



IN THE HIGH COURT OF JUDICATURE AT MADRAS

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RESERVED ON : 08.04.2025

PRONOUNCED ON : 30.04.2025

CORAM

THE HONOURABLE MR. JUSTICE C.V.KARTHIKEYAN

W.P.Nos. 25621, 26081, 25968, 26085, 26093, 25961, 26089, 26088,
25939, 25966, 25935, 25930, 25964, 25959, 25648, 25644, 25632, 25627,
25929 & 25936 of 2024

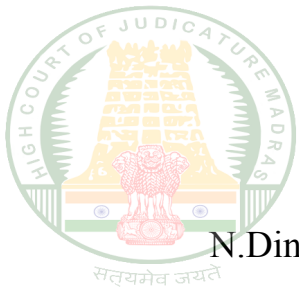
And

W.M.P.Nos. 27976, 28486, 28351, 28493, 28500, 28343, 28496, 28495,
28310, 28348, 28307, 28301, 28346, 28341, 28015, 28007, 27992, 27986,
28305 & 28308 of 2024

And

W.M.P.Nos. 4118, 4268, 4267, 4123, 4119, 4266, 4116, 4115, 4269, 4271,
4270 & 4114 of 2025

T.Ramesh	... Petitioner in W.P.No. 25621/2024
Ashutosh Singh	... Petitioner in W.P.No. 26081/2024
S.Patturajan	... Petitioner in W.P.No. 25968/2024
P V Karunakaran	... Petitioner in W.P.No. 26085/2024
Vidyadhar Atkore	... Petitioner in W.P.No. 26093/2024
Arun, P.R	... Petitioner in W.P.No. 25961/2024
Honnavalli N.Kumara	... Petitioner in W.P.No. 26089/2024
R.Jayakumar	... Petitioner in W.P.No. 26088/2024



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N.Dinesh Kumar

... Petitioner in W.P.No. 25939/2024

Aneesh K Abraham

... Petitioner in W.P.No. 25966/2024

Aditi Mukherjee

... Petitioner in W.P.No. 25935/2024

S.Babu

... Petitioner in W.P.No. 25930/2024

Mareeswaran K

... Petitioner in W.P.No. 25964/2024

Manchi Shirish S

... Petitioner in W.P.No. 25959/2024

Riddhika Ramesh

... Petitioner in W.P.No. 25648/2024

Mahendiran Mylswamy

... Petitioner in W.P.No. 25644/2024

Goldin Quadros

... Petitioner in W.P.No. 25632/2024

R.Naresh Kumar

... Petitioner in W.P.No. 25627/2024

Rajah Jayapal

... Petitioner in W.P.No. 25929/2024

Shomita Mukherjee

... Petitioner in W.P.No. 25936/2024

..Vs..

1. The Director
Wildlife Institute of India
Chandrabani
Dehradun
Uttarakhand – 248 001.

2. The Director
WII-SACON



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Salim Ali Centre for Ornithology and Natural History
South India Centre of Wildlife Institute of India
Anaikatty Post, Coimbatore – 641 108.

... Respondents in all W.Ps.

PRAYER IN W.P.No. 25621/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Senior Scientist till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

PRAYER IN W.P.No. 26081/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Scientist till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

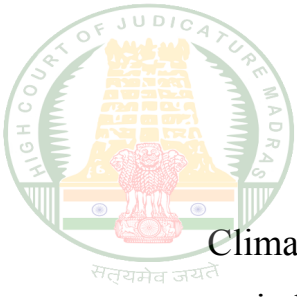
PRAYER IN W.P.No. 25968/2024: Petition under Article 226 of the



Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Administrative Assistant till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

PRAYER IN W.P.No. 26085/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Senior Principal Scientist till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

PRAYER IN W.P.No. 26093/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Scientist till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and



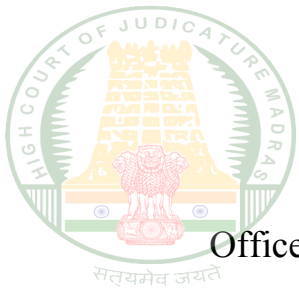
Climate Change, Government of India, dated 25.04.2023 in the time bound period.

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PRAYER IN W.P.No. 25961/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Senior Principal Scientist till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

PRAYER IN W.P.No. 26089/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Principal Scientist till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

PRAYER IN W.P.No. 26088/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Administrative



Officer till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

PRAYER IN W.P.No. 25939/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Attendant till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

PRAYER IN W.P.No. 25966/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Finance Officer till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

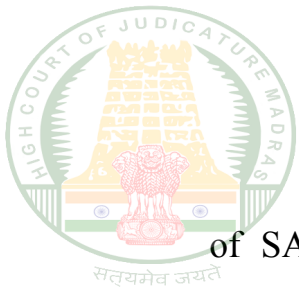


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PRAYER IN W.P.No. 25935/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Extension Officer (Scientist) till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

PRAYER IN W.P.No. 25930/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Senior Scientist till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

PRAYER IN W.P.No. 25964/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Accountant till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger



of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

PRAYER IN W.P.No. 25959/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Principal Scientist till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

PRAYER IN W.P.No. 25648/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Senior Scientist till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

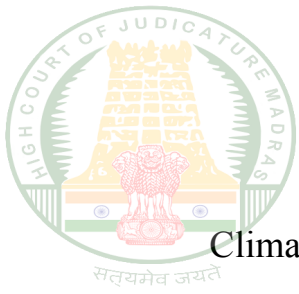
PRAYER IN W.P.No. 25644/2024: Petition under Article 226 of the



Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Senior Scientist till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

PRAYER IN W.P.No. 25632/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Principal Scientist till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

PRAYER IN W.P.No. 25627/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Driver till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and



Climate Change, Government of India, dated 25.04.2023 in the time bound period.

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PRAYER IN W.P.No. 25929/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Senior Principal Scientist till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

PRAYER IN W.P.No. 25936/2024: Petition under Article 226 of the Constitution of India, praying for the issue of a Writ of Mandamus directing the respondents to regularise and confirm the petitioner as Senior Principal Scientist till superannuation with all benefits including promotion, retirement benefits, at par with the employees of Wildlife Institute of India (WII) after the merger of SACON maintaining the seniority as per the order in Ref.F.No.FC-11/172/2022-DGF issued by the Ministry of Environment, Forests and Climate Change, Government of India, dated 25.04.2023 in the time bound period.

For Petitioners in
all W.Ps.

:: Mr. K.Venkatramani
Senior Counsel
for Mr. K.Mohana Murali



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For Respondents in
all W.Ps.

:: Mr. ARL. Sundaresan
Additional Solicitor General
Assisted by Mr.K.Srinivasa Murthy
Standing Panel Counsel

COMMON ORDER

All these Writ Petitions have been filed in the nature of a Mandamus seeking a direction against the respondents to regularise and confirm the respective services of the petitioners till they attain the age of superannuation and also grant service benefits including promotion and other retirement benefits on par with employees of Wildlife Institute of India (WII).

2. It had also been contended that necessary service benefits should be extended after the merger of Salim Ali Centre for Ornithology and Natural History (SACON) with Wildlife Institute of India (WII).

3. In view of the fact that the reliefs sought in all the Writ Petitions are common and all the Writ Petitioners were also employees in senior positions and in other administrative and ministerial positions of SACON



and have raised the same grounds seeking protection of their services and arguments had also been advanced in common by both the learned Senior Counsel for the petitioner and by the learned Additional Solicitor General for the respondents, a common order is passed.

4. Let me take up as an illustration the facts as stated in W.P.No. 25621 of 2024.

5. The writ petitioner, T.Ramesh had been selected as Scientist in Conservation Ecology in SACON consequent to an application made by him for the said post pursuant to an advertisement in the Employment News in August 2016 calling for applications. He was selected as a direct recruit.

