



\$~61

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

CNR No. DLHC010264812026

+ **W.P.(C) 8328/2026 & CM APPL. 39217/2026**

ADARSH KALHIA

.....Petitioner

Through: Dr. Alakh Alok Srivastava and Mr.
Ritik Rathore, Advocates.

versus

M/S WAPCOS LIMITED

.....Respondent

Through: Mr. Tushar Sannu, SC with Mr.
Mohit Bhardwaj and Mr. Devvrat
Tiwari, Advocates and Mr. Rajat Jain,
Legal Head, WAPCOS.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

%

31.08.2026

1. The Petitioner has been associated with WAPCOS since 2002 and is presently holding the post of Chief Engineer (Level-I). On 1st May, 2026, he tendered his resignation and proposed 31st May, 2026 as his last working day. WAPCOS declined to accept the resignation on the ground of “exigencies of work”. The Petitioner assails that decision and seeks a direction to WAPCOS to accept his resignation and release the consequential service benefits.

2. The Petitioner was initially engaged as an Engineer Trainee by Office Order dated 22nd October, 2002 and was thereafter appointed as an Engineer on regular basis on 17th February, 2004. Two clauses of the terms governing



the latter appointment are relevant:

“1. After satisfactory completion of probationary period, the appointment shall be terminated on either side by three months notice or salary in lieu thereof.”

and

“5. Other conditions of services will be regulated by the relevant rules and orders in force in the Company from time to time.”

3. The Petitioner thereafter received successive promotions and, by Office Order dated 25th January, 2023, was promoted to the post of Chief Engineer (Level-I). The said order does not prescribe any fresh condition governing resignation.

4. In his resignation dated 1st May, 2026, the Petitioner proposed to serve a notice period of one month and stated that 31st May, 2026 would be his last working day. As regards the balance notice period, he stated:

“As I will not be serving full notice period as per company rules, rest of my notice period may be adjusted/recovered from balance Earned Leaves (ELs).”

5. He accordingly requested WAPCOS to accept his resignation, issue the consequential relieving order and clear his dues.

6. WAPCOS did not agree. Its communication sent on 27th May, 2026 reads, in its material part:

“...your request for resignation has not been accepted by Competent Authority due to exigencies of work.”

7. The communication did not specify the nature of the stated exigency, the period for which the Petitioner was required to continue, or the provision under which acceptance of his resignation was being withheld.



8. The Petitioner thereafter submitted a representation dated 29th May, 2026 reiterating his request to be relieved with effect from 1st June, 2026. On the same day, he separately intimated WAPCOS that his proposed notice period would conclude on 31st May, 2026 and requested initiation of the exit formalities and full and final settlement of his dues. WAPCOS responded on 30th May, 2026 that, since the competent authority had not accepted his resignation, the exit formalities and full and final settlement could not be initiated.

9. The Petitioner did not report for duty thereafter from 1st June, 2026. WAPCOS subsequently issued a communication dated 19th June, 2026 calling upon him to resume duties and indicating that disciplinary action would otherwise follow.

10. WAPCOS has defended its decision principally on two grounds. First, it relies upon clause E(v) of what the counter affidavit describes as the “Revised Terms and Conditions for Appointment, 2023”. That clause states that a resignation would be accepted only after alternative arrangements for filling the post are made and that the accepting authority would decide the date from which it would take effect. Secondly, WAPCOS contends that the Petitioner was handling important ongoing EMRS projects and that his departure, without an alternative arrangement being made, would disrupt their execution.

11. The first contention encounters a difficulty at the threshold. The document produced as Annexure R-5 does not bear out the description given to it in the counter affidavit. It is headed “Draft T&C” and is in the form of a blank offer of appointment to the post of Engineer (Civil), with spaces left for the name, date, pay and other particulars. The e-office footer itself



describes the attachment as “Revised draft T&C for appointment.pdf”.

12. Nothing placed with the counter shows when this draft was approved, by whom it was adopted, or by what circular or order it became a binding condition of service applicable to existing employees such as the Petitioner. Clause 5 of the 2004 appointment terms undoubtedly makes the Petitioner subject to relevant rules and orders introduced from time to time. But that clause cannot convert a draft into a rule or an order. Before a later condition can be enforced against an existing employee, its legal existence must first be shown. On the record before the Court, that has not been done.

13. The parties have also relied upon the CCS instructions governing resignation. While the Petitioner invokes the general principle that an unwilling employee should ordinarily not be retained, WAPCOS relies upon the exception concerning employees engaged on work of importance where time is required to make alternative arrangements. In rejoinder, the Petitioner asserts that these instructions do not automatically apply to employees of a public sector undertaking. The Court need not enter into that issue. The controversy can be resolved on the service conditions governing the Petitioner, upon which both sides have relied.

14. The governing principle is equally uncomplicated. Whether resignation requires acceptance, and the circumstances in which an employer may decline or defer it, depend upon the terms governing the employment. In *Sanjay Jain v. National Aviation Co. of India Ltd.*,¹ the Supreme Court emphasised that the answer depends upon the phraseology of the applicable service provision. It also held that an employee cannot be compelled to continue unless the applicable rules or terms of appointment



contain a stipulation to the contrary. The same emphasis on the governing provision runs through *Punjab National Bank v. P.K. Mittal*.²

15. This does not, however, mean that the Petitioner was entitled to treat 31st May, 2026 as his last working day. Clause 1 required three months' notice or salary in lieu thereof. He served only one month. His proposal that the remaining period be adjusted against earned leave was a request; no material has been shown to establish that earned leave could be unilaterally substituted for salary in lieu of the unserved notice period. The Petitioner relies upon the case of Prabhakar Sati, another employee of WAPCOS, whose similar request to adjust the unserved notice period against earned leave was accepted by the competent authority. That instance, however, does not entitle the Petitioner to parity. Acceptance of such a request would necessarily depend upon the responsibilities of the concerned employee and the administrative requirements at the relevant time. His prayer that he be treated as having stood relieved from 1st June, 2026 therefore cannot be accepted.

16. In the Petitioner's case, such considerations are borne out by the contemporaneous record. The internal note dated 20th May, 2026, which preceded the impugned communication, records that the Petitioner was handling EMRS projects which were at a critical stage and recommends his retention during the period required for transition. The same note also contemplated identification of a suitable replacement. The administrative concern was, therefore, real and is entitled to due weight. However, an administrative need for transition is one thing; an indefinite restraint upon

¹ (2019) 14 SCC 492.

² 1989 Supp (2) SCC 175.



resignation is another. Even the internal note proceeded on the basis that an alternative was to be identified. More importantly, the record shows that the process of redistribution had already begun. On 25th May, 2026, in relation to the Tokapal project, the Petitioner recorded:

“As per the direction of SED (C&C), the project is to be handled by Sh. Gurnam Singh CE-II, CCM.”

17. The Kanker project was similarly directed to be handled by the same officer.

18. WAPCOS was thus entitled to insist upon an orderly transition. At the same time, it was not entitled to leave the Petitioner’s resignation suspended indefinitely. The communication dated 27th May, 2026 fixes no end date and the material now placed before the Court does not establish any binding service condition conferring such an open-ended power.

19. The objection to the maintainability of the petition also does not require any extended discussion. The controversy turns upon the service documents produced by WAPCOS itself and the legality of a decision taken by a Central Public Sector Enterprise. The existence of an internal grievance mechanism is no reason, at this stage, to send the Petitioner through another round of proceedings.

20. There is little purpose in remitting the matter to WAPCOS for yet another decision. The Petitioner has already worked for one month after tendering his resignation. Moreover, during the course of proceedings, counsel for the Petitioner has stated that the Petitioner is willing to serve for a further period of one month. In the opinion of the Court, this additional period would afford WAPCOS reasonable time to complete the handover



and put the necessary alternative arrangements in place. The equities can thus be balanced without prolonging the dispute.

21. The writ petition is accordingly disposed of in the following terms:

- i. The communication dated 27th May, 2026, insofar as it keeps the Petitioner's resignation in abeyance without prescribing any definite date of release, is set aside.
- ii. The Petitioner shall report for duty on 7th September, 2026 and shall continue to discharge his duties until 6th October, 2026. During this period, he shall complete all handing over formalities and render such assistance as may reasonably be required for transition of the projects and assignments presently connected with him.
- iii. For the remaining one month of the notice period, the Petitioner shall be entitled to tender salary in lieu thereof, in terms of Clause 1 of his appointment. Upon such payment, he shall stand relieved from the services of WAPCOS at the close of working hours on 6th October, 2026, without any further acceptance or administrative approval being required.
- iv. In case the Petitioner does not opt to tender salary in lieu of the remaining one month, he shall continue to serve WAPCOS until 6th November, 2026 and shall stand relieved at the close of working hours on that date.
- v. WAPCOS shall issue the formal relieving order and service/experience certificate to the Petitioner within three working days of the date on which he stands relieved in terms of directions (iii) or (iv) above.
- vi. The period between 1st June, 2026 and 6th September, 2026 shall be regularised by WAPCOS in accordance with the leave rules applicable to the Petitioner. To the extent leave is not available or admissible, the period may



be treated as leave without pay. In view of the present arrangement, no disciplinary action shall be initiated or continued solely on account of the Petitioner having remained absent during this period.

vii. All provident fund, gratuity, leave encashment and other terminal dues lawfully admissible to the Petitioner shall be determined and released, after permissible adjustments, within six weeks from the date on which he stands relieved from service.

22. The Petitioner's prayer for compensation is declined. The dispute essentially concerns the terms on which his resignation was to take effect, and the relief granted above adequately addresses the grievance. No separate case for monetary compensation is made out.

23. The writ petition and pending applications stand disposed of in the above terms.

SANJEEV NARULA, J

AUGUST 31, 2026/hc