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

+ W.P.(C) 9207/2017

THE CHIEF EXECUTIVE OFFICER,
PRASAR BHARATI & ORS

.....Petitioners

Through: Mr. Rajeev Sharma, Sr. Adv.
with Mr. Uddyam Mukherjee, Mr. Swapnil
Pattanayak, Ms. Kratika Kushwaha, Mr.
Nishant Kandpal and Ms. Arunima Singh,
Advs.

versus

GUNJAN VARSHNEY AND ANR

.....Respondents

Through: Mr. D. Bhattacharya, Adv.
Mr. Bhagvan Swarup Shukla, CGSC with
Mr. Dashmesh Tripathi, Adv.
Mr. Ashish K Dixit CGSC with Mr Umar
Hashmi, Mr Ayush Kumar and Ms Iqra
Shiekh, Advs. for Union of India

+ W.P.(C) 11383/2017

THE CHIEF EXECUTIVE OFFICER,
PRASAR BHARATI AND ANR.

.....Petitioners

Through: Mr. Rajeev Sharma, Senior
Advocate with Mr. Uddyam Mukherjee,
Adv.

versus

SRISHTI SHANKER AND ANR.

.....Respondents

Through: Mr. Bhagvan Swarup Shukla,
CGSC with Mr. Dashmesh Tripathi, Adv.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

HON'BLE MR. JUSTICE VINOD KUMAR

**JUDGMENT (ORAL)**

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21.07.2026**C. HARI SHANKAR, J.**

1. These writ petitions are directed against a common order of the Tribunal dated 10 July 2017.

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2. The respondent, Gunjan Varshney was engaged by the petitioner Prasar Bharati on contract basis by order dated 22 July 2014 to work as Regional Sales Head (Delhi) in the office of the Directorate General, Doordarshan. The following clauses of the appointment order are relevant:

“1. Tenure: This contract is initially for a period of two years with effect from the date of joining. The contract will automatically come to an end on the expiry of contract period unless specifically extended subject to continued good performance;

2. Remuneration: Your consolidated annual remuneration and other allowances(s) are as under:

a) Remuneration (Base Salary) : Rs 28.75 Lakh.per annum (P.A.)

b) 3000 litres of Petrol Reimbursement : Actuals

The payment shall be disbursed on monthly (pro-rata) basis and shall become due on the completion of the month.

3. All incentive scheme based on annual accrued revenue has been worked out to drive aggressive deliverables; The target is valid for one year and will be reviewed in August, 2015. The details of incentive scheme are as given below:



- a) A 40 Crore would be the base revenue target from Corporates (Non-Govt.) in Delhi & North India.
- b) The incentive shall start at Rs 40 Crore Corporate revenue from North India/Delhi.
- c) If the base target is achieved, then certain percent of your base salary (fixed) as an incentive is applicable as per details below:

Corporate Revenue achieved from Delhi / North Region	Percent of base salary(fixed) offered as incentive
₹ 40 Crore	50% of base salary(fixed)
₹ 50 Crore	100% of base salary(fixed)
₹ 75 Crore	200% of base salary(fixed)

6. Termination of Contract : The contract could be terminated by either side by giving one month's notice or pay in lieu thereof without assigning any reason.

7. The contract is subject to performance and the actual performance against the set deliverable will be evaluated from time to time.”

3. On 23 February 2015, the services of the respondent were terminated by the following communication:

Dated : 23.02.2015

“To,
Ms Gunjan Varshney,
402, Judge Colony,
Vaishali,
[1811gunjan@gmail.com]

Subject : Disengagement of contract regarding.

Madam,

Reference is invited to your engagement in this Directorate as Regional Sales Head, on contract basis w.e.f. 05.09.2014, vide communication number 912/5/2014-Scor dated 22nd July, 2024 on



the terms and conditions mentioned therein.

2. You are hereby informed that in terms of Para-6 of the offer of engagement letter dated 22.07.2024 your services are no more required by Doordarshan and this letter may please be treated as one month's notice for discontinuation of your services on and from the expiry of the one month from the date of issue of this letter.