6. It must be stated that the Salim Ali Centre for Ornithology and Natural History (SACON) was established in the year 1990 and had been registered as a Society under the Societies Registration Act 1860 and was functioning as a Centre of Excellence under the Ministry of Environment, Forests and Climate Change, Government of India.



7. It had been contended that each one of the writ petitioners had been appointed on direct recruitment following the procedure laid down under the rules of SACON against various capacities / designations on regular and sanctioned posts of Government of India.

8. The petitioner T.Ramesh who was selected for the post of Scientist-Conservation Ecology had received an offer of appointment by letter dated 03.04.2017 on a regular pay scale as per the 6th Central Pay Commission with all attendant benefits, but however on contract basis for a period of 5 years against the sanctioned post approved by the Government of India.

9. The petitioner had further contended that he and also the other writ petitioners had been issued with permanent identity cards giving their dates of superannuation and their salary was also paid on monthly basis and annual CPF statements were also issued. There was also a period of probation and later an order declaring probation was also issued by SACON. Thereafter on the implementation of the 7th Central Pay Commission, the pay band of the petitioner and other writ petitioners were also revised in



accordance with the recommendations.

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10. The petitioner was also granted promotion to the next grade of Senior Scientist with an increase in the pay scale. His contract of 5 years was extended for a further period of 5 years.

11. The petitioner and other writ petitioners, who had been selected on the basis of their educational qualifications and expertise in their respective fields were also sent on deputation to other similar institutes in other countries.

12. The petitioner, with the approval of Chairperson, Governing Body, Wildlife Institute of India (WII) and the Secretary, Ministry of Environment, Forests and Climate Change, Government of India was sent on deputation to Max Planck Institute of Animal Behavior, Germany for a period of six months. The eligibility to avail this Fellowship was to be an employee of a permanent post. He was also endorsed to act as guide for PhD Scholars and on the date of filing of the Writ Petition, there were six



full time PhD Scholars registered under him for their academic progression.

The petitioner claimed that therefore, he had a reasonable right to have a legitimate expectation that his services would be regularised and even if the contract is to be extended, the contract would not be unceremoniously and unilaterally frustrated.

13. In the affidavit filed, the details of the faculty and staff members and their designations and their respective dates of joining had been given.

The following are the details:-

<i>Sl.No.</i>	<i>Name</i>	<i>Present Designation</i>	<i>Date of Birth</i>	<i>Age as on date</i>	<i>Date of Joining</i>
1.	Dr.P.R.Arun	Senior Principal Scientist	30.05.1971	53 years	12.10.2010
2.	Dr.Shomita Mukherjee	Senior Principal Scientist	01.12.1966	57 years	01.03.2010
3.	Dr.Rajah Jayapal	Senior Principal Scientist	16.09.1970	53 years	21.03.2012
4.	Dr.P.V.Karunakaran	Senior Principal Scientist	10.04.1965	59 years	19.03.2012
5.	Dr.Goldin Quadros	Principal Scientist	18.04.1971	53 years	01.08.2011



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<i>Sl.No.</i>	<i>Name</i>	<i>Present Designation</i>	<i>Date of Birth</i>	<i>Age as on date</i>	<i>Date of Joining</i>
6.	Dr.Manchi Shirish S	Principal Scientist	17.01.1980	44 years	30.09.2009
7.	Dr.H.N.Kumara	Principal Scientist	20.05.1972	52 years	01.03.2010
8.	Dr.S.Babu	Senior Scientist	25.06.1980	44 years	23.05.2012
9.	Dr.Mahendiran. M	Senior Scientist	29.07.1976	48 years	30.05.2011
10.	Dr.T.Ramesh	Senior Scientist	30.07.1981	43 years	06.04.2017
11.	Dr.Riddhika Ramesh	Senior Scientist	04.12.1986	37 years	17.05.2017
12.	Dr.Aditi Mukherjee	Scientist	20.08.1988	36 years	17.07.2019
13.	Dr.Ashutosh Singh	Scientist	25.09.1986	37 years	07.06.2021
14.	Dr.Vidyadhar Atkore	Scientist	21.02.1981	43 years	14.06.2021
15.	Mr.Aneesh Abraham K	Finance Officer	28.09.1976	47 years	20.02.2012
16.	Mr.R.Jayakumar	Administrative Officer	04.02.1969	55 years	15.11.2006
17.	Mr.K.Mareeswaran	Accountant	06.02.1991	33 years	01.07.2022
18.	Mr.S.Patturajan	Administrative Assistant	27.06.1977	46 years	13.11.2009
19.	Mr.R.Naresh Kumar	Driver	06.01.1994	30 years	11.07.2022
20.	Mr.N.Dinesh Kumar	Attendant	04.01.1991	33 years	21.10.2019

14. The petitioner further stated that all the aforementioned faculty and staff have reached an age which would make them ineligible to apply for any other post under the Government Sector.



15. The petitioner further stated that in accordance with the recommendations of the Cabinet Secretariat, Government of India dated 09.10.2020, SACON was merged with the Ministry of Environment, Forests and Climate Change, Government of India by an order dated 23.06.2022 issued by the said Ministry.

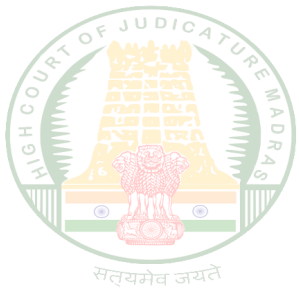
16. However, the said Ministry then formed a Committee to merge SACOM with Wildlife Institute of India (WII). The Committee had forwarded a report on 07.03.2023. SACON was then merged with WII upon recommendation of the Committee and brought under the control of WII, the first respondent. A merger order was also issued by the Ministry of Environment, Forests and Climate Change, Government of India accepting the report of the Committee and the order was issued on 25.04.2023. With respect to the staff, it was recommended that the permanent staff of SACON should be merged with the staff of WII and should be treated as permanent staff of WII from the date of merger and appropriate seniority must be fixed vis-a-vis the existing employees of WII. It was further observed that by ensuring this continuation of the services of the staff, the National requirement of providing the service of WII Region-wise could be easily and



effectively met.

WEB COPY 17. The petitioner further claimed that in the advertisement issued on the basis of which the writ petitioners had applied for the post and also selected, it had been very clearly mentioned that on selection, they would be paid gratuity, medical reimbursement, LTC, Contributory Provident Fund, and also pay and allowances such as dearness allowance, house rent allowance, transport allowance, children education allowance, leave encashment, annual increment and promotion and MACP. It had been contended that the aforementioned benefits had been paid and extended to each one of the writ petitioners till the date of filing of the Writ Petition.

18. It had further been stated that the Service Book was also opened for each one of the writ petitioners in two copies with the original retained by SACON and the duplicate provided to the petitioners. Even the duplicate copy was periodically and annually updated with respect to the grant of benefits and other emoluments. It had also been stated that the Government of India had also taken over land to an extent of 55.00 acres at Veerapandi Village in Coimbatore North, by an order dated 09.09.2022 and the deed of transfer was executed on 11.01.2023.



19. It had been further contended that the respondents then formed a Sub-Committee to examine the merger of SACON with WII. This Sub-Committee had adopted a hostile attitude towards the writ petitioners. It was under those circumstances, apprehending that the contracts under which the writ petitioners were engaged with SACON would be unilaterally cancelled and the petitioners would be left high and dry without any further avenue of employment, the Writ Petitions have been filed in the nature of a Mandamus seeking protection of their service conditions till they attained the age of superannuation.

