

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

**WRIT PETITION NO.10393 OF 2025
ALONG WITH
INTERIM APPLICATION NO.12509 OF 2025**

Dr. Dinkar Kisan Choudhari,	]	.. Petitioner/
R/o. Morwadi, Pimpri, Pune	]	Applicant
<i>Versus</i>		
1. Union of India,	]	
Through Ministry of Defence, New Delhi	]	
2. E-in Cs Branch/E(Trg),	]	
IHQ of MOD (Army),	]	
PIN-908710 C/o. 56 APO	]	
3. HQ ARTRAC (TT-1),	]	
PIN-908548, C/o. 56 APO	]	
4. College of Military Engineering (CME),	]	
Dapodi, Pimpri-Chinchwad, Maharashtra	]	.. Respondents

**ALONG WITH
CONTEMPT PETITION NO.642 OF 2025
IN
WRIT PETITION NO.10393 OF 2025**

Dr. Dinkar Kisan Choudhari,	]	.. Petitioner
R/o. Morwadi, Pimpri, Pune	]	
<i>Versus</i>		
1. Rajesh Kumar Singh	]	
The Secretary, Ministry of Defence, New Delhi	]	
2. Lt. General Arvind Walia, AVSM,	]	
Engineer, Chief EC Branch, Kashmir House,	]	
DHQ PO, New Delhi	]	
3. Lt. General Devendra Sharma,	]	
HQ, Army Training Command ARTRAC,	]	
Annadale, Shimla, Himachal Pradesh	]	
4. Lt. General A.K. Rakesh Sharma,	]	
Commandant College of Military Engineering,	]	
Dapodi, Pimpri-Chinchwad, Maharashtra	]	.. Respondents

**ALONG WITH
WRIT PETITION NO.8214 OF 2025**

1. Union of India,	]	
Through Ministry of Defence, New Delhi	]	
2. E-in Cs Branch/E(Trg),	]	
IHQ of MOD (Army),	]	
PIN-908710 C/o. 56 APO	]	

3. HQ ARTRAC (TT-1),
PIN-908548, C/o. 56 APO
4. College of Military Engineering (CME),
Dapodi, Pimpri-Chinchwad, Maharashtra] .. Petitioners

Versus

1. Dr. Dinkar Kisan Chaudhari,
R/o. Morwadi, Pimpri, Pune
2. Rupalee Dharmapal Sukhadeve,
R/o. DSK Frangipani,
Sadhu Waswani Chowk, Pune
3. Mukundraj Vilasrao Patil,
R/o. Choudhary Palace, Gajanan Nagar, Pune] .. Respondents

Mr. R.R. Shetty, Senior Advocate, with Mr. Vishal P. Shirke, Advocate for the Petitioner in CP/642/2025, WP/10393/2025 and for Respondent Nos.1 and 2 in WP/8214/2025.

Mr. Aniruddha A. Garge, Advocate for the Petitioners in WP/8214/2025 and for the Respondents in WP/10393/2025 and CP/642/2025.

**CORAM : SHREE CHANDRASHEKHAR, CJ. &
GAUTAM A. ANKHAD, J.**

DATE : 11TH NOVEMBER 2025.

JUDGMENT : { PER, GAUTAM A. ANKHAD, J. }

These are cross-petitions challenging the impugned order dated 23rd July 2024 passed by the Central Administrative Tribunal, Mumbai Bench, in Original Application No.669 of 2023. For the sake of convenience, Dr. Chaudhari who was one of the original applicants before the Tribunal is referred to as the 'petitioner' in this order, and the Union of India and its entities/officers are referred to as the 'respondents'. This common order disposes of both the petitions.

2. Pursuant to an advertisement, the petitioner was appointed as an Assistant Professor on contractual basis with the College of Military Engineering in the year 2017. He was appointed every

year until 31st March 2023 and from 3rd April 2023 to 30th April 2023 on contract basis. Each year, a fresh advertisement was issued and a fresh contract was signed. On 19th April 2023, the petitioner along with other applicants filed Original Application No.669 of 2023 before the Tribunal *inter alia* claiming:

- “b) To direct the respondent to regularize the service of the petitioners as Assistant Professors in the College of Military Engineering, Pune by giving the effect of permanency in service since first appointment.*
- c) To direct the respondents herein to grant the benefits of seniority, age relaxation and other consequential benefits including the benefits of pay-fixation and other benefits for purposes of fixation of pension to the applicants from the date of initial appointment of applicants as Assistant Professors as is granted to similarly situated permanent employees.*
- d) Respondent be directed to release the arrears of pay and all service benefits as per AICTE Regulation 2019/UGC Acts Regulation 2018 from the date of initial appointment.*
- e) To direct the respondents herein to consider the full time experience of other private Engineering Institutes for CAS benefits.”*