3. You are request to submit No Dues Certificate to Scor Section from A&G and the concerned Library.

4. This issues with the approval of Competent Authority.

Yours sincerely,

[S.Muthukumar]
Dy. Director Admn.(Scor)"

4. The respondent approached the Central Administrative Tribunal¹, challenging her termination, by way of OA 951/2015.

5. The Prasar Bharati advanced a preliminary objection regarding jurisdiction, contending that the Tribunal was *coram non judice* as it had no jurisdiction over the contractor through whom the respondent had been engaged.

6. Substantive replies on merits were also advanced by the Prasar Bharati.

7. The Tribunal passed two orders, the first on 2 May 2017 and the second on 10 July 2017. By the first order dated 2 May 2017, the Tribunal rejected the argument of want of jurisdiction and held that it had jurisdiction in the matter. Mr. Rajeev Sharma, learned Senior

¹ "the Tribunal", hereinafter



Counsel for the petitioners, very fairly submits that though he would still argue on principle that the Tribunal has no jurisdiction, this issue stands decided against the petitioners by certain authorities of the Supreme Court and that, therefore, it did not survive for consideration on merits in the present writ petition. We, therefore, affirm the order dated 2 May 2017 passed by the Tribunal.

8. The real challenge before us is to the order dated 10 July 2017 which addressed the challenge raised by the respondent on merits.

9. The Tribunal, predicated on the following reasoning, proceeded to allow the OA :

“31. It is quite apparent that all the applicants in these OAs., except the OA. No.2256/2015, who were engaged as Interns, were engaged on contractual basis to work in positions, which are in the nature of regular posts in a Broadcasting Organization. On the question of jurisdiction of the Tribunal to adjudicate service matters relating issues of these contractual engagees, we have observed in our order dated 02.05.2017 as under:-

“21, Section 14 (3) (b) read with Section 3 (q) of the Act read in the light of the judgments of Hon’ble Apex Court in *Deepa Chand Pandey*² (supra), *Kumari Shrilekha Vidyarthi*³ (supra), *Keshab Deb*⁴ (supra) and *Shri Kanak Chandra Dutta*⁵ (supra), make it absolutely clear that this Tribunal has the jurisdiction to adjudicate service matters of contract employees also who are engaged to discharge such functions that are central to the object for which an organization referred to in Section 14 (3) of the Act, has been set up. Resultantly, we hold that this Tribunal has jurisdiction to adjudicate all these O.As.”

32. As observed by us in the preceding paragraphs, the

² UOI v. Deep Chand Pandey, (1992) 4 SCC 423

³ Kumari Shrilekha Vidyarthi v. State of UP, (1991)1 SCC 212

⁴ Telecom District Manager v. Keshab Deb, (2008) 8 SCC 402

⁵ State of Assam v. Shri Kanak Chandra Dutta, 1967 AIR 884



respondent - Prasar Bharati earlier had a system of interviewing the contractual engagees every year and based on their performance, it used to decide continuation or discontinuation of their services. Later on, the Prasar Bharati dispensed with the interview system and switched over to performance appraisal format on the scale of 0-10. Obviously, in the new system, there was no opportunity provided to the adversely affected contractual engagees to explain their position. The decision of Prasar Bharati to continue/discontinue the services of the contractual engagees, as also to revise the monthly remunerations based on their performance appraisal, was not at all transparent. On the contrary, the appraisal system has provided scope of subjectivity. The principal of natural justice have not been followed in such performance appraisals and thus the affected employee were denied the opportunity of being heard. Hence, we are of the firm opinion that any decision taken in violation of the principles of natural justice cannot be legally upheld. As we have already noticed, the Prasar Bharati and the Central Government have failed in their duties and obligations in formulating regulations to deal with the service conditions of the employee of the Prasar Bharati as also in establishing Recruitment Boards for future recruitments, as contemplated under Sections 9&10 of the Prasar Bharati Act, 1990. Such regulations would have spelt out transparent and legally valid system of regulating the service of the Prasar Bharati employees. Be that as it may. The Prasar Bharati has been managing its affairs by engaging contractual employees on large scale against various regular posts. Hence, it is Only prudent that they follow the principles of natural justice while dealing with the services of such contractual employees. We only hope and expect the Prasar Bharati and the Central Government would take action to discharge their obligations under Sections 9&10 of the Prasar Bharati Act, 1990 sooner rather than later. Needless to mention that any delay in this regard is only going to confound the service matters of the employees of Prasar Bharati and would be detrimental to its smooth functioning in future.