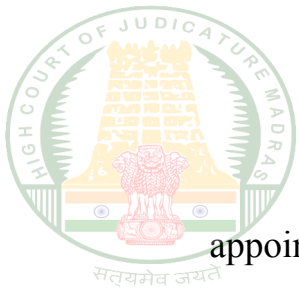
20. An additional affidavit had been filed by the petitioner wherein it had been stated that the service conditions had been taken up for discussion in the 73rd Governing Body meeting of WII which took place on 03.09.2024 during the pendency of the writ petitions and it had been stated that the respondents had withdrawn the authentication granted to the writ petitioners to submit proposals to get funds for research and to guide PhD students. Further, the additional responsibilities of the Research Coordinator and Finance Coordinator had also been withdrawn by Office order dated 06.09.2024. It had been further stated that the High Court of Uttarakhand at



Nainital, by an order dated 08.07.2024 had directed regularisation of 8 contractual employees of WII in Dehradun and the respondents had also complied with the said direction.

21. A counter affidavit had been filed on behalf of the first and second respondents wherein it had been asserted that SACON, a Society registered under the Societies Registration Act, 1860 and functioning as a Centre of Excellence under the Ministry of Environment, Forests and Climate Change, Government of India, had been merged with WII and renamed as SACON, South India Centre of Wildlife Institute of India, Coimbatore by order dated 25.04.2023. It had been further stated that SACON was governed in accordance with the Memorandum of Association Rules and Regulations framed by SACON, which had been periodically revised and finally the Rules and Regulations came into force on and from 23.11.2009.

22. It had been further stated that the writ petitioners had been engaged purely on fixed term contract basis. The terms of appointment had been laid down in the offer of appointment and it was a contractual



appointment which had been accepted by the writ petitioners. It had been further stated that the formalities of merger of SACON with WII is an on going process. However, in the 73rd Governing Body meeting of the WII, a proposal regarding recruitment of Scientists at Level-D, E & F in place of Level -C had been approved and to also make most of the contractual scientists eligible for direct recruitment at the level of Scientist-D, E & F. It had also been stated that a fair chance would be given to them to participate in the direct recruitment process to those Scientists above the age of 50 years and working at the level of Scientist-F/E. It had been further stated that the Governing Body had recommended issuance of advertisement for the posts at the level of Scientists-F with an age relaxation upto 5 years and also give due weightage in direct recruitment. It had been further stated that those who are due to retire in the next 5 years can also be hired as single source consultant on consolidated emolument with the approval of the competent authority. It had been stated that however a final decision has to be taken by the Ministry of Environment, Forests and Climate Change.

23. With respect to the claim of the petitioners that they had a legitimate expectation that the contract would be extended, it had been stated that even the contract provided that it would be extended only on the basis of



performance. By letter dated 27.04.2006 the Ministry of Environment, Forests and Climate Change, Government of India had directed that the recruitment of administrative staff was to be done on deputation or on short-term basis for a maximum period of 5 years. It was also pointed out that even the rules relating to contract appointment of SACON mentioned that the tenure would be for a period of one year extendable on an yearly basis as a fresh contract subject to a maximum of 5 years. With respect to regular posts, the contract would be for a maximum of 5 years, after which it could be extended again as a fresh contract. The extension must be approved by the Director of SACON.

24. It had been very specifically stated that 20 employees are working on 5 / 3 years contractual appointment in SACON, South India Centre of Wildlife Institute of India, Coimbatore and they are getting the service benefits and emoluments equivalent to permanent employees. It was further stated that to complete and formulate the merger of SACON with WII, successive meetings were held by the Governing Body of the WII and finally in the meeting held on 03.09.2024, it had been decided that regularisation or permanency of SACON contractual employees is not



permissible as per extant Governing Rules and Regulations. It however provided for most of the contractual scientists to be eligible for direct recruitment. It had been further stated that the appointment on contract basis could be terminated without assigning any reason by giving notice of one month by either side. It had been stated that the expectations of the writ petitioners to be considered for regularisation of service considering their length of service with consequential benefits cannot be granted since there is no provision in the rules of the Institute. It had been further stated that it had never been held out that the writ petitioners will be brought into regular service of the Institute.

25. Reliance was also placed on the Office Memorandum No. 49014/7/2020-Estt.(C) dated 07.10.2020, Government of India, Ministry of Personnel, Public Grievances and Pensions, Department of Personnel and Training wherein it had been stated that in accordance with the Judgment of the Hon'ble Supreme Court reported in ***(2006) 4 SCC 1 [Secretary State of Karnataka and Ors. Vs. Uma Devi]***, an one time exercise should be undertaken to regularise the services of duly qualified persons, who had been irregularly appointed in terms of statutory rules and who had worked

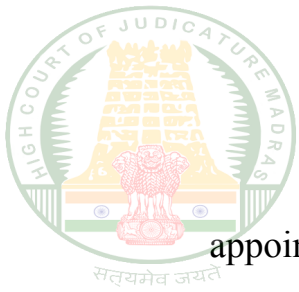


for 10 years or more in duly sanctioned posts.

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26. It had been further stated that the Director, WII, is not the decision making authority in the case of the petitioners and he can only comply with directives of the Ministry of Environment, Forests and Climate Change. As mentioned in the merger order dated 25.04.2023 and the Governing Body decision of WII on 09.04.2024, there was no provision in the rules to extend the contract of employment till the writ petitioners attained the age of Superannuation. It had also been stated that the writ petitioners cannot claim parity with the rules and regulations of the employees in the Government of India or other Institutions. It had thus been stated that the Writ Petitions should be dismissed.

27. A rejoinder affidavit was filed by the petitioner wherein it had been stated that though the petitioners had been engaged on contract basis, it was against sanctioned posts. It had been stated that protection had been granted in the contract itself that where the contract appointment is made in lieu of a permanent position, then annual increments and monetary benefits would be extended to the employee. It had also been stated that the



appointments have been made in accordance with the terms and conditions of the recruitment rules of SACON and the petitioners have been working continuously without any break. It had been stated that various Universities had also recognised the Scientists for guiding PhD students. It had been further stated that by recommendation dated 06.03.2023, the Committee constituted by the Ministry of Environment, Forests and Climate Change for the merger of SACON with WII had categorically recommended that the engagement faculty and staff may be continued on the same terms on which they had been recruited till they attained the age of superannuation. It had thus been stated that the petitioners service should be protected by the Court.

28. During the course of hearing, the Court had directed an additional affidavit to be filed on behalf of the respondents stating whether the respondents affirm or do not affirm the report of the Committee constituted by the Ministry of Environment, Forests and Climate Change, Government of India, which had submitted a report on 07.03.2023.

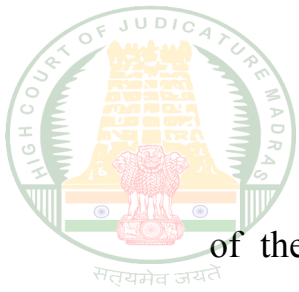
29. In the affidavit, it had been stated that the first and second respondents, the Director, WII and the Director, WII-SACON had no authority or role to determine the terms and conditions of the merger. They



only complied with the directives of the Ministry of Environment, Forests and Climate Change, Government of India. It had been stated that the respondents were not vested with discretionary powers and cannot exercise powers in derogation of any decision taken by the Governing Body of the Institute. It had been stated that the report dated 07.03.2023 was only recommendatory in nature and a final decision could be taken only by the Ministry.

30. Heard arguments advanced by Mr. K.Venkatramani, learned Senior Counsel for the petitioners and Mr.ARL.Sundaresan, learned Additional Solicitor General for the respondents.

