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HIGH COURT OF CHHATTISGARH AT BILASPUR

WPS No. 6914 of 2026

Aradhana Mudgala W/o Shri Srinivas Mudgala Aged About 40 Years
Posted As Assistant Registrar (Contractual) R/o Ward No. 07, Sanyasi
Para, Khamtarai, Near Water Tank, Raipur District- Raipur (C.G.)

... **Petitioner(s)**

versus

1. National Institute Of Technology, Raipur Through Its Director, G.E.
Road, Raipur, District- Raipur (C.G.)

2. Registrar, National Institute Of Technology, Raipur, G.E. Road,
Raipur, District- Raipur, (C.G.)

3. Joint Registrar, National Institute Of Technology, Raipur, G.E. Road,
Raipur, District- Raipur, (C.G.)

... **Respondent(s)**

(Cause title is taken from Case Information System)

For Petitioner : Mr. Mateen Siddiqui, Senior Advocate along
with Ms. Zainab Mustafa Vanak, Advocate

For Respondent : Mr. Prateek Sharma, Advocate

Hon'ble Shri Bibhu Datta Guru, Judge

Order on Board

15.10.2026

1. The present writ petition has been filed seeking various reliefs;
however, at this stage, learned Senior Counsel appearing for the
petitioner submits that the petitioner is pressing only the relief
sought in Clause 10.1 of the writ petition.
2. By way of the present writ petition, the petitioner, who is working
as an Assistant Registrar on a contractual basis, seeks

continuation of his contractual assignment for a period of 11 months, in parity with other similarly situated employees of the respondent-Institute.

3. Learned Senior Counsel appearing for the petitioner, while referring to Clause 8.27 of the writ petition, submits that the respondent-Institute has extended the contractual tenure of various other contractual and temporary personnel, including personnel of the Estate Office and the Department of Applied Geology, for a period of six months, pursuant to the offers of appointment dated 04.06.2026. He further submits that the trainees of the Institute have also been granted extensions ranging from nine months to one year, vide office order dated 23.01.2026. The aforesaid documents have been placed on record as Annexure P/13 (Colly).
4. Learned Senior Counsel further submits that the petitioner's contractual tenure is due to expire on 23.10.2026. Although a proposal for extension of his contractual tenure for a period of 11 months was forwarded vide note sheet dated 22.06.2026 filed along with the covering memo. The proposal of said extension could not be materialized and the petitioner has been granted an extension of only three months with effect from 24.07.2026 vide order dated 22.07.2026. It is contended that, while the contractual tenure of other similarly situated personnel has been extended for longer periods, no justifiable reason has been assigned for restricting the petitioner's extension to three months.

He, therefore, prays that the respondents be directed to permit the petitioner to continue on his contractual assignment for a period of 11 months, in parity with other similarly situated employees.

5. Per contra, learned counsel appearing for respondent Nos. 1 to 3, referring to the reply filed on their behalf, submits that an unblemished service record during the contractual tenure does not confer any right upon the petitioner to claim regularization, particularly when his initial appointment was not made against a sanctioned post. It is further submitted that the extension of the petitioner's contractual tenure for a period of three months was granted only as a transitional measure and that the decision not to grant any further extension was neither arbitrary nor discriminatory, but was based on valid legal grounds. Learned counsel further submits that the petitioner's claim for parity with other contractual employees is misconceived, as no right to equality can be claimed on the basis of an illegality. It is also contended that the petitioner's contractual tenure is time-bound and that he has no enforceable right to seek its continuation. The respondents, being bound to act in accordance with law, cannot continue any contractual engagement contrary to the applicable rules. He further submits that the principle that a contractual employee cannot be replaced by another is applicable where the employee is working against a sanctioned post and the work is of a continuous nature. In the present case, the Petitioner was

never appointed against a sanctioned post, therefore, the claim of petitioner for continuation cannot be granted.

6. Heard learned counsel for the parties and perused the material available on record.
7. From a perusal of the pleadings and the documents placed on record, it appears that the petitioner has been working on a contractual basis since the year 2019 and that his contractual tenure has been extended from time to time. It further appears that, pursuant to the proposal dated 22.06.2026 recommending extension of the petitioner's contractual tenure for a period of 11 months, the petitioner was granted an extension of only three months with effect from 27.07.2026. The petitioner has specifically relied upon the documents annexed as Annexure P/13 (Colly) to demonstrate that the contractual tenure of other personnel of the respondent-Institute has been extended for periods ranging from six months to one year.
8. The respondents, in their reply, have primarily contended that the petitioner has no vested right to seek continuation of his contractual engagement. However, they have not satisfactorily explained the basis for treating the petitioner differently from other similarly situated contractual personnel, particularly when the proposal dated 22.06.2026 itself contemplated an extension of 11 months. No specific distinction has been demonstrated in the reply to justify the grant of a shorter extension to the

petitioner while other contractual personnel have allegedly been granted extensions for longer periods.

9. In view of the aforesaid facts and circumstances, and considering the submissions advanced by learned counsel for the parties and further considering the fact that similarly situated employees have been granted extension for a period of 9/ 11 months, the present writ petition is allowed to the extent of the relief pressed by the petitioner. The respondents are directed to permit the petitioner to continue on his contractual assignment for a period of 11 months with effect from 24.07.2026, subject to the applicable terms and conditions of his contractual engagement.
10. It is made clear that the present writ petition is **allowed only to the extent indicated hereinabove**. In respect of the other reliefs sought in the writ petition, the petitioner shall be at liberty to approach the appropriate authority or avail such other remedy as may be available to him, in accordance with law, at the appropriate stage.

Sd/-

(Bibhu Datta Guru)
JUDGE

Jyoti