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

CNR No. DLHC010324952021

+ **W.P.(C) 11884/2021**

SHRI DEEPAK SHARMA (LAB TECH) & ORS. Petitioners

Through: **Ms. Kamlakshi Singh, Advocate.**

versus

GOVT. NATIONAL CAPITAL TERRITORY OF DELHI, & ANR.

.....Respondents

Through: **Mrs. Avnish Ahlawat, SC GNCTD
with Mr. N.K. Singh, Ms. Aliza Alam
and Mr. Mohnish Sehrawat,
Advocates for GNCTD.**

**Mr. V. Balaji, Mr. Nizamuddin and
Mr. KVD Kishore Kumar Advocates
for R-1.**

**Ms. Rachita Garg, Advocate for R-
2/JSSHS.**

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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01.09.2026

Factual Background

1. The dispute is narrower than the pleadings make it appear. The Petitioners are paramedical and technical staff engaged by Janakpuri Super Speciality Hospital Society¹. Their appointments were initially for short periods, ordinarily 89 days, and were extended from time to time. The record describes these engagements at different places as “*ad hoc*”,

¹ “JSSHS”



“contractual” and “temporary”. The question before the Court is whether JSSHS was justified in discontinuing, from 2017, the allowances which had until then formed part of the Petitioners’ remuneration.

2. JSSHS is an autonomous society under the Government of NCT of Delhi². Its Governing Council³ is empowered under the Memorandum of Association⁴ to appoint staff, fix their remuneration and determine their terms of employment. Its autonomy in matters of recruitment and remuneration is therefore not in doubt.

3. The terms on which the Petitioners were engaged are, however, important. The recruitment material does not draw the sharp distinction between “*ad hoc*” and “contractual” employment on which the impugned order eventually proceeds. One employment notice invites applications “purely on contract basis” and, a few lines later, describes the appointment as being on “temporary/contract/*Ad hoc* basis”. The post-wise recruitment conditions separately provide:

“Allowances: As per Contractual engagement Terms & Conditions of Delhi Government.”

The individual appointment letters similarly prescribe the relevant pay scale and grade pay “plus other allowances as admissible under the rules”.

4. The Petitioners were appointed to different paramedical and technical posts between 2016 and 2017.

5. The salary records show how the appointment terms were implemented in practice. JSSHS initially paid the allowances forming part of the Petitioners’ remuneration. Deepak Sharma’s salary slip for April 2017

² “GNCTD”

³ “GC”

⁴ “MOA”



records, apart from basic pay, grade pay and DA, House Rent Allowance, Patient Care Allowance, Transport Allowance and Washing Allowance.

6. This changed in May 2017. Each of these allowance heads was shown as nil, and his gross remuneration fell from ₹25,425/- to ₹18,000/-. The salary slips of Mr. Vaneet Kumar and Mr. Mahendra Kumar Prajapati show the same change between April and May 2017.

7. The basis for these allowances lies in an earlier order dated 19th November, 2012 issued by the Health & Family Welfare Department, GNCTD. For paramedical staff engaged on contract, it prescribed basic pay, grade pay and DA, together with Nursing Allowance for nurses or Patient Care Allowance for other paramedical staff, Uniform Allowance, Washing Allowance, HRA and Transport Allowance. The order also drew the limits of the benefit: contractual staff were not entitled to increment in pay, promotion or regularisation.

8. The difficulty arose after the Finance Department issued an order in 20th January 2017 prescribing the manner in which remuneration of contractual personnel was to be worked out under the revised pay structure. JSSHS treated that order as requiring payment only at the minimum of the applicable pay level together with DA, and withdrew the allowances.

9. That understanding did not survive even within the Government. On 19th February, 2018, the Health & Family Welfare Department issued a circular dealing specifically with pay and allowances of contractual paramedical and technical staff under the Seventh CPC. After referring to the Finance Department order, it stated:

“Allowances applicable as per order dated 19.11.2012 and revised in terms of 7th CPC as sanctioned by Govt. of India and endorsed by Finance Department, GNCTD are duly applicable to the contractual employees also.”



10. The Petitioners had meanwhile approached this Court in W.P.(C) 2539/2018. By order dated 19th March, 2018, the writ petition was disposed of with a direction to decide their representations. The Respondents, however, failed to decide the representations within the stipulated period and merely informed the Petitioners on 1st May, 2018 that the matter was under process. This led the Petitioners to institute Contempt Case (Civil) No. 435/2018, in which the Respondents were directed to file compliance affidavits; the contempt proceedings thereafter remained pending. The representations were eventually considered by JSSHS in its GC meeting on 18th August, 2021. The representations were rejected by the order dated 27th September, 2021, which is under challenge here.

