



Neutral Citation Number: 2023:DHC:5418-DB

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

% **Judgment reserved on: 25.07.2023**  
**Judgment delivered on: 02.08.2023**

+ **LPA 566/2023 and C.M. Nos. 37263/2023, 37264/2023, 37265/2023 & 37266/2023**

DR. GEETA OBEROI ..... Appellant  
 Through: Mr. Anand Grover, Senior Advocate  
 and Mr. Saurabh Chauhan, Mr. Varun  
 Jain & Mr. Paras Nath Singh,  
 Advocates with appellant in person.

versus

NATIONAL JUDICIAL ACADEMY, BHOPAL ..... Respondent  
 Through: Mr. Balbir Singh, ASG and Mr. Ravi  
 Prakash, CGSC with Mr. Aman  
 Rewaria & Mr. Yasharth Shukla,  
 Advocates.

**CORAM:**  
**HON'BLE THE CHIEF JUSTICE**  
**HON'BLE MR. JUSTICE SAURABH BANERJEE**

### **J U D G M E N T**

**SATISH CHANDRA SHARMA, C.J.**

1. The present Letters Patent Appeal under Clause X of the Letters Patent Act is arising out of order dated 30.06.2023 passed by the learned Single Judge in W.P.(C.) No.8487/2023 titled "*Dr. Geeta Oberoi Vs. National Judicial Academy, Bhopal*".



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2. The facts of the case reveal that the petitioner/ appellant before this Court applied for the post of Professor in pursuance of an advertisement dated 11.06.2012 inviting applications for the post of Professor on Deputation or Contractual Basis; vide letter dated 30.01.2014, she was called for interview; vide letter dated 10.04.2014, she was appointed as a Professor for a period of three years; and the contract of service was executed on 17.08.2014.

3. It has been further stated by the appellant that in the year 2014 – as the then Director of the National Judicial Academy (NJA) superannuated, she was permitted to officiate as Director (in-charge) vide letter dated 03.11.2014, and thereafter was appointed as a regular Director on 04.08.2016; she again resumed the position as a Contractual Professor in the services of the NJA.

4. The appellant has further stated that vide office order dated 28.07.2017 her period of contract was extended for a period of one year w.e.f. 08.08.2017. The appellant has further stated that an office order was issued on 29.07.2018 extending the period of her contractual appointment by NJA for a further period of three years w.e.f. 08.08.2018.

5. The appellant has further stated that a Show-Cause Notice was issued to her on 01.02.2021, and the appellant submitted a reply to the said Show-Cause Notice. However, as her term was due to expire on 07.08.2021, she was permitted to continue, and finally, the Executive Committee (EC) resolved that the appellant would continue up to 30.06.2023 and no further



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extension will be granted to her. The same was communicated to her by order dated 22.05.2023.

6. Aggrieved by the same, the appellant came up before the learned Single Judge by filing a writ petition being W.P.(C.) No. 8487/2023 praying for the following reliefs:

- “a) *Pass an appropriate Writ, Order, directions or any other writ, order or direction calling for the records of the case and after going through the same quash and set aside the Impugned Order dated 22.05.2023 issued by the National Judicial Academy and declare that the same is arbitrary and violative of Articles 14, 16 and 21 of the Constitution of India ;*
- b) *Pass an appropriate Writ, Order, directions or any other writ, order or direction quashing and setting aside the Show Cause Notice dated 01.02.2021;*
- c) *Pass an appropriate Writ or any other writ order or direction directing the Respondent to renew the contract of service of the Petitioner in the same manner as the renewal of contract of service of the other employees of the Respondent until the age of superannuation;*
- d) *Pass an appropriate Writ or any other writ order or direction directing the Respondent to release all increments withheld and other consequential benefits that have been conferred on other similarly placed employees as the Petitioner;*
- e) *Further hold and direct that the Petitioner is entitled for the consequential reliefs in terms of prayers (a) to (d) above;*
- f) *For costs of this Petition in favour of the Petitioner;*
- g) *For such other and further reliefs as the nature and circumstances of the case may require.”*



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7. Mr. Anand Grover, learned senior counsel for the appellant vehemently argued that the services of the appellant have been put to an end pending Show-Cause Notice and the same could not have been done in the manner and method as it has been done. He vehemently argued that the EC in its earlier resolution had resolved to continue the appellant's services pending further orders, and therefore, the EC could not have taken a decision dated 13.05.2023 resolving not to grant any further extension to the appellant. He vehemently argued that the services of the appellant could have been terminated only after arriving at a conclusion that the appellant has committed a misconduct, and that too, by holding a due inquiry. According to him, the respondent has terminated the appellant without holding any inquiry, and therefore, the said termination is bad in law.

8. Placing heavy reliance before the learned Single Judge upon the decision of Hon'ble Supreme Court in *K. Ragupathi Vs. State of Uttar Pradesh and Others*, (2022) 6 SCC 346, he vehemently argued that the appellant was appointed through the process of selection, and therefore, the services of the appellant could not have been terminated as the appointment of the appellant was akin to a regular appointment.

9. In respect of the Show-Cause Notice, it was vehemently argued by Mr. Grover that the issue in respect of the Show-Cause Notice was regarding feeding stray dogs and it cannot be, by any stretch of imagination, a grave misconduct and therefore, the respondent could not have put an end to the services of the appellant in the manner and method it has been done.



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10. The learned ASG appearing for the Union of India (UOI) before the learned Single Judge argued that the appellant herein was a contractual employee; the last contract of service came to an end on 07.08.2021; and therefore as, it is a case of non-renewal of contract, the appellant had got no vested right to pray for renewal of the contract after 07.08.2021, primarily because the appellant has no subsisting contract. It was also argued that the resolution of the EC to continue the appellant till appropriate decision was to be taken in the matter of issuing a Show-Cause Notice was passed when contract of service of the appellant was subsisting and after expiry of contract, the question of extending the period or renewing the contract does not arise.

11. After hearing the parties at length, the learned Single Judge dismissed the writ petition in terms of what is contained in paragraphs 17 to 23 of the impugned order, which read as follows:

*“17. I have heard learned senior counsels for the parties.*

*18. In the present case, admittedly, on the date when the show cause notice was issued, the petitioner was governed by the contract of service and hence the respondents were bound to follow the terms and conditions of the contract of service. Since there were allegations of feeding stray dogs which was causing nuisance on the premises of the academy, the respondent issued the show cause notice.*

*19. The members of the Executive Committee opined that the services of the petitioner should be continued till appropriate decision is taken on the show cause notice, since on that date the petitioner was a contractual employee of the respondent and both petitioner and respondent were governed by the terms and conditions of the contract.*



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20. *Once the contract of service came to an end on 07.08.2021, and was not continued any further, the petitioner cannot be permitted to rely upon the terms and conditions of the said contract.*

21. *Accordingly, the decision of the Executive Committee of the National Judicial Academy dated 13.05.2023 resolving to continue the services of the petitioner only up to 30.06.2023 and no further, cannot be faulted with. On 13.05.2023 i.e., the date of passing of the impugned resolution there was no contract of service subsisting between the petitioner and the respondent.*

22. *The argument of the petitioner that the petitioner is akin to a regular employee has not been pleaded in the writ petition. In addition, the operative portion of the Advertisement dated 11.06.2012 reads as under:*

*“The incumbent selected for contractual appointment may be considered for regular appointment against sanctioned post, subject to outstanding performance and fulfilling the eligibility criteria as per NJA Recruitment policy.*

*For further details please visit [www.nja.gov.in](http://www.nja.gov.in)*

*Madhyam/60970/2013 REGISTRAR “*

23. *Hence, as per the advertisement the respondent were looking for Professors to be appointed only on contractual basis and the selection of the petitioner was towards the same only. The petitioner at best could have had legitimate expectation to be considered for regular appointment against a sanctioned post provided her performance was outstanding. Unlike **K. Ragupathi (supra)** where the petitioner Performance Assessment Report, there is nothing on record to show the performance of the petitioner as outstanding. Hence the arguments of the petitioner that her appointment is akin to a regular appointment and her reliance on K. Ragupathi (supra) is faulty. Further the termination of the petitioner is on account*



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*of expiry of the period of the contract of service, the same is neither stigmatic nor vindictive.”*

12. This Court has carefully gone through the order passed by the learned Single Judge. It is an undisputed fact that the appellant before this Court was serving as a contractual employee of NJA, a society registered under the Societies Registration Act, 1860 and that she was appointed vide a contract of service executed between the NJA and the appellant on 17.08.2014 and the same is reproduced as under:

“  
**CONTRACT OF SERVICE**

*An agreement for contract service is made this 17.08.2014 between Dr. Geeta Oberoi (herein after called the appointee) on the one part and the National Judicial Academy, Bhopal (herein after called the Academy), on the other.*

*Whereas the Competent Authority of National Judicial Academy has been pleased to approve the appointment of Dr. Geeta Oberoi as Professor on contract for a period of three years with first year as probation and the appointee has accepted such appointment upon terms and conditions herein after appearing. Now THESE PRESENTS WITNESSETH and the parties here to respectively agree as follow:*

- 1. The agreement of contract service shall be deemed to have been entered into subject to the rules relating to contract services of Academy in force from time to time as applicable to the Contract employee of the Academy as well as provisions of the other existing Rules of the Academy.*
- 2 The Contract employee shall be on contract service under the agreement for a period of three years with first year as probation with effect from 08.08.2014 i.e. dates of joining the post or for the period till he / she continues in contract service, whichever is earlier, on payment of*



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*Rs.1,06,000/- per month (as on 08.08.2014). In addition, the contract employees shall also be entitled for HRA, TPA and other allowances admissible under NJA policy. Further, the contract employee shall be eligible for annual increment of pay on satisfactory completion of one year service, subject to extant policy of NJA.*

3. *The Contract employee shall be a full time employee of the Academy and shall discharge to the best of his/her ability all duties and responsibilities assigned from time to time.*
4. *That the Contract Employees shall devote his/her whole time to the service of the Academy and shall not without permission of the Academy, engage, directly or indirectly in any trade or business whatsoever, or in any private service or any other work to which any emolument or honorarium is attached. However, this prohibition shall not apply to work undertaken with prior permission of the Competent Authority, in connection with the academic/research work and publication thereof.*
5. (a) *Notwithstanding anything herein before contained, the Competent Authority of the Academy shall be empowered to summarily terminate the engagement of the Contract Employee on the ground of misconduct in accordance with the provisions herein after set forth.*  
(b) *The Competent Authority may, when he finds it necessary in the interest of the Academy, suspend the Contract Employee on the ground of misconduct. Thereafter, he shall report it to the next Higher Authority for approval.*  
(c) *The Competent Authority or any officer appointed by him as Enquiry officer shall investigate all matters about the misconduct of the Contract Employee whether he / she has been suspended or not. The Contract Employee shall be notified in writing of the charges against him and shall be given not less than one week's time, which may*



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*be extended on good cause shown by such contract employee, to submit his explanation in writing.*

*The competent Authority or the Enquiry Officer may hear the Contract Employee and take such evidence as it may consider necessary and submit its report to the next higher authority / competent authority. The Competent Authority may thereafter, determine the continued engagement of the contract Employee where it deems that the misconduct of the Contract Employee deserves to be dealt with in that manner, after it has considered the explanation and the evidence, any, or the report of the Enquiry Officer, if one has been appointed.*

- (d) *Where the termination of the Contract of service on the ground of misconduct is after suspension, the termination of Contract of service will be from the date as specified by the Competent Authority.*
6. i) *The Contract Employee shall be entitled to a monthly salary fixed on the following formula in the pay scale attached to the post (Pay in Pay Band + Grade Pay) + DA on total pay as per applicable rate + Transport Allowance + HRA (if NJA accommodation not availed) and any other allowance.*
- ii) *In addition, the contract employee will also be entitled to EPF, Medical Insurance cover and any other allowances / perks admissible as per NJA policy.*
- iii) *The Contract Employee shall be entitled to leave as appended to below in one calendar year.*

*Casual Leave – 10 Days*

*Earned Leave – 15 Days*

*Medical Leave – 10 Days*



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**Note: -** *Leave of any kind is not a right of the employee as per Leave Rules applicable in the Academy.*

*The balance of Medical & Earned Leave at the end of the year as per contract will be carried forward to the next year of the contract service on completion of probation period / further contract of period provided the contract is extended as per NJA policy.*

- iv) *The NJA provide medical insurance cover to the contract employee, his / her spouse, two dependent children & wholly dependent parents during the currency of contract period. However, in the event of contract employee leaving the services of NJA before completing the year of currency of insurance policy, the NJA shall have right to deduct the amount incurred in obtaining Medical Insurance policy on pro rata basis for the remaining period of the medical insurance policy.*
- v) . *Annual increment will be admissible on completion of the year at the rate as per NJA policy in this behalf.*

7. *The Contract service of the Contract Employee may, during the period of contract, be terminated by the Academy at any time by 30 days notice in writing or in lieu on payment of the salary for one month.*

*The Contract Employee may terminate his/her contract of service by giving to the Competent Authority 30 days notice in writing or an amount equivalent to the amount of the salary for one month in lieu of notice period.*

*IN WITNESS WHEREOF on the day and the year first above written, Registrar of the Academy has hereinto set his/her hand and the Contract Employee has hereinto set his/her hand.*



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*Sd/-  
Registrar  
National Judicial Academy  
Bhopal (M.P.)*

*Sd/-  
Signature of the Contract Employee  
Name: Dr. Geeta Oberoi  
Address: House No.12, NJA Campus  
Bhadbadha Road, P.O. Suraj Nagar, Bhopal.  
Witness (Name & Address)  
1. Rajendra Kumar Dixit  
E-35, Nehru Nagar, Bhopal-3.  
2. Rajiv Choudhary  
57, Rishi East City  
Barkhera, Bhopal”*

13. Admittedly, the appellant is deriving her rights from the said contract of service which was only for a limited period of three years, thereafter, vide order dated 03.11.2014, the appellant was given additional responsibility of performing duties of the Director of NJA till a new Director is appointed and as her term was coming to an end, vide order dated 28.07.2017 the period of contractual employment was extended for a period of one year w.e.f. 08.08.2017. A fresh contract of service was executed on 04.08.2018 again for a limited period of three years w.e.f. 08.08.2018, and the same is also reproduced as under:



