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

CNR No. DLHC010178492020

+ **W.P.(C) 3456/2020, CM APPL. 12259/2020**

J BALAJI

.....Petitioner

Through: **Mr. Wills Mathew, Advocate.**

versus

PRESS TRUST OF INDIA

.....Respondent

Through:

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

05.08.2026

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1. The Petitioner challenges the communication dated 21st April, 2020 by which Press Trust of India Limited¹ declined to confirm his employment and relieved him from service with effect from 11th May, 2020. He seeks its quashing, continuation in service and payment of salary for May 2020.

2. The Petitioner joined PTI as a Senior Assistant Editor under a service agreement dated 11th October, 2019. The agreement stated a contractual term of three years. It also placed him on probation for an initial period of six months. Clause 5.1 permitted either party to terminate the employment during probation by giving one month's notice or salary in lieu of notice. Clause 3.2, which bears directly on the dispute, reads as follows:

“On completion of probation period, either initial or extended, as the case

¹ “PTI”



may be, the Company may in its sole discretion confirm his employment with the Company, by issuing a letter to the said effect. Mr. Balaji will be deemed to be on probation till he receives the letter of confirmation from the Management.”

3. No order confirming the Petitioner’s employment was ever issued. Instead, by communication dated 21st April, 2020, PTI informed the Petitioner that it had decided not to confirm his contract and that he would stand relieved from service with effect from the close of working hours on 11th May, 2020.
4. The communication assigned no reason and contained no adverse comment upon the Petitioner’s conduct or professional standing.
5. The Petitioner issued a legal notice on 19th May, 2020. He asserted that the probation period had expired, that only twenty days’ notice had been given, and that the action contravened governmental measures issued during the COVID 19 lockdown. He also complained that the communication disclosed no reason for ending his employment.
6. PTI replied on 21st May, 2020. It stated that the Petitioner’s performance had been unsatisfactory and referred to his alleged failure to participate in meetings, strained dealings with colleagues and discourteous conduct towards his manager. It maintained, however, that these matters had informed an assessment of his suitability and that his employment had ended through non-confirmation during probation.
7. The Petitioner contends that PTI performs a public function of considerable importance. Its reach, role in disseminating news and institutional standing, according to him, bring it within the jurisdiction of this Court under Article 226 of the Constitution. He further argues that the



reasons subsequently disclosed by PTI reveal that misconduct, rather than a neutral assessment of suitability, formed the basis of the decision. Since no inquiry preceded the action, the communication is said to be punitive and unlawful.

8. PTI contests the maintainability of the petition. It submits that it is a private company, is not “State” within Article 12, and that the present dispute arises entirely from an individual contract of employment. It also relies upon the statutory remedies available under the Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955, read with the Industrial Disputes Act, 1947.

9. The first question concerns the character of the action challenged. The enquiry under Article 226 does not end upon finding that a body is not “State” under Article 12. The jurisdiction of a High Court extends, in an appropriate case, to a private body discharging a public duty. The width of the jurisdiction, however, does not erase the distinction between public law and private law. A writ against a private body must seek enforcement of a public duty, and the action complained of must itself carry a public law element.

10. *K.K. Saxena v. International Commission on Irrigation and Drainage*,² *Binny Ltd. v. V. Sadasivan*,³ and the later decision in *St. Mary’s Education Society v. Rajendra Prasad Bhargava*,⁴ make this distinction clear. The public importance of some functions performed by an institution does not convert every decision taken by it into an exercise of public power. A dispute concerning termination under a private service contract remains in

² (2015) 4 SCC 670

³ (2005) 6 SCC 657



the private field unless the employment is governed by statute, the decision violates a statutory obligation, or some other public law feature attaches to the action.

11. PTI undoubtedly occupies an important position in the collection and dissemination of news. That description, by itself, does not answer the present case. The impugned decision did not concern access to news, dissemination of information, or the discharge of any obligation owed by PTI to the public. It concerned the confirmation of one employee under an agreement privately negotiated between the parties.

12. The Petitioner identifies no statutory provision regulating his confirmation or requiring PTI to retain him after probation. The appointment did not arise under statutory service rules. No public authority participated in the decision. Nor was PTI exercising a power conferred by statute when it assessed whether the Petitioner should be confirmed. The source of the power was the service agreement alone.