11. The impugned order gives two reasons of relevance. It first records that, following the Finance Department order, JSSHS had withdrawn the allowances and consolidated the Petitioners' salary. It then holds that the Petitioners cannot claim equivalence with contractual employees of the Government because they were engaged "purely on *ad hoc* basis" by an autonomous institution whose service conditions are independently determined.

Contentions by the Parties

12. Ms. Kamalakshi Singh, counsel for the Petitioners, submits that the impugned decision overlooks the terms on which the Petitioners were recruited and appointed. The recruitment material itself referred to allowances as per the contractual engagement terms of GNCTD, while the appointment letters provided for payment of other allowances admissible under the rules. JSSHS acted on those terms and continued to pay the



allowances until April 2017. Ms. Singh further submits that, having adopted and applied that remuneration regime, JSSHS could not thereafter exclude the Petitioners from it merely by describing their appointments as “*ad hoc*”. Reliance is also placed upon ***Rajesh Kumar Sharma & Ors. v. Government of NCT of Delhi & Ors***⁵, and ***Government of NCT of Delhi v. Kamal Kant Sharma & Ors.*** and connected matters⁶.

13. JSSHS takes a different position. Ms. Rachita Garg, counsel appearing for it, submits that JSSHS is an autonomous institution governed by its own MOA, under which the GC is competent to determine the remuneration and service conditions of its employees. The Petitioners, according to JSSHS, were engaged locally on an *ad hoc* basis for short periods and cannot claim parity, as of right, with contractual employees appointed by GNCTD hospitals or by other autonomous institutions. It is further submitted that the terms governing employees of GNCTD do not automatically bind JSSHS merely because it functions under the administrative umbrella of the Government. The decision to regulate remuneration was, according to counsel for JSSHS, taken by the competent authority in exercise of the autonomy conferred by the MOA and cannot be displaced by importing service conditions applicable elsewhere. It is also pointed out that one of the salary slips relied upon by the Petitioners pertains to Mr. Harsh Patuna, a GNCTD employee who was deputed to JSSHS, and therefore cannot serve as a valid comparator for the Petitioners.

14. Ms. Avnish Ahlawat, Standing Counsel for GNCTD, additionally

⁵ W.P.(C) 3769/2013, decided on 4th July, 2013

⁶ W.P.(C) 717/2015 decided on 28th March, 2017.



relies upon *State of Punjab v. Jagjit Singh*⁷, to submit that the principle of equal pay for equal work does not entitle a contractual employee to every allowance available to a regular employee.

Analysis

15. The case does not require the Petitioners to be compared against regular employees, employees of other hospitals, or GNCTD employees deputed to JSSHS. Those comparisons would only widen the inquiry unnecessarily. The narrower and germane question is what remuneration structure JSSHS itself adopted for these engagements, and whether that structure was lawfully changed before the allowances were withdrawn.

16. JSSHS is undoubtedly autonomous. But autonomy tells us who may determine the remuneration; it does not answer what remuneration was in fact determined. On that question, the counter affidavit of JSSHS is significant. It expressly states that, after the Society was constituted, its GC:

“decided to adopt the terms and conditions applicable to contractual workers engaged by the GNCTD.”

17. JSSHS says that this decision could not bind it forever. That much is plainly correct. An autonomous institution which adopts a particular remuneration structure is not disabled from revising it. The real question is whether JSSHS did, in fact, adopt a different remuneration policy which authorised the withdrawal made in 2017.

18. The answer cannot rest upon the description of the Petitioners as “*ad hoc*”. The documents themselves use “contract”, “temporary”, and “*ad hoc*”, sometimes within the same recruitment process. JSSHS’s own counter affidavit describes them as “*ad hoc/ contractual employees of the JSSHS*”.

⁷ (2017) 1 SCC 148



The distinction drawn in the impugned order between an *ad hoc* employee of JSSHS and a contractual employee of GNCTD is therefore much too rigid for the record on which it rests.

19. Nor is the claim based merely upon past practice. The linkage with the Delhi Government contractual regime appears in the recruitment conditions; the appointment letters speak of “other allowances as admissible under the rules”; and JSSHS itself admits that the GC had adopted the terms applicable to GNCTD contractual workers. Payment of the allowances until 2017 was therefore consistent with the terms on which the engagements had been made.

20. There is one feature of the recruitment record which deserves mention. The general portion of the employment notice dated 13th February, 2017, described the remuneration then admissible by reference to a consolidated amount consisting of the minimum scale/grade pay and DA. But the post-wise conditions forming part of that very recruitment exercise separately prescribed allowances “as per Contractual engagement Terms & Conditions of Delhi Government.” The material is therefore not capable of being read by isolating one sentence from the rest. More importantly, the meaning of the Government remuneration regime ceased to be uncertain after the circular dated 19th February, 2018.