31. Mr. K.Venkatramani, learned Senior Counsel for the petitioners in his arguments pointed out that the writ petitioners, who are Scientists and Technical Experts and also staff, had been appointed on contract basis which could be extended on assessment of performance. The learned Senior Counsel stated that the writ petitioners had been assigned with identity cards and their salary had been initially determined on the basis of the 6th Central Pay Commission and later on the basis of the recommendations and benefits



of the 7th Central Pay Commission. They were paid increments. Pay protection was also granted to similar Government employees. The learned Senior Counsel further stated that most of the Scientists have done elaborate research and were also qualified Ph.D guides and have under their fold Research Students doing Ph.D. The learned Senior Counsel further pointed out that the recommendations issued while determining the methodology by which there could be integration of SACON with WII had recommended that the staff and officials could be merged with the staff and officials of WII. There was never any intention to cancel the contract to the disadvantage of the writ petitioners. But however, later the petitioners were looked upon with askance and apprehending that their services would not be extended, the Writ Petitions had been filed.

32. The learned Senior Counsel further argued that pending the writ petition in the 73rd Governing Body meeting of WII, a decision had been taken to cancel the contracts and to appoint Scientists to the posts in which the petitioners were functioning. The learned Senior Counsel expressed anguish that this would directly affect the prospects of the petitioners as most of them had crossed the minimum age for applying to any Government



post. The learned Senior Counsel further stated that the Sub-Committee had been formed which had taken a decision to cancel the contracts and this has caused serious prejudice to the rights and interests of the petitioners. The learned Senior Counsel further pointed out that the petitioners had been appointed consequent to an advertisement issued in sanctioned posts and after due selection procedure. They were not back door entrants. Their Service Registers had been opened and their Contributory Pension Scheme had also been opened which would all indicate that for all practical purposes, they must be considered as permanent employees.

33. The learned Senior Counsel made a fervent plea that the petitioners must be permitted to continue to discharge their duties till they attained the age of superannuation.

34. In this connection, the learned Senior Counsel placed reliance on the Judgment of the Hon'ble Supreme Court reported in **2024 SCC OnLine SC 3826 [Jaggo Vs. Union of India and Ors.]** and more particularly to paragraph Nos. 22 to 26, which are as follows:-



“22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.

23. The International Labour Organization (ILO), of which India is a founding member, has consistently advocated for employment stability and the fair treatment of workers. The ILO's Multinational Enterprises Declaration encourages companies to provide stable employment and to observe obligations concerning employment stability and social security. It emphasizes that enterprises should assume a leading role in promoting employment security, particularly in



contexts where job discontinuation could exacerbate long-term unemployment.

*24. The landmark judgment of the United State in the case of **Vizcaino v. Microsoft Corporation** serves as a pertinent example from the private sector, illustrating the consequences of misclassifying employees to circumvent providing benefits. In this case, Microsoft classified certain workers as independent contractors, thereby denying them employee benefits. The U.S. Court of Appeals for the Ninth Circuit determined that these workers were, in fact, common-law employees and were entitled to the same benefits as regular employees. The Court noted that large Corporations have increasingly adopted the practice of hiring temporary employees or independent contractors as a means of avoiding payment of employee benefits, thereby increasing their profits. This judgment underscores the principle that the nature of the work performed, rather than the label assigned to the worker, should determine employment status and the corresponding rights and benefits. It highlights the judiciary's role in rectifying such misclassifications and ensuring that workers receive fair treatment.*

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 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 **Secretary, State of Karnataka Vs. Uma Devi (2006) 4 SCC 1** 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 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.”

35. Mr.ARL. Sundaresan, learned Additional Solicitor General however disputed the contentions raised. The learned Additional Solicitor General stated that in the initial stage, only recommendations were made which were not binding on the respondents. He also pointed out that the respondents were only carrying out the directives of the Ministry of Environment, Forests and Climate Change, Government of India. He pointed out that the terms of the contract were clear and straightforward. The petitioners have signed the contract with knowledge of the contents. He stated that the contract was for a specific period. The petitioners can never



be called public servants or Government servants. A policy decision had been subsequently taken to appoint by direct recruitment on regular basis.

The learned Additional Solicitor General further pointed out that pending the Writ Petition, a decision had been taken to also permit the petitioners to participate in the recruitment process. He stated that the petitioners cannot claim a right to continue in service particularly after the expiry of the contract.

36. In this connection, the learned Senior Counsel placed reliance on the Judgment of the Hon'ble Supreme Court reported in **(2011) 15 SCC 16 [Gridco Limited and another Vs. Sadananda Doloi and Others]**. The Hon'ble Supreme Court, while examining termination of contractual appointments, had held that the termination was neither invalid, unfair and discriminatory, nor required protective judicial interference against unequal bargaining power. He further pointed out that the petitioners had not alleged mala fide against any of the respondents.

37. The learned Additional Solicitor General placed reliance on the Judgment of the Hon'ble Supreme Court reported in **(2011) 15 SCC 16**



[Gridco Limited and another Vs. Sadananda Doloi and Others]. In that

particular case, the respondents had been appointed on contract basis for a period of three years which was renewable for a period determined by the Board or Committee of the Board. The learned Additional Solicitor General further pointed out that it had been held as follows:-

“24. It was contended that the decision to terminate the contractual employment was not a fair and reasonable decision having regard to the fact that the respondent had performed well during his tenure and the requirement of the Corporation to have a Chief General Manager (HR) continued to subsist. In substance, the contention urged on behalf of the respondent was that this Court should reappraise and review the material touching the question of performance of the respondent as Chief General Manager (HR) as also the question whether the Corporation's need for a General Manager (HR) had continued to subsist. We regret our inability to do so.

25. It is true that judicial review of matters that fall in the realm of contracts is also available before the superior courts, but the scope of any such review is not all pervasive. It does not extend to the Court substituting



its own view for that taken by the decision-making authority. Judicial review and resultant interference is permissible where the action of the authority is mala fide, arbitrary, irrational, disproportionate or unreasonable but impermissible if the petitioner's challenge is based only on the ground that the view taken by the authority may be less reasonable than what is a possible alternative. The legal position is settled that judicial review is not so much concerned with the correctness of the ultimate decision as it is with the decision-making process unless of course the decision itself is so perverse or irrational or in such outrageous defiance of logic that the person taking the decision can be said to have taken leave of his senses. ”

38. The learned Additional Solicitor General further placed reliance on the Division Bench Judgment of this Court in ***W.P.No. 35774 of 2023, Judgment pronounced on 19.11.2024*** wherein, it had been held that judicial review could be exercised only if it is shown that the action of employer was contrary to Constitution or Statutory Provisions. Specific reference was made to the observations in paragraph No.23 which is as follows:-



“(a) An employee has no right to claim that Rules governing conditions of service should be for ever the same as the one when he had entered services for all purposes except for ensuring of safeguarding the rights and benefits already earned, acquired or accrued at a particular point of time.

(b) The power of judicial review can be exercised only if it is shown that action of the employer is contrary to any constitutional or statutory provision or is patently arbitrary or is vitiated due to malafides.

