



2026:AHC:40329

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - A No. - 13756 of 2025

Smt Arti Verma And 10 Others

.....Petitioner(s)

Versus

State Of U.P. And 5 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Akhtar Ali, Sr. Advocate
Counsel for Respondent(s)	:	C.S.C.

Along with :

- Writ - A No. 18750 of 2025:**
Sanjay Kumar Yadav and 6 others
Versus
State of U.P and 3 others
-

Court No. - 32

HON'BLE SAURABH SHYAM SHAMSHERY, J.

1. Heard Sri Ashok Khare, learned Senior Advocate assisted by Sri Akhtar Ali, Advocate for petitioners in Writ-A No. 13756 of 2025 and Sri Vikram Bahadur Yadav, Advocate for petitioners in Writ-A No. 18750 of 2025 and Sri Dinesh Kumar Singh, learned Additional Chief Standing Counsel for State-Respondents.

2. Petitioners were appointed on contractual basis as Vice Principal and Nursing Staff in different Para-Medical and Nursing Colleges of State of Uttar Pradesh. Their contractual appointments were governed by a Government Order dated 15.04.2022 that their term of contract would be of two years which can be extended further for one year. It was also mentioned in said Government order that contractual appointments will be made till regular appointments are made.

3. Petitioners are aggrieved that respondents have now denied to extend their contractual appointments beyond a period of three years and advertisement is issued for fresh contractual appointments.

4. Learned Senior Advocate appearing for petitioners submits that contractual appointees cannot be replaced by a fresh set of contractual appointees. Petitioners be allowed to work on contract till a regular appointment is made and he placed reliance on a judgment passed by Supreme Court in the case of **Manish Gupta and another vs. President, Jan Bhagidari Samiti and others, 2022(15) SCC 540** that an ad hoc employee cannot be replaced by another ad hoc employee and can be replaced only by regularly selected candidate.

5. Learned Senior Advocate further submits that in similar circumstances contractual appointees on the post of General Tutor have approached this Court in **Misbah Moin and another vs. Union of India and others, 2025:AHC:188291** when this Bench has rejected their writ petition by following order dated 28.10.2025:

“1.Heard Sri Nisheeth Yadav, learned counsel for the petitioner, Sri Abrar Ahmad and Sri Shashank Shekhar Singh, learned counsel for the respondents.

2. Petitioners, two in numbers have approached this Court that they were appointed on temporary basis on the post of General Tutor in the College of Nursing under the Aligarh Mullim University in the year 2023 and their temporary appointment was extended year to year till 2024-2025 and now their appointment on temporary basis is not being extended, whereas appointment on temporary basis of other similarly situated General Tutor were extended, therefore, they are before this Court.

3. Learned counsel for the petitioner submits that there is no material or any subsequent event which could justify aforesaid act of respondents. There is no complaint against the petitioners and they have discharged their duties diligently.

4. *Per contra*, learned counsel for the respondents by referring an Office Memo dated 8.8.2025 submits that two General Tutor Posts which were vacant in 2023 filled by Local Selection Committee held on 10.8.2023 on temporary basis, will be advertised for temporary appointment for one year after 30.6.2025. The advertisement will be done by the Dean F/o Medicine as per qualifications and procedure prescribed in the CRR-2023 and in such event, petitioners' candidature will be considered. He further submits that no mandamus can be issued to continue with temporary appointment of petitioners on the post of General Tutor.

5. I have considered the above submissions and perused the records.

6. Admittedly, petitioners were appointed on temporary basis on the post of General Tutor for a period of one year and their appointments were extended year to year basis and after 2024-2025, same are not extended.

7. Temporary appointment is based on the need of the employer, therefore, this Court cannot pass an order of mandamus that petitioners' temporary appointment be extended. However, as referred above, since respondents are likely to advertise a fresh advertisement for temporary appointment on the post of General Tutor in the College of Nursing, therefore, petitioners will be at liberty to apply as and when such advertisement is issued and their respective past experience be also taken note of.

8. It is also observed that Dean, Faculty of Medicine will take all endeavor to issue fresh advertisement in terms of Office Memo dated 8.8.2025 as early as possible.

9. This Writ Petition is accordingly, disposed of.”

6. Learned Senior Advocate further submits that said petitioners have filed Special Appeal Defective No. 1011 of 2025 wherein the aforesaid order has been stayed by a Division Bench of this Court vide order dated 25.11.2025 and for reference the same is reproduced hereinafter:

“1. Heard Shri Ashok Khare, learned Senior Counsel assisted by Shri Umang Srivastava, Advocate appearing on behalf of the appellants, Shri Shashank Shekhar Singh, learned counsel appearing on behalf of the University and Shri Abrar Ahmad Ahmad, learned counsel appearing on behalf of respondent no.1.