21. This circular is also significant for considering the justification advanced by JSSHS for the withdrawal. It does not treat the first level of the 7th CPC pay matrix plus DA as a substitute for the allowances under the order dated 19th November, 2012. It treats the two separately: pay is to be worked out under the revised pay matrix, while the allowances sanctioned by the 2012 order, with the applicable revisions, continue.



22. This is also consistent with JSSHS's subsequent conduct. In its later recruitment notice, Advt. No. F.9(70)/JSSH/Estt./2018, the Society again invited direct recruitment "on contract". Against the advertised posts, including paramedical posts, it prescribed the appropriate 7th CPC level together with DA "and other allowance as per GNCT of Delhi orders." This later document is difficult to reconcile with the suggestion that JSSHS had, as a matter of autonomous policy, severed the link with GNCTD allowances in 2017.

23. The MOA does give the GC power to fix remuneration. It also envisages proposals concerning revision of pay scales, allowances and other service conditions having financial implications being considered by the Finance Committee and placed before the GC. No contemporaneous decision of 2017 by which JSSHS independently adopted a new policy excluding these allowances has been placed before the Court. The impugned order itself attributes the withdrawal to the Finance Department order. The GC's decision of 2021 does not purport to frame a fresh remuneration policy; it rejects the Petitioners' representations on the footing that the Government contractual regime does not apply to them.

24. *Rajesh Kumar Sharma* is relevant in this limited context. The Division Bench examined the order dated 19th November, 2012 and held that "wages", as understood by GNCTD, included not merely basic pay, grade pay and DA but the other allowances specified in that order. It consequently directed payment of those allowances.

25. *Kamal Kant Sharma* does not take the matter much further. That judgment was concerned with a different question: how the minimum pay of a contractual employee was to be computed under the CCS (Revised Pay)



Rules, 2008, and whether it was to be based on the entry pay applicable to a newly appointed direct recruit. The Division Bench expressly recorded that the different heads of allowances payable to contractual employees were not in dispute. The judgment therefore does not address whether an allowance forming part of the remuneration payable under the terms governing a contractual engagement could subsequently be withdrawn.

26. GNCTD's reliance on *Jagjit Singh* has to be seen in that setting. That case was about the minimum constitutional entitlement of temporary, *ad hoc* and contractual employees who perform the same duties as regular employees. The Supreme Court held that such employees are entitled to wages at the minimum of the regular pay scale. It also made clear that this constitutional principle does not, by itself, carry every allowance attached to the regular post.

27. That principle does not defeat the present claim. The Petitioners' entitlement to the allowances, however, does not depend upon establishing parity with regular employees or with employees of another institution. Their principal claim rests on a different footing. JSSHS had itself adopted the GNCTD regime governing contractual remuneration; its recruitment and appointment documents referred to allowances under that regime; and those allowances were in fact paid until 2017. *Jagjit Singh* defines the minimum entitlement flowing from the principle of equal pay for equal work. It does not displace an independent entitlement to allowances arising from the terms or policy governing the engagement.

28. The impugned order thus proceeds on a premise which the record does not sustain. JSSHS could certainly have revised the remuneration structure through its competent authority. However, it could not withdraw the



allowances on the footing that the 20th January 2017 Finance Department order required their withdrawal, when the Government itself clarified otherwise in the subsequent circular dated 19th February, 2018. Nor could it defend that withdrawal by drawing a distinction between “ad hoc” and “contractual” employees. Its own recruitment material and pleadings do not maintain such a distinction.

29. It is stated that Petitioner No.1 has since resigned on 29th June, 2026. That circumstance only determines the end date of his monetary claim. A claim to remuneration for service already rendered does not disappear upon resignation. The same principle would apply to any other Petitioner whose engagement may have ended during the pendency of these proceedings.

Relief

30. The writ petition is accordingly allowed in the following terms:

- i. The order dated 27th September, 2021 is set aside insofar as it rejects the claims of the present Petitioners for the allowances in question.
- ii. JSSHS shall recompute the remuneration of each Petitioner for the periods during which he/she actually served after the discontinuance of the allowances in 2017, and pay such of the allowances contemplated by the order dated 19th November, 2012, read with the circular dated 19th February, 2018, and the revisions applicable thereto, as are admissible to the post held by the concerned Petitioner.
- iii. While carrying out this exercise, credit shall naturally be given for any allowance already paid. In the case of a Petitioner whose engagement has since ceased, including Petitioner No.1, the entitlement shall run only until the date of cessation of service.
- iv. The arrears shall be calculated and released within eight weeks from



today, failing which the amount due shall carry simple interest of 6% per annum from the date of expiry of the said period until date of payment.

31. It is clarified that this judgment does not confer regular status upon the Petitioners, nor does it grant annual increments, promotion or any other benefit which does not form part of the remuneration considered above.

32. The pending applications, if any, also stand disposed of. There shall be no order as to costs.

SANJEEV NARULA, J

SEPTEMBER 1, 2026

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