case, this Court, while considering a challenge arising out of a claim of long-serving contractual employees, examined the effect of *Umadevi (supra)* in the factual context of employees who had rendered about 15–17 years of service, possessed the requisite qualifications, had been engaged pursuant to an advertisement and selection process and had continued against available sanctioned posts.

36. The Division Bench, in the aforesaid case, declined to interfere with the order passed by the learned Single Judge and observed that the direction issued therein was required to be understood in the factual context of the case. It was specifically noticed that the direction for consideration of regularization could not be equated with an automatic direction to regularize the employees dehors the constitutional scheme. The competent authority was required to examine the individual records, qualifications, vacancy position, applicable rules and Government policy before taking a final decision.

37. The aforesaid decision is of considerable assistance in appreciating the legal position that emerges in cases involving long-serving contractual employees. It reiterates that the contractual nomenclature cannot, in every case, be treated as the sole determinative factor and that the entire factual matrix, including the manner of initial appointment, the nature of

duties, the availability of sanctioned posts and the length of service, has to be considered.

38. The facts of the present case, as noticed hereinabove, disclose materially relevant circumstances. The respondents were selected pursuant to a notified process, possessed the requisite qualifications, were appointed against sanctioned posts and have continuously discharged their duties for more than 16–17 years. There is no material before us to establish that their appointments were illegal, fraudulent or by way of backdoor entry.

39. We are, therefore, unable to accept the submission of the appellants that the learned Single Judge has granted regularization merely because the respondents completed 16–17 years of contractual service. The impugned orders disclose a conscious consideration of the relevant factual and legal aspects and cannot be characterized as mechanical application of equitable considerations.

40. The learned Single Judge has also taken note of the subsequent conduct of the State in repeatedly extending the contractual engagements of the respondents. Such conduct is relevant for determining whether the services rendered by the respondents were merely casual and intermittent or whether they were performing duties of a continuing and perennial nature against posts which continued to remain necessary for the functioning of the concerned institutions.

41. We further find that the appellants/State have failed to demonstrate any jurisdictional error, perversity, patent illegality or misapplication of law in the impugned orders warranting interference in exercise of our intra-

Court appellate jurisdiction. The view taken by the learned Single Judge is a possible and legally sustainable view on the material available on record.

42. We may clarify that the present judgment should not be understood as laying down any general proposition that every contractual employee, merely by completing 10, 15 or 20 years of service, acquires an automatic or indefeasible right to regularization. Each case must necessarily be examined on its own facts, including the manner of initial appointment, the qualifications of the employee, the existence of sanctioned posts, the nature of duties performed, the applicable statutory rules and Government policy, and whether the initial appointment was illegal or merely irregular.

43. In the present case, however, the cumulative effect of the aforesaid circumstances supports the conclusion reached by the learned Single Judge. The respondents have served the State continuously for more than 16–17 years; their initial engagement was preceded by a selection process; they possessed the requisite qualifications; they were appointed against sanctioned posts; and there is no material demonstrating any fraud, backdoor entry or fundamental illegality in their appointments. The State has itself repeatedly extended their contractual tenure and continued to avail their services.

44. In view of the aforesaid discussion, we find no ground to interfere with the well-reasoned orders passed by the learned Single Judge dated 17.04.2026 in WPS No. 1465 of 2023 and WPS No. 3647 of 2023. The findings recorded therein are based upon the material available on record and are consistent with the principles governing the treatment of long-

serving contractual employees as explained in the subsequent decisions of the Hon'ble Supreme Court and the aforesaid judgment of this Court.

45. Consequently, we are of the considered view that the present writ appeals do not merit interference. The impugned orders passed by the learned Single Judge are neither shown to suffer from any perversity nor from any error of law warranting interference in exercise of our intra-Court appellate jurisdiction.

46. Accordingly, the present writ appeals are **dismissed**. The order dated 17.04.2026 passed by the learned Single Judge in WPS No.1465 of 2023 and WPS No. 3647 of 2023 are hereby **affirmed**. The appellants/State shall give effect to the directions contained in the aforesaid orders of the learned Single Judge in its true letter and spirit.

47. There shall be no order as to costs.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice