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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 9742/2026 & CM APPL. 45477/2026, CM APPL. 45478/2026**

RAKESH SHARMA & ORS.

.....Petitioners

Through: Dr. Monika Arora, CGSC with Mr. Subhrodeep Saha, Ms. Anamika Thakur and Mr. Abhinav Verma, Advocates.

versus

UNIVERSITY OF DELHI AND ANR

.....Respondents

Through: Mr. Mohinder Rupal, Mr. Hardik Rupal, Ms. Aishwarya Malhotra and Ms. Tripta Sharma, Advocates for University of Delhi.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

20.07.2026

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1. The Petitioners have approached this Court under Article 226 of the Constitution of India asserting that they have been working with the University of Delhi for more than two decades since 1998 and 1999, performing essential and perennial duties identical to those discharged by regularly appointed employees. On this basis, they seek a writ of mandamus directing the Respondents to regularise their services from the initial date of appointment with all consequential benefits.
2. While setting out the factual background, the Petitioners have made certain disclosures regarding the earlier round of litigation. The said averments are extracted hereinbelow:



“22.Disclosure: It is pertinent to disclose that, in the year 2013, an association of the contractual employees of the University of Delhi, of which the present Petitioners are members, had filed a writ petition seeking regularisation of their services. The said writ petition was disposed of by the Hon'ble Division Bench of the High Court vide judgment dated 22.11.2016, wherein it was observed that the employees could participate in the open recruitment process, primarily on the ground that they had then rendered only about five years of contractual service.

23.However, the factual and legal position has undergone a substantial change since the passing of the aforesaid judgment. The Petitioners have now continued in uninterrupted and satisfactory service with the University of Delhi for well over a decade, with many of them having rendered more than fifteen years of continuous service. The prolonged continuance of the Petitioners against perennial and sanctioned requirements fundamentally distinguishes the present case from the circumstances that prevailed in 2016.”

3. Mr. Mohinder Rupal, counsel appearing for the University, submits that the aforesaid disclosures do not present the complete factual position. He submits that the earlier round of litigation, which had been instituted by the Union of contractual employees of which the present Petitioners are members, did not conclude with the judgment of the Division Bench dated 22nd November, 2016. The said judgment was carried in appeal before the Supreme Court in Civil Appeal Nos. 1007 of 2021 and 1008 of 2021, which came to be decided by a detailed judgment dated 25th March, 2021.

4. The Supreme Court declined the Petitioners' claim for regularisation by placing reliance upon the decision in **Secretary, State of Karnataka v. Uma Devi**¹ and specifically observed that the Single Judge was justified in rejecting the claim and that there was no occasion for the Division Bench to interfere. He further submits that the Supreme Court rendered the aforesaid judgment after taking note of the fact that the Petitioners had, by then,

¹ (2006) 4 SCC 1



completed more than ten years of service on contractual basis. Nevertheless, while declining the relief of regularisation, the Supreme Court directed that all the contractual employees engaged by the University be extended the benefits contained in paragraphs 6 and 7 of the affidavit dated 9th March, 2021, subject to certain modifications. The relevant observations and directions issued by the Supreme Court are extracted hereinbelow:

“21. The decision in Narendra Kumar Tiwari¹¹ has to be understood in the backdrop of the facts of that case.

22. The contract employees in the present case cannot, therefore, claim the relief of regularisation in terms of para 53 of the decision in Umadevi. The rejection of their petition by the Single Judge of the High Court was quite correct and there was no occasion for the Division Bench to interfere in the matter.

23. It is true that, as on the day when the judgment in Umadevi was delivered by this Court, the contract employees had put in just about 3 to 4 years of service. But, as of now, most of them have completed more than 10 years of service on contract basis. Though the benefit of regularisation cannot be granted, a window of opportunity must be given to them to compete with the available talent through public advertisement. A separate and exclusive test meant only for the contract employees will not be an answer as that would confine the zone of consideration to contract employees themselves. The modality suggested by the University, on the other hand, will give them adequate chance and benefit to appear in the ensuing selection.

24. We, therefore, direct that all the contract employees concerned engaged by the University be afforded benefits as detailed in Paras 6 and 7 of the affidavit dated 9-3-2021 with the following modifications:

24.1. The benefit of age relaxation as contemplated in Para 6 of the affidavit without any qualification must be extended to all the contract employees.

24.2. In modification of Para 7 of the affidavit, those employees who were engaged in the year 2011 be given the benefit of 10 marks in the ensuing selection process while for every additional year that a contract employee had put in, benefit of one more mark subject to the ceiling of 8 additional marks be given. In other words, if a contract employee was engaged for the first time in the year 2010, he shall be entitled to the benefit of 11 marks, while one engaged since 2003 shall be given 18 marks, as against the appointee who will have the advantage of only 10 marks. The contract appointees of 2012 and 2013 will have the advantage of 9 and 8 marks respectively.



24.3. *The public notice inviting applications from the candidates shall specifically state that the advantage in terms of the order passed by this Court would be conferred upon the contract employees so that other candidates are put to adequate notice.*

24.4. *All the contract employees shall be entitled to offer their candidature for the ensuing selection in next four weeks and in order to give them sufficient time to prepare, the test shall be undertaken only after three months of the receipt of applications from the candidates.*

25. *We hasten to add that these directions are premised on two basic submissions advanced by Mr Santosh Kumar, learned advocate for the University that:*

25.1. *The total marks for the test will be 300 marks and thus the maximum advantage which a contract employee will have is of 18 marks which in turn is relatable to advantage of 6% as against other participants in the selection process;*

25.2. *All the contract employees are otherwise entitled and eligible to participate in the selection process.*

26. *In our view, Paras 6 and 7 of the affidavit with the modifications as directed hereinabove will subserve the purpose. Such directions will not only afford chance to the contract employees to participate in the selection process regardless of their age but will also entitle them to some advantage over the other participants. Similarly, those contract employees who have put in more number of years as against the other contract employees, will also have a comparative advantage.*

27. *Lastly, it must be observed that according to Mr Santosh Kumar, there are at present 300 Junior Assistants working on contract basis in the University while the number of posts advertised are only 236. Even if it be assumed that all these 236 posts are secured by the contract employees, that would still leave 64 of the contract employees as unsuccessful. It may therefore possibly be said that as against the required posts of 236, the University had engaged contract employees in excess of the required number or that there may be further advertisement to fill up the remaining posts. We need not go into this issue and we rest content by saying that in any selections in future, one more chance and advantage in terms of this order shall be given to such unsuccessful contract employees.*

28. *With the aforesaid observations, these appeals stand disposed of. No costs."*

5. Mr. Rupal submits that consequent to the aforementioned directions given by the Supreme Court, some of the contractual employees have even participated in the selection process.



6. *Prima facie*, the controversy sought to be raised in the present writ petition is squarely governed by the aforesaid judgment of the Supreme Court. The issue of regularisation of the contractual employees stood concluded as the Supreme Court, despite noticing that such employees had completed more than ten years of service, declined to grant the relief of regularisation.

7. In light of the aforesaid pronouncement of the Supreme Court, Dr. Monika Arora, counsel appearing for the Petitioners, seeks leave to withdraw the present writ petition with liberty to approach the Supreme Court for appropriate directions, having regard to the subsequent developments in law and the continued service rendered by the Petitioners since then.

8. Leave and liberty as prayed for, are granted.

9. Dismissed as withdrawn along with pending applications.

SANJEEV NARULA, J

JULY 20, 2026

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