(c) The Court cannot sit in appeal over the judgment of the employer and ordain that a particular post or number of post be created or filled by a particular mode of recruitment. ”

39. It was therefore urged that the Writ Petition should be dismissed.

40. I have carefully considered the arguments advanced and perused the materials available on records.

41. All the writ petitioners had joined on contract basis with the Salim Ali Centre for Ornithology and Natural History SACON, at Coimbatore. They had joined on various dates. Their details are given



below:-

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<i>Sl.No.</i>	<i>Name</i>	<i>Present Designation</i>	<i>Date of Birth</i>	<i>Age as on date</i>	<i>Date of Joining</i>
1.	Dr.P.R.Arun	Senior Principal Scientist	30.05.1971	53 years	12.10.2010
2.	Dr.Shomita Mukherjee	Senior Principal Scientist	01.12.1966	57 years	01.03.2010
3.	Dr.Rajah Jayapal	Senior Principal Scientist	16.09.1970	53 years	21.03.2012
4.	Dr.P.V.Karunakaran	Senior Principal Scientist	10.04.1965	59 years	19.03.2012
5.	Dr.Goldin Quadros	Principal Scientist	18.04.1971	53 years	01.08.2011
6.	Dr.Manchi Shirish S	Principal Scientist	17.01.1980	44 years	30.09.2009
7.	Dr.H.N.Kumara	Principal Scientist	20.05.1972	52 years	01.03.2010
8.	Dr.S.Babu	Senior Scientist	25.06.1980	44 years	23.05.2012
9.	Dr.Mahendiran. M	Senior Scientist	29.07.1976	48 years	30.05.2011
10.	Dr.T.Ramesh	Senior Scientist	30.07.1981	43 years	06.04.2017
11.	Dr.Riddhika Ramesh	Senior Scientist	04.12.1986	37 years	17.05.2017
12.	Dr.Aditi Mukherjee	Scientist	20.08.1988	36 years	17.07.2019
13.	Dr.Ashutosh Singh	Scientist	25.09.1986	37 years	07.06.2021
14.	Dr.Vidyadhar Atkore	Scientist	21.02.1981	43 years	14.06.2021



<i>Sl.No.</i>	<i>Name</i>	<i>Present Designation</i>	<i>Date of Birth</i>	<i>Age as on date</i>	<i>Date of Joining</i>
15.	Mr.Aneesh Abraham	Finance Officer	28.09.1976	47 years	20.02.2012
16.	Mr.R.Jayakumar	Administrative Officer	04.02.1969	55 years	15.11.2006
17.	Mr.K.Mareeswaran	Accountant	06.02.1991	33 years	01.07.2022
18.	Mr.S.Patturajan	Administrative Assistant	27.06.1977	46 years	13.11.2009
19.	Mr.R.Naresh Kumar	Driver	06.01.1994	30 years	11.07.2022
20.	Mr.N.Dinesh Kumar	Attendant	04.01.1991	33 years	21.10.2019

42. Even before proceeding further, it would only be prudent to examine the Memorandum of Association, Bye Laws and Rules of SACON.

43. SACON had been established in 1990 as a premier centre for research, conservation and training in areas related to ornithology and natural history. Since its inception in 1990, it had been recommended as a Centre of Excellence under the Ministry of Environment, Forests and Climate Change.

44. It is a Society registered under the Registration Act 1960. The objects of the Society were to establish and develop a Centre of Excellence



in the field of Ornithology, Natural History and Biodiversity Conservation.

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It also aimed to develop and promote programmes and also entered into agreements to preserve lands with significant Ornithology and Biodiversity values and also to publish scientific literature.

45. In this connection, instructive reference could be made to Article 51-A of the Constitution which provides for Fundamental Duties to be discharged by every citizen to this Country.

46. Article 51-A Fundamental Duties:-

“(a)

(b)

(c)

.....

.....

(g) *to protect and improve the natural environment including forests, lakes, rivers and wild life,*



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and to have compassion for living creatures;

*(h) to develop the scientific temper, humanism and
the spirit of inquiry and reform; ”*

47. It is thus seen that the objects of SACON are interlinked with the Fundamental Duties as given in Part-IVA of the Constitution and there is a duty embedded in every citizen to further the noble objects of SACON as it is in direct alignment to protect and to improve natural environment including forests, lakes, rivers and also to develop scientific temper.

48. It is to be noted that several of the writ petitioners have reached great expertise in their respective fields. They have been recognised by the Government. They have been given scholarships by the Government. They have completed their Doctorate in their specialised fields of study and have also been recognised to act as guides for aspiring Doctorate students.

49. SACON was a Society under the Ministry of Environment, Forests and Climate Change and though Rules and Guidelines were framed,



recruitment, assessment and promotion of Scientists and Staff were determined only by SACON from time to time. There were sanctioned posts of scientists including Director, Scientists, Senior Scientists, Principal Scientists, Senior Principal Scientists, Director Level Scientists, Adjunct Scientists and Visiting Scientists. There was a comprehensive staff strength as provided under the Memorandum of Association, Bye Laws and Rules which had been approved in the 19th Annual General Meeting and Extraordinary General meeting of SACON Society held on 23.11.2009 under the aegis of the Ministry of Environment, Forests and Climate Change. Thus, these posts were sanctioned posts. Owing to the fact that the Society was a stand alone Society and dependent on funds being granted by the Government of India, the Society could appoint their Scientists and support staff only on contract basis. But however, the contract was not for payment of salary on a fixed basis. The pay structure was in accordance with the structure of any other Central Government employee. The petitioners were appointed and extended with benefits of the 6th Central Pay Commission. The contract was only with respect to the tenure of service and not with respect to protection of pay which was governed by the Central Pay Commission Recommendations from time to time.



WEB COPY 50. They had been appointed pursuant to advertisements issued for sanctioned posts on direct recruitment after due process of interview. The offer of appointment letter had also been issued stating that regular pay scale would be paid as per the 6th Central Pay Commission recommendations. They were also granted permanent identity cards and Service Books were also opened. With the introduction of the 7th Central Pay Commission, the writ petitioners were also granted the benefits of the same. The pay was revised and determined. The Scientists were also sent on deputation to International Societies and Institutions. In effect SACON was the face of this country so far as research in Ornithology was concerned. In fact, it could also be said it was also the face of the International community so far as Ornithology was concerned. The Scientists were also guiding Ph.D students in their Doctorate assignments.

51. As a matter of fact, the first tenure appointment was made of the Director in the year 1991, who on completion of 13 years and 7 months retired on attaining the age of superannuation and retirement benefits such as retirement gratuity, cash in lieu of encashment of leave CPF subscription



and all other emoluments were paid by SACON.

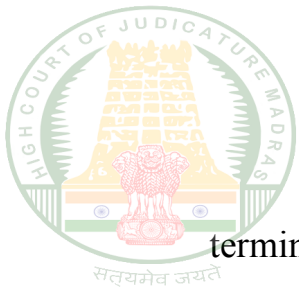
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52. The contracts of the Writ Petitioners were extended periodically. The petitioners were also extended with the benefits of gratuity, medical reimbursement, LTC, and pay and allowance such as dearness allowance, house rent allowance, transport allowance, children education allowance, leave encashment, annual increment and promotion and MACP. Service books were also opened and periodically updated. The appointments of the staff followed the norms and procedure of the Indian Institute of Science.

53. In this connection, it may also not be out of place to point out that even WII appoints Scientists only on contract basis. Advertisements in that regard are available on the website of WII even on this date.

54. The petitioners had been selected on the basis of a Selection Committee after a selection procedure. They were appointed consequent to advertisements issued for sanctioned posts.

55. In the contract, it had been provided that the appointments may be



terminated without assigning any reason by one month notice. It had also been however stated that it could also be extended on the basis of performance.

56. A policy decision had been taken by the Ministry of Environment, Forests and Climate Change to merge SACON at Coimbatore with WII at Dehradun. The Ministry of Environment, Forests and Climate Change had initiated a review of all Autonomous Bodies with a view to further the aim of Minimum Government, Maximum Governance and ensuring economical and efficient use of public funds. Out of 101 Autonomous Bodies reviewed, 61 had been recommended. Among the Autonomous Bodies taken up for review, both SACON and WII coming under the Ministry of Environment, Forests and Climate Change were also included. In its report, on the analysis based on criteria and recommendations, it had been stated that SACON had developed as an esteemed organisation engaged in avian research and has popular appeal through its Citizen Science Projects like the City Bird Atlas. It was recommended that SACON should be merged with the regular activities of the Ministry and its research and capacity building activities can be taken within the present set up of the Ministry. Thus, the



original policy was to merge SACON with the Ministry of Environment, Forests and Climate Change. It was also observed that SACON conducts post graduate and Ph.D., courses and creates the National Ornithology Data Base and disseminates knowledge for the benefit of the community.