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मध्य प्रदेश MADHYA PRADESH

AU 100282

### CONTRACT OF SERVICE

An agreement for contract service is made this 04.08.2018 between Dr. Geeta Oberoi (herein after called the appointee) on the one part and the National Judicial Academy, Bhopal (herein after called the Academy), on the other,

Whereas the Competent Authority of National Judicial Academy has been pleased to approve the appointment of Dr. Geeta Oberoi as Professor on contract for a period of three years and the appointee has accepted such appointment upon terms and conditions herein after appearing. Now THESE PRESENTS WITNESSETH and the parties here to respectively agree as follow:

1. The agreement of contract service shall be deemed to have been entered into subject to the rules relating to contract services of Academy in force from time to time as applicable to the Contract employee of the Academy as well as provisions of the other existing Rules of the Academy.
2. The Contract employee shall be on contract service under the agreement for a period of three years with effect from 08.08.2018 i.e. dates of joining the post or for the period till the / she continues in contract service, whichever is earlier, on payment of Rs.1,57,600/- per month (as on 08.08.2018). In addition, the contract employees shall also be entitled for HRA, TPA and other allowances admissible under NJA policy. Further, the contract employee shall be eligible for annual increment of pay on satisfactory completion of one year service, subject to extant policy of NJA.
3. The Contract employee shall be a full time employee of the Academy and shall discharge to the best of his/her ability all duties and responsibilities assigned from time to time.

*[Signature]*  
 Registrar, National Judicial Academy  
 Bhopal  
 04/08/2018

*[Signature]*



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4. That the Contract Employees shall devote his/her whole time to the service of the Academy and shall not without permission of the Academy, engage, directly or indirectly in any trade or business whatsoever, or in any private service or any other work to which any emolument or honorarium is attached. However, this prohibition shall not apply to work undertaken with prior permission of the Competent Authority, in connection with the academic/research work and publication thereof.

5. (a) Notwithstanding anything herein before contained, the Competent Authority of the Academy shall be empowered to summarily terminate the engagement of the Contract Employee on the ground of misconduct in accordance with the provisions herein after set forth.

(b) The Competent Authority may, when he finds it necessary in the interest of the Academy, suspend the Contract Employee on the ground of misconduct. Thereafter, he shall report it to the next Higher Authority for approval.

(c) The Competent Authority or any officer appointed by him as Enquiry officer shall investigate all matters about the misconduct of the Contract Employee whether he / she has been suspended or not. The Contract Employee shall be notified in writing of the charges against him and shall be given not less than one week's time, which may be extended on good cause shown by such contract employee, to submit his explanation in writing.

The competent Authority or the Enquiry Officer may hear the Contract Employee and take such evidence as it may consider necessary and submit its report to the next higher authority / competent authority. The Competent Authority may thereafter, determine the continued engagement of the contract Employee where it deems that the misconduct of the Contract Employee deserves to be dealt with in that manner, after it has considered the explanation and the evidence, any, or the report of the Enquiry Officer, if one has been appointed.

(d) Where the termination of the Contract of service on the ground of misconduct is after suspension, the termination of Contract of service will be from the date as specified by the Competent Authority.

6. i) The Contract Employee shall be entitled to a monthly salary fixed on the following formula in the pay scale attached to the post (Pay in Pay Band + Grade Pay) + DA on total pay as per applicable rate + Transport Allowance + HRA (if NJA accommodation not availed) and any other allowance.

ii) In addition, the contract employee will also be entitled to EPF, Medical Insurance cover and any other allowances / perks admissible as per NJA policy.

iii) The leave facility and leave travel concession to the contract staff at par with the contract staff of the Government of India as per the GOI circular for staff serving on contract basis.

iv) The NJA provide medical insurance cover to the contract employee, his / her spouse, two dependent children & wholly dependent parents during the currency of contract period. However, in the event of contract employee leaving the services of NJA before completing the year of currency of insurance policy, the NJA shall have right to deduct the amount incurred in obtaining Medical

For Director, NJA  
(In the absence of the Director)  
(Signature)

LPA 566/2

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Signature Not Verified

Digitally Signed  
By: BHUPINDER SINGH  
ROHELLA  
Signing Date: 03.08.2023  
09:48:38



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*Insurance policy on pro rata basis for the remaining period of the medical insurance policy.*

v) *Annual increment will be admissible on completion of the year at the rate as per NJA policy in this behalf.*

7. The Contract service of the Contract Employee may, during the period of contract, be terminated by the Academy at any time by 30 days notice in writing or in lieu on payment of the salary for one month.

The Contract Employee may terminate his/her contract of service by giving to the Competent Authority 30 days notice in writing or an amount equivalent to the amount of the salary for one month in lieu of notice period.

IN WITNESS WHEREOF on the day and the year first above written, Registrar of the Academy has hereinto set his/her hand and the Contract Employee has hereinto set his/her hand.