13. The judgement dated 27th November, 2018 in ***PTI Employees Union v. Press Trust of India Ltd.***,⁵ upon which the Petitioner relies, recorded a *prima facie* view that the activities of PTI bore a public character. The said order was, however, passed in the course of considering interim relief and did not lay down that every dispute arising from the employer-employee relationship with PTI is amenable to judicial review. The subsequent judgment dated 18th September, 2020 did not adjudicate the question of PTI's amenability to writ jurisdiction, the writ petitions having been dismissed on the ground of availability of a statutory remedy under the

⁴ 2022 INSC 856

⁵ W.P.(C) 10596/2018



Industrial Disputes Act.

14. Conversely, the earlier order in *Sarwam Kumar v. PTI*⁶ and the decision of the Central Information Commission that PTI is not a public authority under the Right to Information Act, 2005 do not, by themselves, conclude the reach of Article 226. The petition fails for a narrower reason. Even if some activities of PTI possess a public character, the decision challenged here does not.

15. There is a further difficulty. The relief sought would require the Court to compel continuation of a private contract of personal service. Such contracts are ordinarily not specifically enforceable. The recognised exceptions concern public servants protected by constitutional or statutory provisions, employees of statutory bodies whose termination violates a mandatory statutory obligation, and workmen entitled to relief under industrial law. *State Bank of India v. S.N. Goyal*,⁷ reiterates that where the relationship is purely contractual, an unlawful termination ordinarily gives rise to a claim for damages, not reinstatement.

16. The petition is therefore not maintainable under Article 226. Since considerable argument was addressed on the character of the non-confirmation, and that question also bears upon the relief claimed, it is appropriate to deal with it.

17. The Petitioner's submission that the impugned action was illegal merely because it was taken after the expiry of the six-month probationary period cannot be accepted. Clause 3.2 of the Service Agreement expressly stipulates that confirmation would take effect only upon issuance of a

⁶ W.P.(C) 1612/1996

⁷ (2008) 8 SCC 92



written letter by the management and that, until such letter was received, the employee would be deemed to continue on probation. Admittedly, no letter of confirmation was ever issued to the Petitioner. Consequently, the mere expiry of six months did not, by itself, alter his status from that of a probationer. The stipulation of a three-year contractual term likewise did not confer an unconditional right to continue in service for the entire duration, the engagement remaining subject to the provisions governing probation and earlier cessation.

18. The communication dated 21st April, 2020 is, on its face, innocuous. It does not attribute misconduct, dishonesty, insubordination or any other blemish to the Petitioner. It merely records the decision not to confirm his employment. Nothing in its language could impair his reputation or impede his prospects elsewhere.

19. The Petitioner nevertheless asks the Court to look beyond its form. He relies upon PTI's reply dated 21st May, 2020, which referred to specific instances concerning his work and behaviour, and argues that those allegations were the true foundation of the decision.

20. The distinction between motive and foundation in the discharge of a probationer is well established. An employer may consider work, temperament, interpersonal conduct and professional suitability while deciding whether a probationer should be confirmed. The position is different where misconduct is the foundation of the decision and the termination is, in substance, a punishment for that misconduct. ***Pavanendra Narayan Verma v. Sanjay Gandhi PGI of Medical Sciences***,⁸ identifies the relevant indicators as a full scale formal inquiry into misconduct which



culminates in a finding of guilt. The absence of any one of these elements would ordinarily weigh against characterising the termination as punitive.

21. None of those features is present here. There was no charge sheet, disciplinary inquiry, inquiry report or adjudication of guilt. No finding of misconduct was communicated to the Petitioner before his employment ended. The material relied upon by PTI reflects, at its highest, the considerations which led the management to regard him as unsuitable for confirmation.

