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

CNR No. DLHC010389422026

+ **W.P.(C) 12101/2026 & CM APPLs. 56143-56144/2026**

KAMINI RATHOR BHARDWAJ Petitioner

Through: Mr. Prabhakar and Mr. Naveen
Kumar, Advocates with Petitioner (in-
Person).

versus

GOVT OFNCT OF DELHI AND ORS Respondents

Through: None.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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20.08.2026

1. The Petitioner has approached this Court complaining of discontinuance of her engagement as Multi-Tasking Staff¹ at Respondent No. 2, Government Veterinary Polyclinic, Bawana, with effect from 3rd May, 2026. She also claims wages for the period during which she states that she continued to work between February and April, 2026.

2. The Petitioner states that she had been continuously deployed at Respondent No. 2 since November, 2020, although through different manpower agencies engaged from time to time. Her initial deployment was through M/s V.D. Enterprises from November, 2020 till March, 2022. This was followed by M/s Kushwaha Services from April, 2022 till March, 2024

¹ "MTS"



and thereafter by BIDP India Pvt. Ltd. from April, 2024 till March, 2025.

3. Upon expiry of the contract with BIDP India Pvt. Ltd., Respondent No. 3, M/s Vasuki Enterprises, was engaged as the service provider with effect from April, 2025. The Petitioner continued to work at the same Polyclinic till 31st January, 2026. Respondent No. 4, Gaurisha Facilities Management Pvt. Ltd., thereafter became the service provider with effect from 1st February, 2026.

4. According to the Petitioner, notwithstanding the change of contractor, Respondent Nos. 1, 2 and 4 required her to continue working at the Polyclinic, and she accordingly performed duties from 1st February, 2026 onwards, on the assurance that her wages would be released upon completion of the requisite formalities. She claims that no wages were paid to her for February, March and April, 2026. On 2nd May, 2026, the Doctor-in-Charge is stated to have informed her that she should not report for duty from the following day since her name did not figure in the list forwarded by Respondent No. 1.

5. The Petitioner thereafter approached the Labour Department. The proceedings before the Labour Inspector assume some significance, as the respective stands taken there are not entirely consistent. Respondent No. 4 maintained that the Petitioner had never joined its employment and that no attendance in respect of her had been received from the Department. The Doctor-in-Charge of Respondent No. 2, however, informed the Labour Inspector that the Petitioner's attendance had in fact been forwarded to Respondent No. 1 and produced a certified copy of the attendance register maintained at the Polyclinic. The record thus does not admit of a straightforward conclusion, at least at this stage, as to the capacity in which



the Petitioner continued to work after 1st February, 2026 and the entity responsible for her engagement and wages during that period.

6. On a query from the Court, counsel for the Petitioner states that no appointment letter or salary slip was issued to the Petitioner by Respondent Nos. 1 or 2. Her case is founded upon her continuous deployment at the same Polyclinic since November, 2020, notwithstanding successive changes of contractors, and, more particularly, upon her assertion that even after Respondent No. 4 took over the contract on 1st February, 2026, she continued to perform duties at the Polyclinic. In support, she relies upon the attendance maintained by Respondent No. 2 and the stand taken by its Doctor-in-Charge before the Labour Inspector that her attendance had been forwarded to Respondent No. 1.

7. The material relied upon by the Petitioner does not establish the relationship on the basis of which she seeks continuation in service against Respondent Nos. 1 and 2. Her own case is that, from the inception of her engagement in November, 2020, she was deployed through successive contractors, though her place of deployment remained the same. The maintenance of her attendance at the Polyclinic, or the fact that she continued to perform duties there, may support her case that she actually worked during the period in question. Those circumstances, however, do not by themselves convert an engagement admittedly routed through outsourcing agencies into direct employment under Respondent Nos. 1 or 2.

8. If the Petitioner contends that the successive contractual arrangements did not reflect the true nature of her engagement and that Respondent Nos. 1 or 2 were, in substance, her employer, that issue cannot be determined merely from the attendance record. It would require examination of the



manner in which the arrangement actually operated, including who engaged her, who paid her wages, who exercised supervision and control over her work, and who had the authority to continue or discontinue her engagement.

9. In *General Manager, U.P. Cooperative Bank Ltd. v. Achchey Lal & Anr*², the Supreme Court examined the factors relevant for determining the existence of an employer-employee relationship. The Court held that the enquiry would, *inter alia*, require consideration of who appoints the worker, who pays the salary or remuneration, who has the authority to dismiss, who can take disciplinary action, whether there is continuity of service, and the extent of control and supervision exercised over the worker. The determination, therefore, has to be made on a consideration of the facts and circumstances governing the relationship between the parties.

10. It is precisely on these aspects that the present record is insufficient for a determination under Article 226 of the Constitution. The Petitioner's engagement, on her own showing, was routed through successive contractors throughout the period from November, 2020. The circumstances concerning her engagement after 1st February, 2026 are disputed and require determination on the basis of evidence before the appropriate adjudicatory forum.

11. The Supreme Court has recently reiterated this principle in *M/s Premium Transmission Pvt. Ltd. v. Kishan Subhash Rathod & Ors*³. In the context of contract labour, the Supreme Court, while relying on *Steel Authority of India Limited and others v. National Union Waterfront*

² 2025 INSC 1175

³ 2026 INSC 87



Workers and Others,⁴ has held that where the contract is alleged to be sham, or the principal employer-employee relationship is disputed, the question of whether the contractual arrangement is genuine or otherwise constitutes a disputed question of fact. Such questions are required to be adjudicated by the Industrial Court/Labour Court on the basis of the evidence led by the parties and cannot ordinarily be determined by the writ Court.

12. The same difficulty arises here. The Court cannot accept the Petitioner's claim of direct employment with Respondent Nos. 1 or 2 merely because she continued to work at the Polyclinic and her attendance was maintained there. Equally, the Court cannot reject that claim merely because her engagement was routed through successive contractors. The true relationship would require determination on the basis of evidence. The relief of continuation in service against Respondent Nos. 1 and 2 cannot, therefore, be granted in the present proceedings.

13. The Petitioner has already approached the Labour Department in respect of her discontinuance and non-payment of wages. Having regard to the nature of the factual enquiry required, she shall be at liberty to pursue the remedies available to her before the competent forum under the applicable labour law and to place before it the material on which she relies, including the attendance records and the proceedings already undertaken before the Labour Department. Any such proceedings shall be considered on their own merits and uninfluenced by the disposal of the present petition.

14. It is clarified that the Court has not expressed any opinion on whether Respondent Nos. 1 or 2 were, in fact, the Petitioner's employer, whether her engagement after 1st February, 2026 was through Respondent No. 4, or upon

⁴ (2001) 7 SCC 1.



the legality of the discontinuance of her engagement. These questions are left open for determination in the appropriate proceedings, without being influenced by the disposal of the present petition.

15. The Petitioner's claim that she actually worked during February, March and April, 2026 but was not paid wages for that period also remains unaffected. Such a claim is distinct from her prayer for continuation in service. She shall be at liberty to pursue the remedy available against the person or entity liable for payment of the wages. The competent forum shall determine that claim on the material placed before it, in accordance with law.

16. The writ petition is disposed of in the above terms. Pending application(s), if any, also stand disposed of.

SANJEEV NARULA, J

AUGUST 20, 2026

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