33. Pertinent to mention that it is settled law {See *State of Haryana & others v. Piara Singh & others*⁶, that one set of contractual employees cannot be replaced by another set of contractual employees. If some contractual employees are found to be non-performing or under-performing, their services can definitely be dispensed with by following the principles of natural justice, which, inter alia, envisages issue of show cause notice, providing opportunity of being heard to the concerned employees, getting their side of the picture through their written

⁶ (1992) 4 SSC 118



representations and then decide their continuation in service or otherwise, by passing a reasoned and speaking order in individual cases. Unless this is done, any action taken would smack of arbitrariness and hit by the principle of audi alteram partem. Hence, we are of the view that the impugned orders of Prasar Bharati in all these O.As., sans O.A. No. 2256/2015, are not sustainable.”

10. Following the above reasoning, the Tribunal directed, in the concluding paragraph of the judgment thus:

“35. In the conspectus of discussions in the foregoing paragraphs, we dispose of these O.As. as under:-

ii) O.A. Nos. 3165/2015, 2167/2016, 821/2015, 931/2015, 951/2015, 1668/2015, 2422/2015 and 3166/2015 are allowed and the impugned orders, i.e., letter dated 20.08.2015 in O.A. No. 3165/2015, order dated 12.05.2015 in O.A. No. 2422/2015, order dated 27.02.2015 in O.A. No. 931/2015, order dated 23.02.2015 in O.A. No. 951/2015, order dated 20.08.2015 in O.A. No. 3166/2015 and order dated 28.06.2016 in O.A. No. 2167/2016, respectively, are quashed and set aside.

The respondents are directed to follow principles of natural justice in regard to continuation / discontinuation of services of these applicants, which would include issuing of show cause notices, receiving their representations against such notices, provide them an opportunity of being heard and then pass a reasoned and speaking order in each case individually in regard to continuation / discontinuation of their contractual engagements, as also in regard to revision in their monthly remunerations.”

11. Assailing the aforesaid order, the Prasar Bharati is before us in the present writ petition.

12. We have heard Mr. Rajeev Sharma, learned Senior Counsel for the petitioners and Mr. D. Bhattacharya, learned counsel for the



respondent, at length.

13. Mr. Sharma submits that the respondent's termination was squarely in terms of Clause 6 of her contract of employment dated 22 July 2014 *supra*. The clause enabled the petitioners to terminate the services of the respondent at any time on giving one month's notice without assigning reasons. The respondent's contract was terminated as her services were no longer required. He submits that the Tribunal is signally in error in holding that such a termination had to be preceded by adherence to the principles of natural justice. This issue, he submits, is no longer *res integra* as it is covered by para 17 of the judgment of a Division Bench of this Court in *Union of India v. Satish Joshi*⁷, which reads thus :

“17. While considering the contention that principles of natural justice have been violated by not affording the respondent, an opportunity of making any representation with regard to his performance, it would be important to bear in mind that the performance review conducted by the external committee on 28.12.2011 was not for the purposes of inflicting any punitive measure on the respondent but to only consider the suitability of his contract being extended. The decision to not extend the contract of employment of the respondent cannot be considered to be a dismissal from service by way of a punishment. It is a discharge simplicitor on the employment contract coming to an end by efflux of time. An employee will not have a right to be heard where an inquiry is made merely for the purposes of considering the suitability for extending the contract of employment.”

