



2025:DHC:9789-DB



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

Reserved on: 18 July 2025

Pronounced on: 10 November 2025

+ W.P.(C) 2117/2025, CM APPLs. 10024/2025, 10025/2025, 10026/2025, 38694/2025 & 41795/2025

PAWAN SHARMA AND ORS.Petitioners
Through: Mr. Colin Gonsalves, Sr. Adv.
with Ms. Hetvi Patel, Mr. Atul Kumar
Srivastav, Mr. Paul Kumar Kalai, Mr.
Umesh Kumar, Mr. Manik Gupta and Mr.
Kamran Khwaja, Advs.

versus

GOVERNMENT OF NCT OF DELHI
AND ORSRespondents
Through: Mrs. Avnish Ahlawat, SC with
Mr. Nitesh Kumar Singh and Ms. Aliza
Alam, Advs. for GNCTD
Mr. Gaurav Dhingra and Mr. Shashank
Singh, Advs.

+ W.P.(C) 2146/2025, CM APPLs. 10096/2025, 10097/2025 & 10098/2025

NARENDRA SHARMA AND ORS.Petitioners
Through: Mr. Colin Gonsalves, Sr. Adv.
with Ms. Hetvi Patel, Mr. Atul Kumar
Srivastav, Mr. Paul Kumar Kalai, Mr.
Umesh Kumar, Mr. Manik Gupta and Mr.
Kamran Khwaja, Advs.

versus

GOVERNMENT OF NCT DELHI AND ANR.Respondents
Through: Mrs. Avnish Ahlawat, SC with
Mr. Nitesh Kumar Singh and Ms. Aliza

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2025:DHC:9789-DB



Alam, Advs. for GNCTD

+ W.P.(C) 2148/2025, CM APPLs. 10101/2025, 10102/2025 & 10103/2025

VIKAS YADAV AND ORS

.....Petitioners

Through: Mr. Colin Gonsalves, Sr. Adv. with Ms. Hetvi Patel, Mr. Atul Kumar Srivastav, Mr. Paul Kumar Kalai, Mr. Umesh Kumar, Mr. Manik Gupta and Mr. Kamran Khwaja, Advs.

versus

GOVERNMENT OF NCT DELHI AND ANRRespondents

Through: Mr. Yeeshu Jain, ASC with Ms. Jyoti Tyagi, Ms. Aveeraj Sharma, Ms. Priya Shukla and Mr. Sumit Kumar, Advs.

+ W.P.(C) 2174/2025, CM APPLs. 10277/2025, 10278/2025 & 10279/2025

ANGOM SUNANDA DEVI AND ORS.

.....Petitioners

Through: Mr. Colin Gonsalves, Sr. Adv. with Ms. Hetvi Patel, Mr. Atul Kumar Srivastav, Mr. Paul Kumar Kalai, Mr. Umesh Kumar, Mr. Manik Gupta and Mr. Kamran Khwaja, Advs.

versus

GOVERNMENT OF NCT DELHI AND ANR.Respondents

Through: Mr. Gaurav Dhingra and Mr. Shashank Singh, Advs.

+ W.P.(C) 3008/2025, CM APPLs. 14184/2025 & 17751/2025

PANKAJ SHUKLA AND ORS

.....Petitioners

Through: Ms. Monika Arora, Mr. Subhrodeep Saha, Mr. Prabhat Kumar and Ms. Anamika Thakur, Advs.

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versus

GOVT OF NCT OF DELHI AND ANRRespondents
Through: Mrs. Avnish Ahlawat, SC with
Mr. Nitesh Kumar Singh and Ms. Aliza
Alam, Advs. for GNCTD

+ W.P.(C) 8538/2025, CM APPLs. 36987/2025, 36988/2025 &
36989/2025

ANITA V YOYAKIM AND ORS.Petitioners
Through: Mr. Colin Gonsalves, Sr. Adv.
with Ms. Hetvi Patel, Mr. Atul Kumar
Srivastav, Mr. Paul Kumar Kalai, Mr.
Umesh Kumar, Mr. Manik Gupta and Mr.
Kamran Khwaja, Advs.

versus

GOVERNMENT OF NCT DELHI AND ANR.Respondents
Through: Mrs. Avnish Ahlawat, SC with
Mr. Nitesh Kumar Singh and Ms. Aliza
Alam, Advs. for GNCTD