57. Consequent to the recommendations, as a matter of fact, Scientists were also promoted in SACON. Their terms were also extended. In furtherance of the recommendation to merge SACON with regular activities of the Ministry, a further office Memorandum was issued on 23.06.2022 by the Ministry to the Director, in charge of SACON wherein it had been stated as follows:-

“ *No.19-2/2020-CoE*

*Government of India
Ministry of Environment, Forest and Climate Change
(Wetlands Division)*

Indira Paryavaran Bhavan



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Ali Ganj, JorBagh Road,
New Delhi – 100 003.

Office Memorandum

Subject: Merger of Salim Ali Centre for Ornithology & Natural History (SACON) with regular activities of MoEFCC- reg.
Reference: OM.No.1/48/1/2018-Cab (Vol-II) dated 9th October, 2020

The undersigned is directed to refer to the Cabinet Secretariat OM dated 09.10.2020 regarding Rationalization of Autonomous Bodies. DoE has recommended the 'merger of SACON with regular activities of MoEFCC and for its research and capacity building activities to be taken up within the present set up of MoEFCC.

2. Hence, in compliance with the objective of rationalization of institutions/autonomous bodies in the Government of India, it has been decided to merge SACON with regular activities of MoEF & CC and its research and capacity-building activities will be taken up within the present set up of MoEF&CC.

3. Compliance may be ensured with immediate effect.

4. This issues with the approval of the Competent Authority.

[Raghu Kumar Kodali)

Scientist-F

Tel: 011-20819420

Email: kodali.rk@gov.in

To

*Dr.S.Muralidharan
Director-in-charge
SACON
Coimbatore – 641 109.”*

58. Thereafter, a Committee was constituted for merger of SACON with WII. The office order was as follows:-



“OFFICE ORDER

WEB COPY Sub: *Constitution of Committee for merger of SACON with WII – reg.*

It has been decided by the Ministry that Salim Ali Centre for Ornithology and Natural History (SACON) under this Ministry is to be merged with Wildlife Institute of India (WII) and will function South India Centre of WII looking after Avi Fauna, Aquatic Fauna and Wetland Eco-system. In this regard, it has been decided to constitute a Committee to facilitate this transfer process in a seamless and time bound manner as under:-

- i. Mr.Rakesh Kumar Jagenia, Deputy Inspector General (WL) – Chairman*
- ii. Shri.Raghu Kumar Kodali, Scientist 'F' – Member*
- iii. Dr.K.Ramesh, Scientist, Scientist 'F' WII- Member*
- iv. Shri.Manoj Srivastava, Director (IFD) – Member*

2. The Committee may take help from other Officers/Scientists/Staff as decided by Chairperson and should ensure that this transfer should take place within this Financial year 2022-2023.



3. *In case of any issue, it can be resolved in consultation with ADG*

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4. *This has the approval of competent authority.”*

59. The Committee then forwarded its report on 07.03.2023. With respect to the staff, it had been stated that their categories are as follows:-

- “(a) permanent with promotion avenue,*
- (b) tenure based with regular extension and promotion avenue,*
- (c) contractual staff with extension and*
- (d) project-based researchers, staff, etf.”*

60. It was further observed as follows:-

“Therefore, amalgamating these positions with the WII positions may have technical and financial complications apart from inter-se seniority issues.”

61. It was finally recommended as follows:-



“(iii) Faculty and Staff: *Regardless of nature of engagement in the SACON (permanent, tenure or contract), all the positions have due approval of Governing Council and 22 positions have the approval of Department of Expenditure, Ministry of Finance. Not only these engagement in the SACON are continued, but promotions and/or increments are also provided and thus, technically rendering the service more like permanent. Therefore, the recruitment process, promotions, and faculty composition (in terms of junior to seniors) are significantly different from the WII. It is recommended that the engagement of the incumbent faculty and staff at the SACON may be continued on those terms and conditions on which they were recruited till they reach their superannuation. Further, the original arrangement of fixed position for different levels may be maintained and the promotion may be on vacancy-based in different level to maintain the pyramid and to balance financial implications. For this, the WII may provide a way in its rules following due procedure for various approvals. As and when the superannuation of the tenured faculty and staff occurs, fresh recruitment may be done as per the WII's present rules and regulations with all avenues available to other employees of WII.”*



62. It is thus seen that protection of service with continuation of engagement was extended and also the condition that the staffs were recruited till they reach the age of superannuation was affirmed. The details of the employees with original appointment level at SACON were also given.

63. Thereafter, an order was passed by the Ministry of Environment, Forest and Climate Change, Government of India signed by the Joint Secretary to the Government of India dated 25.04.2023 relating to the merger of SACON with WII. With respect to faculty and staff, it had been ordered as follows:-

“iii Faculty and Staff: As the proposal of merger has emanated from the issue of dis-engagement of SACON, all the permanent positions of SACON have ceased since the d of dissolution of society of SACON. Hence, the only solution is to merge the permanent staff of SACON with the staff strength of WII and they should be treated as permanent staff of WII from the date of merger and appropriate seniority be fixed vis-avis the existing employees of WII. In case of any conflict of interest, the issue should be flagged to ADG(WL) whose



decision should be final. Regarding contractual staff Director, WII should take a call on their continuation post-merger as per the existing contract.”

64. It is thus seen that it had been ordered that the only solution was to merge the permanent staff of SACON with the staff of WII and they should be treated as permanent staff of WII from the date of merger and appropriate seniority fixed vis-a-vis the existing employees of WII.

65. This is a categorical statement and not just a recommendation but an order of the Joint Secretary to the Government of India, Ministry of Environment, Forest and Climate Change. This granted protection to the writ petitioners of their service conditions.

66. Thereafter, the Governing body meeting of WII was held on 09.04.2024 and with respect to the Agenda relating to merger of SACON with WII, the following decision had been taken:-

“Agenda Item No.9: Merger of SACON with WII

It was informed that the Gol, MoEFCC had



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issued the order for the merger of SACON with WII on 25.04.2023 which is effective from 01.04.2023. Most of the scientists and staff of SACON have been working on a tenure basis for many years although recruited against approved vacancies on a Direct Recruitment (DR) basis, following the due procedures laid down by the Rules of SACON. Their pay and other allowances have been fixed and revised from time to time with benefits of DA, HRA, TA, Annual increments, MACP, Leave and Leave encashment, LTC, Gratuity etc and now they have requested regularisation and permanency. Therefore, the proposals were submitted for:

- i. Formalizing the merger of SACON with WII and transfer of Officials From WII to SACON and vice-versa.*
- ii. Regularisation of Tenur officials as permanent staff, promotion approval of Dr.S.Babu as proposed RAPC of SACON w.e.f 18.04.2022, Tenure extension, promotion and probation confirmation of SACON Officials by WII-ISAPC, consideration of OPS to permanent officials of SACON appointed before 01.01.2004, shifting of SACON employees (joined on or after 01.01.2004) from CPF to NPS, regularisation of tenure of officials whose tenure had expired or pending*



extension due to merger of SACON with WII.