*[Signature]*  
Signature of the Contract Employee

Name: *Dr. Geda Obaidi*

Address: *B. No. 4, NSA Campus  
Bhadrabada Road, Bhopal*

*[Signature]*  
Registrar  
National Judicial Academy  
Bhopal (M.P.)  
11/08/2023

Witness (Name & Address)

1. *Rajendra Kumar Dutt*  
*E-35, Nehru Nagar, Bhopal-3*

*[Signature]*

2. *Rajiv Choudhary*  
*57, Keshi East City*  
*Deshwara, Bhopal*

*[Signature]*

14. The aforesaid contract of service makes it abundantly clear that the appellant was all throughout a contractual employee, and her period of service was only for a period of three years w.e.f. 08.08.2018.



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15. The resolution of the EC makes it very clear that the EC of NJA resolved to continue the services of the appellant only up to 30.06.2023 as a contractual employee.

16. Learned senior counsel for the appellant has vehemently argued before this Court that the learned Single Judge has passed the impugned judgment without appreciating the document filed by the appellant and that the termination order dated 22.05.2023 was stigmatic, punitive and was passed in violation of principles of natural justice and fairplay & being punitive it casts a stigma on her.

17. It was also argued that the appellant was permitted to continue in service vide office order dated 28.07.2021 and her services could not have been put to an end in the manner and method adopted by NJA as she was appointed after following due process of selection. Learned counsel further contended that the decision taken by the EC and the order passed by the learned Single Judge deserve to be set aside.

18. Learned senior counsel further contended that the learned Single Judge has not taken into account the judgment delivered in the case of **K. Ragupathi** (supra) in its true perspective, as the appellant was appointed following a regular process of selection and her services were wrongly discontinued.

19. It was further argued that no adverse ACR was communicated to the appellant and no document was produced by NJA showing that her performance was not up to the mark, and therefore, in light of the judgment



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delivered in the case of *Devdutt Vs. Union of India*, (2008) 8 SCC 725, the order of discontinuance is bad in law.

20. Learned senior counsel further contended that the Show-Cause Notice issued by NJA in respect of feeding of stray dogs was clearly in teeth of the principles laid down by the Hon'ble Supreme Court in the case of *Animal Welfare Board of India Vs. A. Nagaraja & Others*, (2014) 7 SCC 547, and thus her services could not have been put to an end.

21. It was lastly argued that the performance of the appellant with the NJA was outstanding and she had a legitimate expectation of the contract being automatically renewed.

22. This Court has taken into account all the arguments canvassed by learned senior counsel for the appellant, the documents on record and the judgments cited by him.

23. The record of the case reveals that the Show-Cause Notice dated 01.02.2021 issued to the appellant has got no nexus with non-continuance of her services as the period of contract came to an end on 07.08.2021 though she was allowed to continue only up to 30.06.2023 vide resolution dated 13.05.2023 passed by the EC of the NJA. The resolution passed on 13.05.2023 makes it very clear that the appellant was permitted to continue only up to 30.06.2023 and no extension was further granted to her.

24. This Court notes that in *K. Ragupathi* (supra), the Hon'ble Supreme Court, while considering a document issued by the office of Town Planning & Research leveling various allegations against the appellant which was



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brought on record and his services were put to an end, was dealing with the statutory provisions contained in the Uttar Pradesh Gautam Buddha University Act, 2002, wherein, by virtue of Amendment Act of 2008 every employee in the University in the first instance was to be appointed under a written contract. It was in that backdrop, that the termination without holding any inquiry was held to be bad in law. In the present case, there is no such contingency involved as the appellant herein was purely a contractual employee whose services were not put to an end but with whom no fresh contract for a further period was executed by NJA. Thus, order passed by NJA is neither stigmatic nor punitive in nature, and therefore reliance upon *K. Ragupathi* (supra) is misplaced.

25. Reliance upon *Ratnesh Kumar Choudhary Vs. Indira Gandhi Institute of Medical Sciences, Patna, Bihar & Others*, (2015) 15 SCC 151 by the learned senior counsel for the appellant is also misplaced as in the said case, an inquiry was held behind the back of the delinquent employee, which prompted, the Hon'ble Supreme Court to direct reinstatement of the employee therein. In the present case, there is no such contingency involved as there was no inquiry in respect of the Show-Cause Notice, nor any disciplinary proceedings thereupon was called for. In fact, the present is an open and shut case, where after expiry of the contractual period, since there was no renewal, the appellant cannot try to overreach this Court by contending that she has been discontinued on account of the Show-Cause Notice. In the considered opinion of this Court, as the contract of service



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has not been renewed/ fresh contract has not been executed, the appellant does not have any right to continue after expiry of the contractual period.

26. Reliance by the learned senior counsel in *Pavanendra Narayan Verma Vs. Sanjay Gandhi PGI of Medical Sciences & Another*, (2002) 1 SCC 520, wherein, the appointment involved was on a probation basis and the Court therein was thus dealing with termination of services of a probationer, is misplaced as admittedly, in the present case the contractual period came to an end as there was no renewal by NJA. Thus, the appellant cannot be permitted to compare her case with that of a probationer keeping in view the clear terms of the contract of service involved. In any event, non-renewal of contract by NJA cannot be said to be termination.