2. The appellants were appointed on temporary basis as General Tutor in the College of Nursing under Aligarh Muslim University, Aligarh in the year 2023 on basis of an advertisement issued by the respondents. The appointment was initially for a period of one year or till the vacancy exists or until further orders, whichever is earlier. By another order dated 26.09.2024 issued with the approval of the Vice-Chancellor, the term was extended from 05.09.2024 to 31.12.2024 or till the vacancy exists or until further orders, whichever is earlier. Once again, by order dated 01.01.2025, it was further extended for a further period of three months with effect from 01.01.2025. On 21.04.2025, the term was further extended for three months with effect from 01.04.2025 in respect of appellant no.1 and four other employees, who were also working as General Tutor on ad-hoc basis under local arrangement. In respect of appellant no.2, a separate order was passed on 08.08.2025 extending his term from 01.04.2025 to 30.06.2025. In respect of four other General Tutors, the term has been extended by an order dated 09.07.2025 for a further period of nine months with effect from 01.07.2025. However, in respect of the appellants, no order was passed and this resulted in filing of the writ petition by the appellants.

3. The learned Single Judge taking notice of the fact that the appointment of the appellants was on ad-hoc basis and that the respondent-University would be advertising the two posts for being filled up on temporary basis under local arrangement disposed of the writ petition observing that as and when such advertisement is issued, it would be open to the appellants to apply against the same.

4. *Shri Ashok Khare, learned Senior Counsel assisted by Shri Umang Srivastava, Advocate appearing on behalf of the appellants contends that the respondent-University cannot substitute an ad-hoc employee with another ad-hoc employee and, consequently, the learned Single Judge should have granted the relief in relation to the extension of the term of the ad-hoc appointment until regular appointment is made. He further submits that in respect of four other ad-hoc appointees, the University itself has extended their term for nine months with effects from 01.07.2025 whereas in case of the appellants it has not passed any such order, which amounts to hostile discrimination.*

5. *In support of his submission, learned counsel for the appellants has relied on the judgement of Supreme Court in Manish Gupta and Another vs. President, Jan Bhagidari Samiti and Others, (2022) 15 SCC 540 where the Supreme Court has held that an ad-hoc employee cannot be replaced by another ad-hoc employee. Concededly, the respondents have proposed to issue advertisement for the two posts against which the appellants were working on ad-hoc basis again to be filled up on ad-hoc basis under local arrangement.*

6. *As a regular appointment is not proposed and again the respondents propose to make ad-hoc arrangement, therefore, in our opinion, the facts of the case would be squarely covered by the judgement of Supreme Court cited on behalf of the appellants.*

7. *Shri Shashank Shekhar Singh, learned counsel for the University prays for time to file counter affidavit. He further submits that even if the appellants are directed to continue, liberty be granted to the University to advertise the posts for being filled up under local arrangement as under the relevant provisions, the University cannot continue the appointment beyond the period of one year.*

8. *As prayed, two weeks' time is granted to the University to file counter affidavit.*

9. *List on 10.12.2025.*

10. Having regard to the facts of the case and the submissions made, it is hereby directed that the appellants would be permitted to continue until regular appointment is made or atleast till the period other identically situated ad-hoc appointees have been permitted to continue vide order dated 09.07.2025.

11. Office is directed to register the appeal as a regular appeal and not as defective appeal, as no defect has been pointed out by the office.”

7. I have heard learned counsel for parties and perused the material available on record.

9. Admittedly, the petitioners are contractual appointees and their term of contract was maximum of three years. The condition of contract is not under challenge. Therefore, apparently there is no legal bar to conduct a fresh recruitment for fresh appointments on contract.

10. **Manish Gupta (supra)** was related to ad hoc appointees and their appointments were made initially for a period of one year or till the vacancy exist or until further orders, whichever is earlier, whereas in the present case the term of contract is not beyond three years.

11. A reference made to a Government order is a general reference that contractual appointments in general be made till substantive appointments are not made. The said Government order is not issued for the purpose that once a contractual appointment is made, such appointment would continue even beyond three years till a substantive appointment is made. A contractual appointment is abide by conditions of contract. Therefore, the Court is of the opinion that there is no illegality when a fresh advertisement is issued and contract of petitioners is not extended beyond three years.

12. The Court takes note that fresh advertisement issued is under not under challenge as well as there is no ground to challenge an order dated 03.02.2025 which only states that direction passed by Respondent-Department be followed strictly.

13. The Court also takes note that in somewhat similar manner this Court has passed order in **Misbah Moin (supra)**, which has been challenged in Special Appeal and a Division Bench has stayed the order. Therefore, following judicial propriety, these writ petitions are disposed of with above referred observation that it would remain subject to outcome of aforesaid Special Appeal. Meanwhile respondents will allow petitioners to work as per their contract.

14. A copy of this order be placed on record of Special Appeal Defective No. 1011 of 2025.

(Saurabh Shyam Shamshery,J.)

February 23, 2026

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