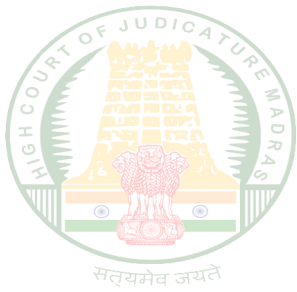
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Decision: *After detailed deliberations, the GB approved the merger of SACON with WII. For other issues of SACON officials, the GB decided that a Sub-Committee under the Chairmanship of AS and FA will be formed which will examine the matter.”*

67. The Subcommittee was constituted to look into the issues of merger of SACON with WII. The members of the Sub Committee were as follows:-

- “1. *Sh.Pravir Pandy* - *Chairman*
Additional Secretary & Financial Advisor, MoEF&CC
2. *Sh.R.Raghu Prasad* - *Member*
Inspected General of Forests (WL), MoEF &CC
3. *Sh.Virendra R.Tiwari* - *Member Secretary*
Director, WII
4. *Sh.Rakesh Kumar Jagenia* - *Special Invitee*
Deputy Inspector General of Forests (WL),
MoEF &CC
5. *Sh.P. Pramod* - *Special Invitee*
Scientist-F, SACON”

68. The terms of reference of the Committee were as follows:-



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“ . Issue of regularization and permanency of tenure-based employees of SACON

- Issue of promotion, tenure extension, and probation confirmation of SACON employees*
- Terms and Conditions for transfer of employees from WII to SACON and vice-versa*
- Consideration of Old Pension Scheme (OPS) for SACON employees who were appointed before 01.01.2004*
- Shifting from CPF to NPS of those SACON employees who had joined on or after 01.01.2004”*

69. It was directed that the Sub Committee must submit a report to the Chairman, Governing Body and Secretary, Ministry of Environment, Forest and Climate Change, Government of India by 31.7.2024.

70. It was at that stage that the writ petition came to be filed.

71. Pending the Writ Petition, the 73rd Governing Body Meeting of the WII was held on 03.09.2024 and with respect to the issue of regularization and permanency of tenure based contractual employees of



SACON, it had been decided as follows:-

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“(B) Issue of regularisation and permanency of tenure based contractual employees of the SACON

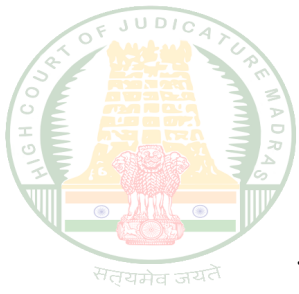
(i) Post-facto approval for tenure extension to six scientists be given whose tenure have already been expired.

The Scientists whose contract period has already ended (Six) or is about to end (Three) in FY 2024-2025, it was proposed to extend their contractual period upto 31.03.2025 i.e., end of the current financial year. Fresh advertisements for direct recruitment in against their posts will be made.

Decision: *The GB gave post-facto approval for extension of contractual period of Scientists upto 31.03.2025 as follows:-*

(a) Six scientists whose contractual period has already expired. (b) Three scientists whose contractual period is about to expire in FY 2024-25.

(ii) The scientists whose contract period extends beyond FY 2024-2025 (Five) in all such cases, the contractual period was proposed to remain the same as mentioned in their prior contract. Fresh advertisements



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for direct recruitment against their posts will be made.

Decision: *The GB approved the proposal for contractual period for scientists (Five) up to 30.06.2026 whose contractual period extends beyond 2024-25.*

(iii) The scientists who are above the age of 50 years (Five) and employed at the level of Scientist-F/E, considering their long experience and minimal future prospectus; it was proposed to hire them as single source consultants on consolidated emoluments in the future with the approval of competent authority (as per MoEF & CC Guidelines), if required, after work assessment.

Decision: *For the five scientists above the age of 50 years, the GB recommended to advertise the post up to level of Scientist-F with the age relaxation up to 5 years in their case and also give weightage to them in direct recruitment after obtaining due approval from Department of Expenditure and DoPT.*

(iv) For Administrative Staff (i) whose contract period is about to end in the FY 2024-2025 (Three), it was proposed to extend contract period of two employees upto 31.03.2025 and in case of Finance Officer upto 30.06.2025, considering that compilation of Annual



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Accounts of SACON for Financial Year 2024-25 are to be completed by June, 2025. (ii) In the case of administrative staff whose contract period extends beyond FY 2024-2025 (Three) – in all such circumstances, the contractual period was proposed to remain the same as mentioned in their prior contract. Following that, the job requirements will be assessed, and a decision will be taken regarding their employment as consultants or whether to fill up the positions through deputation, direct recruitment or outsourcing.”

72. In the meeting, the impact of the Judgment of the Hon'ble Supreme Court in the matter of ***Uma Devi*** was also considered and it was stated as follows:-

“The member Secretary further mentioned the Judgment of the Hon'ble Supreme Court in the case of Uma Devi regarding “regularisation of qualified workers against sanctioned posts” and DoPT OM dated 07th October 2020 on the matter. It was informed that the appointment of erstwhile SACON contractual employees is neither illegal nor irregular, as all these employees have been appointed against the sanctioned posts after due procedure and are having required essential

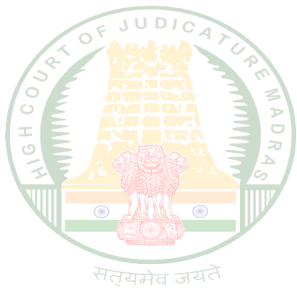


qualification. However, the cut off date mentioned in the said OM is 10.04.2006. Hence, prima-facia it appears that the said Judgment is not applicable in case of erstwhile SACON contractual employees.”

73. As a matter of fact, as stated above the Judgment in ***Secretary State of Karnataka and Ors. Vs. Uma Devi***, reported in (2006) 4 SCC 1 was subsequently considered in ***2024 SCC OnLine SC 3826 [Jaggo Vs. Union of India and Ors.]***, and the Hon'ble Supreme Court had held 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 obligations owed to employees.”

74. However, consequent to the decision of the 73rd Governing Body Meeting of WII, letters had been issued to the writ petitioners that their contract is extended only upto 31.03.2025. This Court had protected continuation of service by an interim order.



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75. The learned Additional Solicitor General however placed reliance on the Judgment of the Hon'ble Supreme Court reported in **(2011) 15 SCC 16 [Gridco Ltd., and another Vs. Sadananda Doloi and Others]**, wherein the issue of contractual appointment was examined and termination of contractual appointment was also considered and it had been held that the termination was neither invalid, unfair and discriminatory and does not require protective judicial interference.

76. In **(1993) 1 SCC 71 [Food Corporation of India Vs. M/s. Kamdhenu Cattle Feed Industries]**, the Hon'ble Supreme Court had held as follows:-

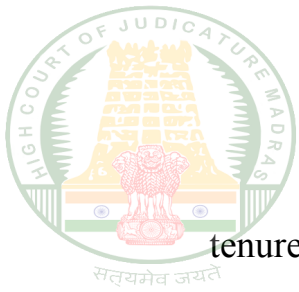
“8. The mere reasonable or legitimate expectation of a citizen, in such a situation, may not by itself be a distinct enforceable right, but failure to consider and give due weight to it may render the decision arbitrary, and this is how the requirement of due consideration of a legitimate expectation forms part of the principle of non-arbitrariness, a necessary concomitant of the rule of law.



Every legitimate expectation is a relevant factor requiring due consideration in a fair decision-making process. Whether the expectation of the claimant is reasonable or legitimate in the context is a question of fact in each case. Whenever the question arises, it is to be determined not according to the claimant's perception but in larger public interest wherein other more important considerations may outweigh what would otherwise have been the legitimate expectation of the claimant. A bona fide decision of the public authority reached in this manner would satisfy the requirement of non-arbitrariness and withstand judicial scrutiny. The doctrine of legitimate expectation gets assimilated in the rule of law and operates in our legal system in this manner and to this extent. ”

77. It is thus seen that the Hon'ble Supreme Court had examined legitimate expectation which may not be a distinct enforceable right but failure to consider and give due weightage may render a decision arbitrary.