14. The aforementioned enunciation of law in para 17 of *Satish Joshi* stands followed by another learned Single Judge of this Court in *Dr.*

⁷ 2013 (137) DRJ 548 (DB)



Praveen Singh v. Dr. Ashish Goyal⁸, from which para 14 is relevant:

“14. Be that as it may, elementary as it may seem, the petitioner had no vested right to seek renewal of his contract dated 6th May, 2014 which had not been renewed apparently in the backdrop of his reported misconduct by the colleague doctors, nursing staff as well the patients besides gross negligence resulting in death of three patients by the various Committees. It can be safely said that on expiry of the contract period, the decision not to renew the contract was based on rational, tangible and objective grounds. Reference can be had to decision in the case of ***Union of India v. Satish Joshi***, wherein it was held that there is no right to renewal of the contract once the contract has expired and there is no obligation on the part of the appointing authority to issue Show Cause Notice.”

15. Ergo, submits Mr. Sharma, the Tribunal was in error in setting aside the termination of the respondent and granting consequential relief.

16. Responding to Mr. Sharma’s submissions, Mr. Bhattacharya, learned counsel for the respondent, has placed reliance on paras 3 and 7 of the contract of service of the respondent to submit that the contract was performance-driven. He submits that there was nothing at any time to indicate that the performance of the respondent was wanting. Rather, he has drawn our attention to the following e-mail addressed by the petitioner to the respondent on 7 August 2014 :

“FW: Minutes of the Meeting held on 27th June 2014
Gunjan Varshney <gunjan,varshney@focustvgroup.com>

Thu, Aug 7, 2014 at 8:49 PM

To:”1811gunjan@gmail.com”1811gunjan@gmail.com

Sent from my Windows Phone

⁸ 2024 SCC Online Del 6993



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From: ravindra joshi
Sent: 04-08-2014 16:08
To: Gunjan Varshney
Cc: Khyli Sardana; Amarpreet Sandhu; Priyank Pal; Hitu Mahanjan; Surajit D. Chaterjee; Jaganath Das; Harjit Singh; Ramswaroop Das; Shahsank Narayan, Tiwari; Chairman Positiv TV; Neeraj Sanan; avadhsharma@hotmail.com; Mukund Setlur; gargee bardoloi; Chief

Subject: Re: Minutes of the Meeting held on 27th June 2014

Gunjan, that you and your team have consistently achieved and often exceeded your goals is highly commendable. We are fortunate to have such energetic and talented sales persons amidst us. Keep up the good work.

Regards

Sent from my BlackBerry 10 smartphone.

From: Chief
Sent: Monday, 4 August 2014 15:50
To: Gunjan Varshney
Cc: Khyati Sardana; Amarpreet Sandhu; Priyanka Pal; Hitu Mahajan; Surajit D. Chatterjee; Jaganath Das; Harjit Singh; Ramswaroop Das; Shahsank Narayan, Tiwari; Chairman Positiv TV; Neeraj Sanan; avadhsharma@hotmail.com; Mukund Setlur; gargee bardoloi;
Subject: Re: Minutes of the Meeting held on 27th June 2014

Congratulations and keep it coming again and again”

17. Mr. Bhattacharya would submit that, in such circumstances, the petitioner could not suddenly, even before the period of two years for which the respondent had initially been appointed on contract was over, terminate her by the laconic communication of 23 February 2015.

18. The Tribunal was, therefore, in his submission, correct in

Signature Not Verified

Digitally Signed By: PRAMOD
KUMAR VATS
Signing Date: 20/07/2026
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setting it aside.

19. We have considered the submissions of both sides.

20. The right of contractual employees to regularization stands recognized in several recent authorities of the Supreme Court and of this Court including *Jaggo v. Union of India*⁹, *Vinod Kumar v. Union of India*¹⁰, *Shripal v. Nagar Nigam, Ghaziabad*¹¹, *Dharam Singh v. State of UP*¹², *Bhola Nath v. State of Jharkhand*¹³, *Pawan Kumar v. Union of India*¹⁴, *Pawan Sharma v. Govt. of NCT of Delhi*¹⁵ and *New Delhi Municipal Council v. Kalpana Sharma*¹⁶. These, however, are all cases in which persons had worked on contract for long periods of time. In such cases, the Supreme Court has held that, even by dint of their continuous and uninterrupted service without complaint, a right to regularization enured in favour of the employees and has rejected any opposition to that principle on the ground that their appointments were not against sanctioned posts, or that they did not possess the requisite qualifications for the post, or that their services were no longer required. The only case in which the Supreme Court has held such employees to be liable to termination, is where their initial appointment on contract was illegal, in that it was made without any selection and through the back door. The Supreme Court has clearly held that the judgment of the Constitution Bench in