27. Reliance by the learned senior counsel placed upon *Mangal Singh Vs. Chairman, National Research Development Corporation & Others*, (2009) 161 DLT 550 is also misplaced as it was a case pertaining to the appointment of Daily Wager, and thereafter, as a contractual employee and his termination on being found guilty of misconduct, as in the present case no such contingency is involved. The present is a simple case where the services of the appellant have not been extended after expiry of contractual period and there is no issue of her dismissal and/ or termination involved in the matter.

28. On the issue of principles of natural justice and fairplay, learned senior counsel has placed reliance upon:



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- (i) ***M.P. Power Management Company Limited, Jabalpur Vs. Sky Power Southeast Solar India Private Limited & Others***, (2023) 2 SCC 703;
- (ii) ***Madhyamam Broadcasting Limited Vs. Union of India & Others***, 2023 SCC OnLine SC 366; and
- (iii) ***Indu Bhushan Dwivedi Vs. State of Jharkhand & Another***, (2010) 11 SCC 278.

29. In the considered opinion of this Court, reliance placed upon aforesaid judgments is again misplaced. The present case is a case where the services of an employee have come to an end on account of the fact that the period of contract has come to an end. It is worthwhile to note that an employee like the appellant – who is party to a service contract knows fully well that the contract is valid for a particular period and merely because she has not been continued after expiry of the period, she is estopped to urge that the principles of natural justice have been violated.

30. Mr. Grover has also placed reliance upon judgment delivered in ***Somesh Thapliyal & Another Vs. Vice Chancellor, H.N.B. Garhwal University & Another***, (2021) 10 SCC 116. The said case was a case where the State University was established by Government of Uttar Pradesh under the provisions of the Government of Uttar Pradesh Universities Act and the State University was converted into Central University by invoking the statutory provisions under the Act of 2009 (Central Universities Act, 2009). The employees therein were appointed through a process of selection in the erstwhile University which was a State University, and later on, they became



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employees of the Central University. In that backdrop, as the appointments made under the scheme of rules/ statutory provisions by following the prescribed procedure were held to be substantive appointment and it was held that the substantive nature of appointments could not have been arbitrarily changed by mere insertion of such terms under the appointment letter without mention of the same anywhere prior thereto in the entire selection process.

31. The facts on record in present case establish that the advertisement issued on 11.06.2012 itself was very clear in respect of nature of employment. The applications were invited for the post of Professor on Deputation/ re-employment or on contractual basis and it was not made under statutory rules as it was an appointment in a society registered under the Societies Registration Act, 1860. The judgment in *Somesh Thapliyal* (supra) is distinguishable on facts. The advertisement dated 11.06.2012 is reproduced as under:

“ *NATIONAL JUDICIAL ACADEMY*  
*Bhadbhada Road, P.O. Suraj Nagar, Bhopal-462044 (M.P.)*  
*Website - www.nla.gov.in, EPABX-0755-2432500*  
*NJA/Adm./Rect Dated 11.06.2012*

**EMPLOYMENT NOTICE**

*The National Judicial Academy, an autonomous body, invites application from well qualified and hard working candidates to fill up following vacancies on Deputation/re-employment or Contract basis:*

| <i>Sl. No.</i> | <i>Name of Post</i> | <i>Pay band</i>    | <i>Grade pay</i> | <i>No of vacancy</i> |
|----------------|---------------------|--------------------|------------------|----------------------|
| <i>1.</i>      | <i>Professor</i>    | <i>37400-67000</i> | <i>10000/-</i>   | <i>03</i>            |



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|    |                                                                    |             |        |    |
|----|--------------------------------------------------------------------|-------------|--------|----|
| 2. | <i>Deputy Librarian</i>                                            | 15600-39100 | 7600/- | 01 |
| 3  | <i>Research Fellow</i>                                             | 15600-39100 | 5400/- | 04 |
| 4. | <i>Assistant<br/>Maintenance<br/>Engineer / Estate<br/>Officer</i> | 9300-34800  | 4600/- | 01 |
| 5. | <i>Maintenance<br/>Supervisor cum<br/>Technical<br/>Assistant</i>  | 5200-20200  | 2400/- | 02 |

*The incumbent selected for contractual appointment may be considered for regular appointment against sanctioned post, subject to outstanding performance and fulfilling the eligibility criteria as per NJA Recruitment policy.*

*For further details please visit [www.nja.gov.in](http://www.nja.gov.in)*

*Madhyam/60970/2012*

*REGISTRAR”*

32. The appointment order also makes it very clear that it was on contractual basis, and the contract was executed on 17.08.2014, meaning thereby, right from the time of issuance of advertisement till execution of contract, the petitioner was aware that she is being appointed as contractual employee, and therefore, judgment in *Somesh Thapliyal* (supra) is distinguishable on facts and no relief can be granted to the appellant/petitioner.

