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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 07.04.2025

CORAM

THE HONOURABLE MR. JUSTICE C.V.KARTHIKEYAN

W.P.No. 7789 of 2025

J.Venugopal

... Petitioner

..Vs..

1. The NLC India Ltd.,
(formerly NLC Ltd.,)
Rep. by its Chairman and Managing Director
Corporate Office, Block-I
Neyveli – 607 801.
 2. The General Manager
Land Acquisition, LA-R (Department)
Neyveli-7.
 3. The Special Deputy Collector
Land Acquisition
Neyveli-2.
 4. The Special Tahsildar / Land Acquisition Officer
Neyveli-2.
- ... Respondents

PRAYER: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the first respondent herein to provide employment to the petitioner under the first respondent Corporation



in any one of the vacancies pursuant to his educational qualification, based on the recommendation of the third respondent dated 28.02.2001 or based on his long and continuous service as contract labour under several camouflage contractors of the first respondent.

For Petitioner	:: Mr. A.R.Suresh
For RR 1 & 2	:: Mr. N.Nithiyanandham
For RR 3 & 4	:: Mr.V.Nanmaran Additional Government Pleader

ORDER

The Writ Petition has been filed in the nature of a Writ of Mandamus seeking a direction against the first respondent to provide employment to the petitioner under the first respondent Corporation in any of the vacancy in accordance with his educational qualification. The petitioner also placed his reliance on the recommendation of the third respondent on 28.02.2001 or based on his long and continuous service as Contract Labour under several camouflage contractors of the first respondent.



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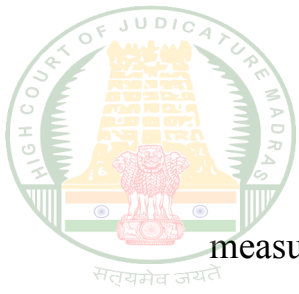
2. In the affidavit filed in support of the Writ Petition, it had been stated that the maternal grandfather of the petitioner Deivanayagam Pillai was a Karnam of Athipattu Village in Virudachalam Taluk / Kurinjipadi Taluk. The lands had been acquired by the Neyveli Lignite Corporation. The lands which were standing in the name of the father of the petitioner were also acquired which details as given:-

“

<i>S.No.</i>	<i>Survey No.</i>	<i>Extent</i>
1.	297/3	0.50 cents
2.	297/6	0.48 cents
3.	297/4	0.55 cents
4.	297/7	0.46 cents
5.	246/5	0.43 cents
6.	246/7	0.51 cents
7.	196/1	0.86 cents
8.	196/4	0.42 cents
9.	Plot No.7/10	0.40 cents

”

3. It had been stated that independent of these lands, the lands which had stood in the name of the mother of the petitioner in S.No. 224/24,



measuring 0.06 cents at Periya Kurichi in Kizhkuppam, Pudhunagar had also been acquired. The first respondent held out a scheme called rehabilitation of Families, Displaced by Acquisition of Lands for providing employment to any one of the members of the family to the lands were established Neyveli Lignite Corporation. It is contended that the scheme provides for the following:-

- “Priority-1 Person who have given house with house site*
- Priority-2 Person who have given house with house site and lands*
- Priority-3 Person who have given their entire lands (lands only)*
- Priority-4 Person who have given part of their lands.”*

4. The petitioner's mother had sought employment for the petitioner and the third respondent had also approved the same. The petitioner had been however working on contract employment continuously under various contractors of the respondent. He had been exploited but his employment had not been made regularised. It is under those circumstances that the Writ Petition has been filed.

5. The learned counsel for the first and third respondents sought time for filing counter affidavit but however the facts show that the lands of the



petitioner had actually been acquired and the first and third respondents also admit that among other schemes, they also a scheme to grant employment to anyone member of the family whose lands have been acquired. There cannot be any denial or dispute over the fact that the lands of the petitioner had been acquired.