⁹ 2024 SCC Online SC 3826

¹⁰ (2024) 9 SCC 327

¹¹ 2025 SCC OnLine SC 221

¹² 2025 SCC OnLine SC 1735

¹³ 2026 SCC OnLine SC 129

¹⁴ 2026 SCC OnLine SC 200

¹⁵ 2025 SCC OnLine Del 8313

¹⁶ Judgment dated 13 April 2026 passed in WP(C) 4646/2026



*State of Karnataka v. Uma Devi*¹⁷ was intended to deal only with surreptitious “back door appointments”, and not with candidates who had been appointed after a due process of selection or consideration.

21. This Court has recently, in its judgment in *Pawan Sharma*, followed the decisions in *Jaggo* and the judgments which followed it, and our decision stands affirmed by the Supreme Court by dismissal of the SLP preferred thereagainst *vide* order dated 14 May 2026.

22. The beneficial reach of *Jaggo*, the decisions following it, and *Pawan Sharma* cannot, however, extend to a case such as the present, where the respondent was engaged on contract only for one year, the contract specially contained a clause which enabled her contract to be terminated at any time without notice and, by a non-stigmatic order on the ground that her services were not required any further, her contract was terminated within a period of one year. If we are not to countenance even such a termination, it would mean that no employee could ever be taken on contract and that, if any employment took place on contract, it would never be terminated, irrespective of the length for which the contract subsisted, even by a non-stigmatic order, without strict adherence to the principles of natural justice.

23. We have also perused the reasoning of the Tribunal. With respect, it appears that the Tribunal has proceeded on abstract considerations, rather than on an interpretation of the legal position. Observations such as want of transparency in the decision of the

¹⁷ (2006) 4 SCC 1



Prasar Bharati to continue or discontinue services of contractual engagees, scope of subjectivity in the appraisal system, absence of any transparent or legally valid system for regulating services of the Prasar Bharati employees, and the like, cannot be considerations on the basis of which the termination of the respondent's services could be set aside.

24. Mr. Sharma has also pointed out that the Tribunal has erred on facts in holding that the appointment of the respondent was against a regular post. He submits that there was no regular post of Regional Sales Head in the Prasar Bharati and this was a post which was merely created for being filled by the respondent on contract basis.

25. In as much as the discontinuation of the respondent's services was not stigmatic but only on the ground that her services were not required any further, we are unable to subscribe to the view expressed by the Tribunal that the termination had to be preceded by compliance to the principles of natural justice or *audi alteram partem*, much less issuing of a show cause notice, inviting a representation thereto and granting of an opportunity of personal hearing.

26. We are of the opinion that the impugned order of the Tribunal has proceeded more on equity than in law. While it is always desirable that the approach of a Court should be equitable, equity cannot be made the sole basis of a judicial decision, innocent of the law. Uninformed by law, equity would be an unruly horse.



27. In view of the fact that (i) the contract whereby the respondent's services were engaged specifically provided that it could be terminated at any point without notice, (ii) the order of termination was passed within less than a year of the contract, and (iii) the order of termination was non-stigmatic in nature and terminated the respondent's services on the ground that they were not required any further, we are unable to sustain the impugned judgment of the Tribunal to set aside the termination order dated 23 February 2015.

28. Resultantly, the impugned judgment of the Tribunal is quashed and set aside.

29. The writ petition stands allowed in the aforesaid terms with no orders as to costs.

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30. Srishti Shanker, the respondent in this writ petition, was engaged on contract as Output Editor on 5 April 2013 on a monthly remuneration of ₹ 1,35,000/-. The following clauses of her contractual appointment are relevant:

“WHEREAS the First Party as an electronic media is broadcasting various programmes including news bulletins to inform, educate and entertain people.