33. At this stage, the learned ASG has contended that the appellant is no longer an employee of NJA and the order passed by NJA is not a stigmatic order and further the Show-Cause Notice has also come to an end, the moment the appellant has not been granted any extension by the employer



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(NJA). Ld. ASG also contended that the question of holding the non-renewal of contract as stigmatic in the peculiar circumstances does not arise.

34. Now, adverting to the legal position, this Court notes that/ over a period of time in wake of the catena of judgments/ passed by the Hon'ble Supreme Court, followed by the High Courts across the country, there is no gain in saying that as per settled law the services of a contractual employee like the appellant herein is not a permanent service. That being so, such an employee has no, indefeasible right, to seek extension of employment. In view thereof, once the contract of service of the appellant has ended by efflux of time, she has no right to continue on her part and this Court cannot direct NJA to extend her contract or to enter into a fresh contract of service.

35. It is well settled principle of law that when the appointment of a person is contractual in nature and the tenure comes to an end by efflux of time, the person has got no right to continue on the post. The Apex Court in the case of *Director, Institute of Management Development, U.P. Vs. Pushpa Srivastava*, (1992) 4 SCC 33, has held as under:

*“20. Because the six months' period was coming to an end on February 28, 1991, she preferred the writ petition a few days before and prayed for mandamus which was granted by the learned Judge under the impugned judgment. The question is whether the directions are valid in law. To our mind, it is clear that where the appointment is contractual and by efflux of time, the appointment comes to an end, the respondent could have no right to continue in the post. Once this conclusion is arrived at, what requires to be examined is, in view of the services of the respondent being continued from time to time on 'ad hoc' basis for more than a year whether she is entitled to regularisation? The answer should be in the negative.*



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*However, reliance is placed by learned counsel on behalf of the respondent on the case in Jacob v. Kerala Water Authority [(1991) 1 SCC 28 : 1991 SCC (L&S) 25 : (1991) 15 ATC 697 : 1990 Supp (1) SCR 562] .*

x x x x x x x x x

*23. In the instant case, there is no such rule. The appointment was purely ad hoc and on a contractual basis for a limited period. Therefore, by expiry of the period of six months, the right to remain in the post comes to an end.” (emphasis supplied)*

36. In light of the aforesaid judgment, as the appointment was a contractual appointment for a limited period, the right to remain on the post comes to an end after expiry of the period and therefore, no relief can be granted to the petitioner as the period of contractual employment has come to an end.

37. The Hon’ble Supreme Court in paragraph 6 of the judgment delivered in ***L.M. Nath (Dr) v. S.K. Kacker (Dr)***, (1996) 1 SCC 229, has held as under:

*“6. We heard elaborate arguments on merits addressed by the learned counsel for the appellant as well as the contesting first respondent, only to satisfy our conscience, whether Division Bench of the High Court was justified at that stage, to interfere with the order. Giving our anxious consideration to the contentions, we think that the High Court was not at all justified in its interference. It is seen that the order of appointment of Dr Kacker as the Director, came to an end in the afternoon of 14-10-1995 since admittedly it is a tenure post. Unless there is an order expressly extending his tenure, he has no right to continue thereafter. The Court cannot*



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*exercise the power of the authorities under Rule 7(4) except when it deems legal to consider them to be so exercised for the reasons given in the order. After 14-10-1995 the first respondent cannot continue as Director unless he is appointed under Rule 7(4) which empowers the President or Institute Body to make an interim arrangement till a regular Director is appointed or for six months.”*

(emphasis supplied)

38. In the said case, the Hon’ble Supreme Court has held that an employee does not have a right to continue after the tenure is over unless there is an order expressly extending his tenure, and therefore, in the considered opinion of this Court, in light of the judgment in ***L.M. Nath*** (supra), the question of granting extension to the petitioner or continuing the petitioner in the service of the NJA does not arise.

39. In the case of ***Vidyavardhaka Sangha v. Y.D. Deshpande***, (2006) 12 SCC 482, the Hon’ble Supreme Court in paragraph 4 has held as under:

***“4. It is now well-settled principle of law that the appointment made on probation/ad hoc basis for a specific period of time comes to an end by efflux of time and the person holding such post can have no right to continue on the post. In the instant case as noticed above, the respective respondents have accepted the appointment including the terms and conditions stipulated in the appointment orders and joined the posts in question and continued on the said posts for some years. The respondents having accepted the terms and conditions stipulated in the appointment order and allowed the period for which they were appointed to have been elapsed by efflux of time, they are not now permitted to turn their back and say that their appointments could not be terminated on the basis of their appointment letters nor they could be treated as temporary employees or on contract basis. The submission made by the***



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*learned counsel for the respondents to the said effect has no merit and is, therefore, liable to be rejected. It is also well-settled law by several other decisions of this Court that appointment on ad hoc basis/temporary basis comes to an end by efflux of time and persons holding such post have no right to continue on the post and ask for regularisation, etc.”*

(emphasis supplied)

40. The Hon’ble Supreme Court has reiterated that an appointment made for a specific period of time comes to an end by efflux of time and the person holding such post can have no right to continue on that post.