6. It is only a legitimate expectation held that the petitioner would be granted opportunity atleast on the basis of the recommendation given by the third respondent. The petitioner had however been given contract work continuously under various contractors of the respondents.

7. In 2024 SCC OnLine SC 3826 [*Jaggo Vs. Union of India and Ors.*]

wherein paragraph Nos. 25 to 27 are as follows:-

“25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term



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obligations owed to employees. These practices manifest in several ways:

- *Misuse of “Temporary” Labels: Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labeled as “temporary” or “contractual,” even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.*

- *Arbitrary Termination: Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.*

- *Lack of Career Progression: Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.*

- *Using Outsourcing as a Shield: Institutions increasingly resort to outsourcing roles performed by*



temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.

- *Denial of Basic Rights and Benefits: Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.*

26. While the judgment in Uma Devi (supra) sought to curtail the practice of backdoor entries and ensure appointments adhered to constitutional principles, it is regrettable that its principles are often misinterpreted or misapplied to deny legitimate claims of long-serving employees. This judgment aimed to distinguish between “illegal” and “irregular” appointments. It categorically held that employees in irregular appointments, who were engaged in duly sanctioned posts and had served continuously for more than ten years, should be considered for regularization as a one-time measure. However, the laudable intent of



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the judgment is being subverted when institutions rely on its dicta to indiscriminately reject the claims of employees, even in cases where their appointments are not illegal, but merely lack adherence to procedural formalities. Government departments often cite the judgment in Uma Devi (supra) to argue that no vested right to regularization exists for temporary employees, overlooking the judgment's explicit acknowledgment of cases where regularization is appropriate. This selective application distorts the judgment's spirit and purpose, effectively weaponizing it against employees who have rendered indispensable services over decades.

27. In light of these considerations, in our opinion, it is imperative for government departments to lead by example in providing fair and stable employment. Engaging workers on a temporary basis for extended periods, especially when their roles are integral to the organization's functioning, not only contravenes international labour standards but also exposes the organization to legal challenges and undermines employee morale. By ensuring fair employment practices, government institutions can reduce the burden of unnecessary litigation, promote job security, and uphold the principles of justice and fairness that they are meant to embody. This approach



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aligns with international standards and sets a positive precedent for the private sector to follow, thereby contributing to the overall betterment of labour practices in the country.”

8. The Hon'ble Supreme Court had very clearly stated that the contract workers, who had been employed continuously should also be granted status and should not be rejected merely because they have been working as Contract Labourer or on daily wages.

9. It had also been stated by the Hon'ble Supreme Court that the State should act as a model employer. The first respondent herein as a public sector undertaking had a responsibility to the family members, whose lands had been acquired for the construction of Neyveli Lignite Corporation. They have a scheme and they must implement the scheme and they cannot avoid implement it of the scheme or implemented in favour of a few persons and refrain from implementing it with respect to others. There cannot be also exploitation of labour by continuously forcing an individual to work only on contract or on daily wages.

10. In view of these reasons, I would issue a Mandamus to the first



and third respondents to examine the application given by the petitioner herein and the recommendation of the third respondent and grant any employment commensurate to the educational qualification of the petitioner herein. Necessary exercise in this connection must be completed within a period of 8 weeks from the date of receipt of a copy of this order.

11. The Writ Petition stands allowed. No order as to costs.

07.04.2025

vsg

Index: Yes/No

Internet: Yes/No

To

1. Chairman and Managing Director
The NLC India Ltd.,
(formerly NLC Ltd.)
Corporate Office, Block-I
Neyveli – 607 801.
2. The General Manager
Land Acquisition, LA-R (Department)
Neyveli-7.
3. The Special Deputy Collector



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Land Acquisition
Neyveli-2.

4. The Special Tahsildar / Land Acquisition Officer
Neyveli-2.

C.V.KARTHIKEYAN, J.,

vsg

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