3. The Tribunal by the impugned order dated 23rd July 2024 denied the regularization of the service, but granted the monetary relief to the petitioner and the other applicants as follows:

- “(a) O.A is partly allowed. The relief of regularization is rejected.*
- (b) The respondents are directed to pay the gross salary per month as admissible to the Assistant Professors from the date of their appointment till their termination.*
- (c) Rest of the reliefs are rejected.”*

4. Aggrieved by the impugned order, Writ Petition No.8214 of 2025 is filed by the respondents-Union of India against the order and direction of prayer (b) quoted above. Writ Petition No.10393 of 2025 is filed by the petitioner challenging the rejection of regularization of his service. An additional challenge is laid by him to the order dated 23rd November 2024, by which Review Application No.42 of 2024 in the Original Application was dismissed.

5. By a common order dated 29th July 2025, both these petitions were admitted and, by way of an interim relief, the respondents were directed to appoint the petitioner and others on an ad-hoc basis during the pendency of this petition till the regularly selected candidates are available. It was further directed that in the event the respondent-College of Military Engineering decides to fill the post on regular basis, it was open to the petitioner to participate in the process or approach this Court for appropriate reliefs. Contempt Petition No.642 of 2025 is filed in this Court by the petitioner alleging breach of the order dated 29th July 2025.

6. Mr. R.R. Shetty, the learned senior counsel for the petitioner submits that the Tribunal erroneously rejected the prayer for regularization on the grounds that the petitioner was not in service on the date of filing the Original Application and that he was not appointed through the Union Public Service Commission (UPSC). He submits that the Tribunal failed to appreciate the documentary evidence, including the appointment letter granting engagement from 3rd April 2023 to 30th April 2023. He submits that all procedural requirements for a regular appointment were duly complied with and that the petitioner was entitled to a continuous appointment as Assistant Professor for four years from 2018, and thereafter to the post of Associate Professor. According to him, the Tribunal further erred in dismissing the Review Petition by reiterating that the petitioner was not in service on the date of filing of the Original Application. Mr. Shetty submits that the petitioner is also entitled to salary at par with other Assistant Professors in accordance with the UGC Notification dated 18th July 2018. In support of his submissions, he relied upon the decision in “*Shah Samir Bharatbhai & Ors. v. State of Gujarat & Ors.*” 2025

SCC OnLine SC 1788.

7. Mr. Aniruddha Garge, the learned counsel for the respondents denied the aforesaid contentions and submits that the petitioner's engagement was purely contractual and incapable of being regularized. He submits that the petitioner served only upto 31st March 2023 on a contractual basis, following which he was granted a further contractual appointment for one month, that is, from 3rd April 2023 to 30th April 2023. Thereafter, despite fresh advertisements issued by the department, the petitioner was not selected. He submits that the regular post is required to be filled through the UPSC. Since the petitioner's appointment is not through UPSC, he is neither eligible for regularization nor entitled to any benefits available to the regular employees. A contractual appointment does not confer any right upon the petitioner to claim parity with regular employees. In support of his submissions, Mr. Garge relied upon the judgments in "*State of Maharashtra & Ors. v. Anita & Anr.*" (2016) 8 SCC 293 and "*Ganesh Digamber Jambhrunkar & Ors. v. State of Maharashtra & Ors.*" 2023 SCC OnLine SC 1417. In view of the above, he submits that Writ Petition No.8214 of 2025 filed by the Union of India deserves to be allowed, and Writ Petition No.10393 of 2025 filed by the petitioner is liable to be dismissed.

Reasons and findings:

8. We have perused the records and heard the learned counsels for the parties. The contentions in both the writ petitions are dealt with together. In our view, the impugned order is well reasoned and warrants no interference.

9. It is not in dispute that pursuant to the advertisement published in 2017, the petitioner was appointed on contract basis.

On completion of the contractual period, a fresh advertisement was published and the petitioner applied for the same as a fresh candidate along with others. The petitioner was conscious that the appointment is on a contractual basis. Clause 8 of the agreement records:

“The contract appointment will not bestow on the appointee any claim for regular appointment nor the contract tenure at the College of Military Engineering, Pune will count for any kind of seniority in the grade/past services for pensionary benefits etc. in case the incumbent is selected for the same post on regular post at a later stage”.