WHEREAS the First Party proposes to engage Ms. Srishti Shanker as Output Editor the News & Current Affairs Wing of Doordarshan.

WHEREAS the Second Party has expressed her desire to provide



the nature of services as stated above to the First Party under this Agreement. The Second Party has also represented that she possesses the professional capabilities to perform the above functions and such other functions as may be assigned to her under this agreement by the First Party from time to time.

Nature and Description of Engagement for services

1. Tenure: The contract will be valid for a period of two years and will take effect from 14th Feb 2013. The contract would automatically come to an end on the expiry of the two year period from 14th Feb 2013 unless specifically extended.

8. Termination of Contract: Any misconduct negligence / dereliction of duty on your part of the engages during the contract period shall lead to the termination of the contract. The contract could be terminated by either side by giving one month's notice or pay in lieu thereof without assigning any reason.”

31. The period of two years envisaged in the contract dated 5 April 2013 expired in or around April 2015. Prior thereto, on 16 February 2015, the Prasar Bharti extended the contract of the respondent till 30 June 2015 on the same terms and conditions.

32. Mr. Rajeev Sharma submits that, thereafter, there was a Performance Appraisal Committee (PAC) set up in the Prasar Bharti to examine the performance of various contract employees and suggest rationalisation of their work.

33. Suggestions were advanced by the PAC in respect of all the contract employees. In respect of the respondent Srishti Shanker, it was suggested that she could be continued, but at a reduced



remuneration of ₹ 95,000/-.

34. Following the said decision, on 20 August 2015, the Prasar Bharti offered continuation of the respondent's service, but as Output Editor on a remuneration of ₹ 99,750/- per month with effect from 1 August 2015.

35. Thus, it is clear that there was no mid-term reduction of the respondent's remuneration and that it was after the expiry of her extended period of contract on 30 June 2015 that the respondent was offered a fresh contract for two years with effect from 1 August 2015 as Output Editor, but on a reduced remuneration of ₹ 99,750/- in terms of the recommendations of the PAC.

36. The respondent chose to challenge the aforesaid communication dated 20 August 2015 before the Tribunal by way of OA 3165/2015 which, too, stands allowed by the impugned judgment. Unfortunately, the Tribunal has not dealt with the merits of the individual OAs.

37. The respondent's OA has also been allowed on the basis of paras 31 to 33 of the impugned judgment, which already stand reproduced *supra*.

38. To our mind, the finding of the Tribunal cannot sustain either in law or on facts.

39. This is not even a case, unlike the case of Gunjan Varshney,



where the respondent's contract was curtailed mid-term. She was initially appointed on contract for two years as Output Editor at a remuneration of ₹ 1,35,000/- per month. That contract, on the same terms, was extended, on 16 February 2015, till 30 June 2015. The Prasar Bharti did not in any way interfere with the terms of either of these contracts. It was after the term of the second contract had come to an end that the respondent was offered a fresh contractual employment as Output Editor at a monthly remuneration of ₹ 99,750.

40. It was for the respondent, if she so choose, to accept or refuse the said offer. No occasion, however, arose for the respondent to challenge the offer before a Court.

41. It goes without saying that the Tribunal could not foist, on Prasar Bharti, the terms of the contract on which it chose to engage its employees.

42. The reasoning of the Tribunal, as contained in paras 31 to 33 of the impugned judgment, reproduced *supra*, does not even address this aspect. The factors noted in the said paragraphs are of no relevance, whatsoever, in examining the validity of the offer dated 20 August 2015 which was extended to Ms. Srishti Shanker, for engaging her as Output Editor at the rate of ₹ 99,750.

43. As a result, we are of the opinion that the Tribunal was in error in allowing the OA of Srishti Shanker and setting aside the order dated 20 August 2015.



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44. Resultantly, the impugned judgment, in so far as it allows OA 3165/2015, is quashed and set aside.

45. The OA itself would stand dismissed.

46. Applying the principle of *actus curiae neminem gravabit*, however, we direct that no recovery should be made from the respondent on the basis of the present judgment.

C. HARI SHANKAR, J.

VINOD KUMAR, J.

JULY 21, 2026/yg/dsn