41. In the present case, the contractual appointment has come to an end on 30.06.2023, and the EC of the NJA has decided not to grant any extension beyond 30.06.2023, therefore, the appellant does not have any right to continue on the post and ask for regularization.

42. In the case of ***Yogesh Mahajan v. AIIMS***, (2018) 3 SCC 218, the Hon’ble Supreme Court in paragraph 6 has held as under:

*“6. It is settled law that no contract employee has a right to have his or her contract renewed from time to time. That being so, we are in agreement with the Central Administrative Tribunal and the High Court that the petitioner was unable to show any statutory or other right to have his contract extended beyond 30-6-2010. At best, the petitioner could claim that the authorities concerned should consider extending his contract. We find that in fact due consideration was given to this and in spite of a favourable recommendation having been made, the All India Institute of Medical Sciences did not find it appropriate or necessary to continue with his services on a contractual basis. We do not find any arbitrariness in the view taken by the authorities concerned and therefore reject this contention of the petitioner.”* (emphasis supplied)



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43. The Hon'ble Supreme Court was dealing with a case of a contractual employee and has held that the contractual employee has no right to have his/ her contract renewed from time to time and therefore, in light of the said judgment, this Court does not find any reason to interfere with the order passed by the respondents.

44. In the case of ***Rajasthan SRTC v. Paramjeet Singh***, (2019) 6 SCC 250, the Hon'ble Supreme Court in paragraphs 8 to 10 has held as under:

*"8. We find merit in the submission. The terms of the appointment indicate that the respondent was on a purely contractual appointment and that the services could be dispensed with without notice at any stage.*

*9. The learned Single Judge of the High Court relied upon a decision of this Court in Hari Ram Maurya v. Union of India [Hari Ram Maurya v. Union of India, (2006) 9 SCC 167 : 2006 SCC (L&S) 1677] . That case is, however, distinguishable since it was found by this Court that the removal was on the ground that the employee, though he was engaged on a temporary basis, was guilty of a charge of bribery.*

*10. Having regard to the terms of the contractual engagement, we are of the view that the action of the appellant cannot be faulted. We accordingly allow the appeal and set aside the impugned judgment and order [Rajasthan SRTC v. Paramjeet Singh, Special Appeal Writ No. 859 of 2016, order dated 19-9-2016 (Raj)] of the High Court. In consequence, the writ petition filed by the respondent shall stand dismissed. However, there shall be no order as to costs." (emphasis supplied)*

45. In the aforesaid case the terms of appointment of the employee reflected that it was purely a contractual appointment and the services could be dispensed with without any notice at any stage, and in those circumstances, the discontinuance was upheld, and therefore, in light of the



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aforesaid judgment, the question of continuing the petitioner in the services of NJA does not arise.

46. In the case of *Vidyavardhaka Sangha v. Y.D. Deshpande*, (2006) 12 SCC 482, in paragraph 4 has held as under:

*“4. It is now well-settled principle of law that the appointment made on probation/ad hoc basis for a specific period of time comes to an end by efflux of time and the person holding such post can have no right to continue on the post. In the instant case as noticed above, the respective respondents have accepted the appointment including the terms and conditions stipulated in the appointment orders and joined the posts in question and continued on the said posts for some years. The respondents having accepted the terms and conditions stipulated in the appointment order and allowed the period for which they were appointed to have been elapsed by efflux of time, they are not now permitted to turn their back and say that their appointments could not be terminated on the basis of their appointment letters nor they could be treated as temporary employees or on contract basis. The submission made by the learned counsel for the respondents to the said effect has no merit and is, therefore, liable to be rejected. It is also well-settled law by several other decisions of this Court that appointment on ad hoc basis/temporary basis comes to an end by efflux of time and persons holding such post have no right to continue on the post and ask for regularisation, etc.”*

(emphasis supplied)

47. In light of the aforesaid judgment, as renewal is not automatic, termination of relationship on completion of tenure is automatic, the question of setting aside the order not granting any further extension, does not arise. It is reiterated that renewal of contract is at the sole discretion of the employer, and in the present case, the order passed by the employer is



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neither stigmatic, nor punitive, and therefore, this Court does not find any reason to interfere with the order passed by the NJA and the order passed by the learned Single Judge. The net result is that the appeal fails and is, accordingly, dismissed.

**(SATISH CHANDRA SHARMA)**  
**CHIEF JUSTICE**

**(SAURABH BANERJEE)**  
**JUDGE**

**AUGUST 02, 2023**

*B.S. Rohella*