10. The petitioner was not selected by the UPSC but was appointed through an advertisement on contractual basis. The regular appointments can be made to the sanctioned permanent posts only through the process selection done by UPSC. We are of the view that the impugned order correctly holds that the petitioner is not entitled to regularization of his service. Mr. Garge’s reliance on “*State of Maharashtra & Ors. v. Anita & Anr.*” (2016) 8 SCC 293 is well placed, wherein it is held that when the appointments are contractual, the petitioner is not entitled to claim any right or interest of permanent service in the government. The relevant portion of the judgment read as under:

“15. The above terms of the agreement further reiterate the stand of the State that the appointments were purely contractual and that the respondents shall not be entitled to claim any right or interest of permanent service in the Government. The appointments of the respondents were made initially for eleven months but were renewed twice and after serving the maximum contractual period, the services of the respondents came to an end and the Government initiated a fresh process of selection. The conditions of the respondents’ engagement are governed by the terms of agreement. After having accepted the contractual appointment, the respondents are estopped from challenging the terms of their appointment. Furthermore, the respondents are not precluded from applying for the said posts afresh subject to the satisfaction of other eligibility criteria.”

11. In “*Ganesh Digamber Jambhrunkar & Ors. v. State of Maharashtra & Ors.*” 2023 SCC OnLine SC 1417, the Hon’ble

Supreme Court has held:

“4. We appreciate the argument of the petitioners that they have given best part of their life for the said college but so far as law is concerned, we do not find their continuous working has created any legal right in their favour to be absorbed. In the event there was any scheme for such regularization, they could have availed of such scheme but in this case, there seems to be none. We are also apprised that some of the petitioners have applied for appointment through the current recruitment process. The High Court has rejected their claim mainly on the ground that they have no right to seek regularization of their service. We do not think any different view can be taken.”

12. The Hon’ble Supreme Court has held in *“University of Delhi VS. Delhi University Contract Employees Union”* (2021) 16 SCC 71, that contractual employees cannot claim the relief of regularization, as per the law laid down in *“State of Karnataka v. Umadevi”* (2006) 4 SCC 1. In view of the above well settled law, the Tribunal has rightly rejected the petitioner’s Original Application and the Review Petition seeking regularization of his appointment.

13. As regards the respondents’ Writ Petition No.8214 of 2025 challenging the direction to pay to the petitioner the gross salary per month as admissible to the Assistant Professors from the date of their appointment till their termination, we find that the Tribunal has considered the arguments and given sufficient reasons at paragraphs 24 to 28 of the impugned order. Regulation 13 of the UGC Regulations read as under:

“13. Appointments on Contract Basis:

The teachers should be appointed on contract basis only when it is absolutely necessary and when the student-teacher ratio does not satisfy the laid-down norms. In any case, the number of such appointments should not exceed 10% of the total number of faculty positions in a College/University. The qualifications and selection procedure for appointing them should be the same as those applicable to a regularly-appointed teacher. The fixed emoluments paid to such contract teachers should not be less than the monthly gross salary of a regularly-appointed Assistant Professor. Such appointments should not be made initially for more than one academic session, and the performance of any such entrant teacher should be reviewed

for academic performance before reappointing him/her on contract basis for another session. Such appointments on contract basis may also be resorted to when absolutely necessary to fill vacancies arising due to maternity leave, child-care leave etc.”

14. The Tribunal correctly held that after the applicant is appointed on contract basis, the fixed emoluments to such contractual teacher should not be less than the monthly salary of a regularly appointed Assistant Teacher. The salary of the Assistant Teacher has not been disclosed in the petition. There is no provision in the contract which holds that the applicant shall draw only Rs.31,500/- per month. The respondents are bound by the Regulation 13 of the UGC regulations. Thus, an employee engaged for the same work cannot be paid less than another who performs the same duties and responsibilities. In our view, the Tribunal has correctly held that the applicant along with others similarly placed is entitled to the payment of gross salary as is paid to the Assistant Professor from the date of their appointment until termination. In “*Shah Samir Bharatbhai*”, the Hon’ble Supreme Court has held:

“22. In “Sabha Shanker Dube v. Divisional Forest Officer” (2019) 12 SCC 297 while drawing the distinction between claims for regularization and parity in pay, this Court affirmed the constitutional principle of equal pay for equal work and held:

“12. In view of the judgment in “State of Punjab v. Jagjit Singh” (2017) 1 SCC 148, we are unable to uphold the view of the High Court that the appellants herein are not entitled to be paid the minimum of the pay scales. We are not called upon to adjudicate on the rights of the appellants relating to the regularisation of their services. We are concerned only with the principle laid down by this Court initially in “State of U.P. v. Putti Lal” (2006) 9 SCC 337 relating to persons who are similarly situated to the appellants and later affirmed in “Jagjit Singh” that temporary employees are entitled to minimum of the pay scales as long as they continue in service.”

15. For all the above reasons, **both Writ Petition No.8214 of**

2025 and Writ Petition No.10393 of 2025 are dismissed. Interim Application No.12509 of 2025 and Contempt Petition No.642 of 2025 do not survive and are dismissed. There shall be no order of costs.

[GAUTAM A. ANKHAD, J.]

[CHIEF JUSTICE]