78. In the instant case, the respondents have failed to consider the expertise, skill and knowledge of the petitioners in their respective fields. The respondents have failed in their duty to develop scientific temper. They must recognise the services of the petitioners and must grant protection of



tenure of service.

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79. It had been argued by the learned Additional Solicitor General that the contract under which the petitioners were employed spoke for itself and there could be no different interpretation to the terms of the said contract.

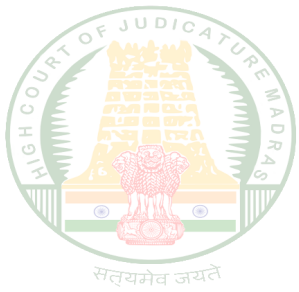
80. In *(1991) 1 SC 212 [Kumari Shrilekha Vidyarthi and Others Vs. State of U.P., and Others]*, the Hon'ble Supreme Court examined State action against persons holding posts of public nature such as District Government Counsel and whether judicial review is attracted on the anvil of Article 14 of the Constitution.

81. In paragraph No.13, the Hon'ble Supreme Court noted the argument of the Additional Advocate General that the appointment of a District Government Counsel is only a professional engagement terminable at will on either side and not an appointment to a post under the Government. The actual words of the Hon'ble Supreme Court are as follows:-



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“ 13.In our opinion, this provision has to be read not in isolation, but in the context in which it appears and along with the connected provisions, already referred to. The expression ‘professional engagement’ is used therein to distinguish it from ‘appointment to a post under the government’ in the strict sense. This, however, does not necessarily mean that a person who is not a government servant holding a post under the government does not hold any public office and the engagement is purely private with no public element attaching to it. This part of clause (3) of para 7.06 means only this and no more. The other part of clause (3) which enables the government to terminate the appointment ‘at any time without assigning any cause’ can also not be considered in the manner suggested by the learned Additional Advocate General. The expression ‘at any time’ merely means that the termination may be made even during the subsistence of the term of appointment and ‘without assigning any cause’ means without communicating any cause to the appointee whose appointment is terminated. However, ‘without assigning any cause’ is not to be equated with ‘without existence of any cause’. It merely means that the reason for which the termination is made need not to



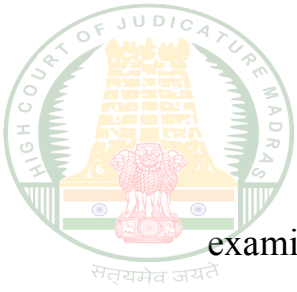
be assigned or communicated to the appointee.”

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82. This argument of the learned Additional Advocate General was given in the following manner in the very same paragraph by the Hon'ble Supreme Court:-

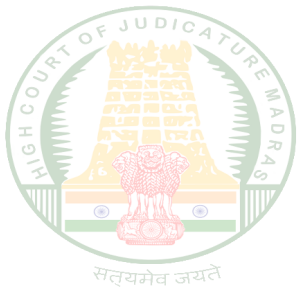
“13. The learned Additional Advocate General contended that clause (3) of para 7.06 says that the appointment of a District Government Counsel is only professional engagement terminable at will on either side and not appointment to a post under the government; and the government has the power to terminate the appointment at any time ‘without assigning any cause’. He contended that this power to terminate the appointment at any time without assigning any cause and the clear statement that the appointment is only professional engagement terminable at will on either side is sufficient to indicate that the relationship is the same as that of a private client and his counsel.”

83. It is thus seen that though there could be a term that the contract is severable on expiry of a particular tenure, it is the entire contract which has to be examined since it also provides that it can be extended on



examination of performance. The only reason on which the contract could be terminated would be lack of performance to the expected level. The reasons to this extent must exist and only then could the contract to be terminated.

84. As stated by the Hon'ble Supreme Court, the expression *at any time* would only indicate that *the contract could be terminated at any time within the stipulated tenure mentioned in the contract*. The further terms *without assigning any cause* would only mean *without communicating any cause to the appointee* but *without assigning any cause* would not mean *without existence of any cause*. Therefore, there *must be existence of a cause* to terminate the contract and that existence *must be breach of terms of the contract*. If there had been no breach, there cannot be termination of the contract at will. This has to be read in conjunction with the Judgment in ***Food Corporation of India (1993) 1 SCC 71*** referred supra wherein it had been held that *legitimate expectation may not be a distinct enforceable right but failure to consider it would render the decision arbitrary*.



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85. Therefore, the decision taken by the Governing Body to terminate the contract cannot withstand the judicial scrutiny.

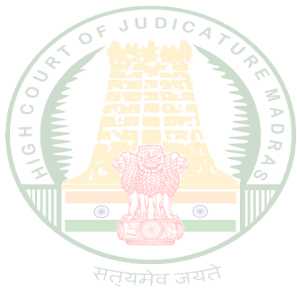
86. However, it is also seen that the petitioners have not impleaded the Ministry of Environment, Forests and Climate Change which is the Administrative Ministry of the respondents. It is not known why the petitioners have chosen not to implead the said Ministry. They are a necessary party and the ultimate deciding authority relating to the service conditions of the petitioners. Even pending the writ petition, the decision of the 73rd Governing Body of WII dated 03.09.2024 had come to the knowledge of the petitioners and an additional affidavit had also been filed by the petitioners. Still, that decision had not been challenged. By that decision, some protection has been actually afforded to the petitioners.

87. In view of that intervening circumstance, it can only be stated that the respondents will necessarily have to extend the contract period of the petitioners and the petitioners would have to be given an opportunity to submit necessary representations in view of the decision of the 73rd Governing Body of WII and express whether they abide by the decision



taken therein or question it in manner known to law. There has been no application filed seeking amendment of the relief sought.

88. The relief sought is for a Mandamus to regularize and confirm the petitioners till they attain the age of superannuation. But since a decision had been taken pending the Writ Petition in the 73rd Governing Body meeting of WII, protection of service could be extended only till reasonable opportunity is granted to the petitioners to examine whether to abide by that particular decision and if they do, they can fall within the parameters of the said decision and if they do not, they will have to take it up in manner known to law. The service conditions of the petitioners are protected and they are given a period of three months from this date to exercise their option to either abide with the said decision or to challenge the same in manner known to law. Till the expiry of three months from this date, the service of the petitioners shall be protected.



89. The Writ Petitions stand disposed of. Consequently, connected

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Miscellaneous Petitions stand closed. No order as to costs.

30.04.2025

vsg

Index: Yes/No

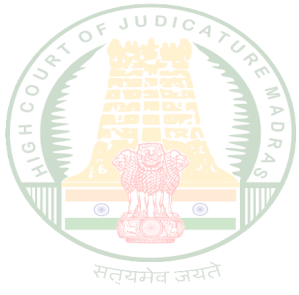
Internet: Yes/No

Speaking / Non Speaking Order

To

1. The Director
Wildlife Institute of India
Chandrabani
Dehradun
Uttarakhand – 248 001.
2. The Director
WII-SACON
Salim Ali Centre for Ornithology and Natural History
South India Centre of Wildlife Institute of India
Anaikatty Post, Coimbatore – 641 108.

C.V.KARTHIKEYAN, J.,



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vsg

Pre-Delivery Order made in

W.P.Nos. 25621, 26081, 25968, 26085, 26093, 25961, 26089, 26088,
25939, 25966, 25935, 25930, 25964, 25959, 25648, 25644, 25632, 25627,
25929 & 25936 of 2024

And

W.M.P.Nos. 27976, 28486, 28351, 28493, 28500, 28343, 28496, 28495,
28310, 28348, 28307, 28301, 28346, 28341, 28015, 28007, 27992, 27986,
28305 & 28308 of 2024

And

W.M.P.Nos. 4118, 4268, 4267, 4123, 4119, 4266, 4116, 4115, 4269, 4271,
4270 & 4114 of 2025

30.04.2025