22. PTI's reply was considerably more detailed, but that, by itself, does not change the nature of the decision already taken. The enquiry remains whether misconduct formed the foundation of the non-confirmation, or whether the matters subsequently referred to were merely considerations bearing upon the Petitioner's suitability for continued employment. An innocuous order does not acquire a punitive character retrospectively merely because the employer, when called upon to defend it, explains the circumstances that informed its assessment. The position would be different if the later material disclosed that a finding of misconduct had indeed, formed the basis of the action. Nothing in the present record warrants that conclusion. This distinction finds support in *Pavanendra Narayan Verma*.

23. Some of the incidents relied upon by the Petitioner occurred after the communication dated 21st April, 2020, including the disputed interaction with the Head of Department and the email dated 7th May, 2020. They could not have formed the basis of a decision already taken.

24. As regards the earlier incidents, the record does not show that PTI set out to establish misconduct and punish the Petitioner. It assessed his

⁸ (2002) 1 SCC 520



performance and suitability during probation. The Court cannot equate every unfavourable assessment of professional conduct with a disciplinary finding. Were that so, an employer could rarely decline confirmation without first conducting a formal inquiry, a result inconsistent with the very purpose of probation.

25. The decisions relied upon by the Petitioner concerning stigmatic termination do not assist him. Those cases involved an order which itself carried a stigma, a completed inquiry into misconduct, a finding of guilt, or a statutory employment relationship. The present case contains none of those features.

26. The challenge founded upon the COVID-19 measures is equally untenable. The communication dated 20th March, 2020 issued by the Ministry of Labour and Employment asked the Chief Secretaries to advise employers not to terminate employees, particularly casual and contractual workers, during the unfolding crisis. Its language was advisory. It expressed a policy concern and sought cooperation from employers. It did not impose a legal prohibition upon every cessation of employment.

27. The order dated 29th March, 2020 issued by the Ministry of Home Affairs contained a binding direction, but on a different subject. It required employers to “make payment of wages of their workers, at their work places, on the due date, without any deduction, for the period their establishments are under closure during the lockdown”.

28. The order did not state that no employee could be discharged, nor did it suspend contractual provisions governing probation or termination. The Petitioner’s legal notice treated the order as if it contained a general embargo upon termination. The text does not support that reading.



29. PTI also states that, as a media establishment, it remained operational during the lockdown. It is unnecessary to determine the full extent of that exemption. Even on the Petitioner's construction, the operative direction concerned wages during closure and not an independent right to continued employment.

30. The Petitioner has complained that he received less than one month's notice and that salary for May, 2020 remained unpaid. Clause 5.1 required one month's notice or one month's salary in lieu. PTI asserts that notice pay and all dues were paid. The only document relied upon by the Petitioner is his email dated 1st June, 2020 stating that the salary had not been received. No final settlement statement or bank record has been placed before the Court.

31. That dispute cannot sustain a writ of reinstatement. At its highest, it concerns recovery of salary, notice pay or other contractual dues. The Petitioner is at liberty to pursue that claim before the competent civil or industrial forum. Nothing in this judgment expresses an opinion on the amount, if any, remaining payable.

32. PTI has also objected to the maintainability of the present writ petition on the ground that the Petitioner has an alternative efficacious remedy under the Working Journalists and Other Newspaper Employees (Conditions of Service) and Miscellaneous Provisions Act, 1955. In support of this objection, it relies upon the Service Agreement, which records the Petitioner's status as a working journalist and extends to him the benefits of the Wage Board. The Petitioner's submission that the statutory framework is wholly inapplicable merely because he had not completed 240 days of service is not self-evident. The requirement of 240 days bears upon



particular protections under industrial law; it does not, by itself, determine whether the remedies available under the 1955 Act are excluded.

33. It is unnecessary, in these proceedings, to determine the precise remedy that the Petitioner may pursue whether under the 1955 Act, the Industrial Disputes Act, 1947, or before the civil court. The writ petition fails because the impugned action arises from a private contract of employment and the principal relief sought is, in substance, enforcement of that contract.

34. The writ petition is accordingly dismissed. The Petitioner remains at liberty to pursue any claim for salary, notice pay, damages or other monetary dues before the forum competent in law. Such proceedings, if instituted, shall be decided on their own merits, uninfluenced by any observation beyond what was necessary to determine the present petition.

35. Pending applications, if any, stand disposed of.

SANJEEV NARULA, J

AUGUST 5, 2026/nk