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

+ **LPA 511/2016**

Date of decision: 19th September, 2016

AZAD SINGH HOODA Appellant
Through Ms. Rashmi Chopra and
Ms. Asiya, Advocates.

versus

DELHI TECHNOLOGY UNIVERSITY & ORS..... Respondent
Through Ms. Avnish Ahlawat, Advocate
for DTU.
Mr. Ahit Singh and Mr. Vinod Kumar Bhati,
Advocates for R-3.

CORAM:
HON'BLE MR. JUSTICE SANJIV KHANNA
HON'BLE MS. JUSTICE JAYANT NATH

SANJIV KHANNA, J. (ORAL)

Azad Singh Hooda, the appellant, impugns the order dated 8th August, 2015, whereby W.P. (C) 7067/2015 filed by him has been dismissed.

2. The appellant having retired as a Navy Officer at the age of about 60 years, by the letter dated 29th December, 2010, was offered appointment as a Junior Technical Assistant in the Automobile Engineering Department of the Delhi Technological University on

contract basis for a period of six months or till the post was filled up on regular basis or on promotion, whichever occurred earlier. The appointment letter specifically stipulated that the appellant would be entitled to a consolidated remuneration. The appellant joined the said post on 5th January, 2011. The contractual employment of the appellant came to an end on regular appointments being made to the post of Junior Technical Assistant in Automobile Engineering Department. The appellant, however, by office order dated 12th January, 2011 was assigned work in the Laboratory Workshop. Subsequently, by memorandum dated 29th July, 2011, the appellant was given contractual appointment as Senior Mechanic, GP-V in the Mechanical Engineering Department of the University. This memorandum records that the appellant would be entitled to a consolidated remuneration of Rs.11,360/- plus Dearness Allowance. The appointment was initially for a period of one year or till the post was filled on regular basis or promotion, whichever was earlier. The appointment could be terminated by the respondent University by giving one month's notice or giving one month's salary without assigning any reason. The letter/memorandum clarified that the appointee i.e. the appellant had

understood that the appointment was purely temporary and he would have no right to claim extension of the contractual appointment or absorption into a regular appointment on the said post. The aforesaid contractual employment was extended from time to time and the last extended term had ended on 30th June, 2015.

3. By letter dated 25th June, 2015, the appellant was informed as under:-

It is to inform you that your deployment period as Senior Mechanic on contractual basis is going to expire on 30.06.2015 W.P.(C) No. 7067/2015 Page 2 of 12 and you have attained the age more than 60 years. Therefore, as per the University policy and on the recommendations of the concerned HoD, the Competent Authority has decided that your contractual period will not be extended beyond 30.06.2015.

You are also requested to submit the No Dues Certificate from the concerned Departments/Branches, so that your remuneration for the month of June 2015 may be disbursed.

The appellant had challenged the aforesaid letter in W.P.(C) No.7067/2015.

4. Learned counsel for the appellant impugning and challenging the letter dated 25th June, 2015 has submitted that the said letter was punitive. This fact was apparent from the counter affidavit filed by the respondent-University, which relies upon the internal enquiry report dated 25th May, 2015. The said enquiry report, it is submitted, was

made behind the back and without asking for any reply from the appellant. There was a violation of principles of natural justice. The appellant is entitled to continue till the age of 70 years as in other cases, contractual employment has been extended upto the age of 70 years.

5. We have considered the said contentions, but regret our inability to agree with the learned counsel for the appellant. The appointment of the appellant was clearly on contractual basis and was renewed on year to year basis. The last extended term of contractual employment had come to an end on 30th June, 2015. This is not a case where contractual employment was pre-maturely terminated before expiration of contract period. Whether or not the contractual employment should be extended was internally examined and in view of the examination, it was decided that the contractual employment of the appellant should not be extended. We perceive and believe that the principles of natural justice were not violated or abridged by the internal report dated 25th May, 2015. The report reflects the verification mechanism adopted and followed by the respondent University. It ensured fairness and objectivity before passing the administrative order. The appellant was not required to be furnished with a copy of the said internal report, or be

heard before the decision whether or not the period of contractual employment was to be extended was taken. The report was not regarding an inquiry into a particular or specific misconduct, albeit it was regarding the general conduct and performance of the appellant to ascertain and decide whether the contractual employment should be extended. The report was referred to and brought on record in the counter affidavit only when the appellant filed the writ petition and assertions were made.

6. The order dated 25th June, 2015 is not a punitive order or an inculpatory order giving or making any adverse comments about the work of the appellant. Whether or not the contractual term of the appellant should be extended was within the purview and jurisdiction of the respondent-University and they have taken the said decision.

7. The appeal has no merit and is accordingly dismissed.

SANJIV KHANNA, J.

JAYANT NATH J.

SEPTEMBER 19, 2016
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