+ W.P.(C) 7518/2025, CM APPLs. 33601/2025, 39832/2025 &
38632/2025

DELHI STATE CONTRACTUAL EMPLOYEES
AND ANR.Petitioners
Through: Mr. Sanjoy Ghose, Sr. Adv.
with Ms. Filza Moonis and Mr. Mohit Garg,
Advs.

versus

GOVT OF NCT OF DELHI AND ORS.Respondents
Through: Mrs. Avnish Ahlawat, SC with
Mr. Nitesh Kumar Singh and Ms. Aliza
Alam, Advs. for GNCTD
Mr. Gaurav Dhingra and Mr. Shashank

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2025:DHC:9789-DB



Singh, Advs.

+ W.P.(C) 9430/2025, CM APPLs. 39845/2025, 39846/2025, 39847/2025 & 39848/2025

PREETI

.....Petitioner

Through: Mr. Colin Gonsalves, Sr. Adv.
with Ms. Hetvi Patel, Mr. Atul Kumar
Srivastav, Mr. Paul Kumar Kalai, Mr.
Umesh Kumar, Mr. Manik Gupta and Mr.
Kamran Khwaja, Advs.

versus

GOVERNMENT OF NCT OF DELHI
AND ANR.

.....Respondents

Through: Mrs. Avnish Ahlawat, SC with
Mr. Nitesh Kumar Singh and Ms. Aliza
Alam, Advs. for GNCTD

CORAM:
HON'BLE MR. JUSTICE C. HARI SHANKAR
HON'BLE MR. JUSTICE AJAY DIGPAUL

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JUDGMENT
10.11.2025

C. HARI SHANKAR, J.

The law

1. Four judgments, rendered by Hon'ble Division Benches of the Supreme Court within the past two years, have fundamentally redrawn the horizons of service jurisprudence insofar as they deal with the rights of persons who have rendered uninterrupted, blemish-free service for long, following initial appointments on "casual", "contractual", "*ad hoc*" or "temporary" basis. The Supreme Court has

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Signing Date: 10.11.2025
17:00:41

Page 4 of 55



held, in no uncertain terms, that these labels do not matter anymore and that continuous blemish-free service, following a process of recruitment which is not illegal, *ipso facto* entitles such appointees to regularization. The Supreme Court has gone to the extent of holding that, in such cases, it does not matter whether the posts against which the appointments were made are temporary or permanent, or even whether the appointees possess the requisite educational qualifications for the posts and has recently expanded the paradigm even to issuance of directions to the respondents to create posts on which the appointees would be regularized.

2. These writ petitions are squarely covered by the above decisions. As such, before advertng to the facts of the present petitions, we deem it appropriate to examine the aforesaid four decisions chronologically.

3. **Vinod Kumar v Union of India**¹

3.1 The appellants before the Supreme Court, in this case, were appointed as Accounts Clerks under a temporary scheme based arrangement, albeit after a selection process involving written test and *viva voce*. On the date when the judgment was rendered by the Supreme Court, they had been working continuously on the said posts for over 25 years. They petitioned the Central Administrative Tribunal², seeking regularization. The Tribunal, as well as thereafter the High Court, dismissed the pleas of the appellants on the ground

¹ (2024) 9 SCC 327

² "Tribunal" hereinafter



that their appointments were temporary and made under a specific scheme. Reliance was placed, for the purpose, on the well-known decision of the Constitution Bench of the Supreme Court in **State of Karnataka v Uma Devi**³.

3.2 The Supreme Court reversed the decision of the Tribunal and the High Court, reasoning thus:

“5. Having heard the arguments of both the sides, this Court believes that *the essence of employment and the rights thereof cannot be merely determined by the initial terms of appointment when the actual course of employment has evolved significantly over time. The continuous service of the appellants in the capacities of regular employees, performing duties indistinguishable from those in permanent posts, and their selection through a process that mirrors that of regular recruitment, constitute a substantive departure from the temporary and scheme-specific nature of their initial engagement. Moreover, the appellants' promotion process was conducted and overseen by a Departmental Promotional Committee and their sustained service for more than 25 years without any indication of the temporary nature of their roles being reaffirmed or the duration of such temporary engagement being specified, merits a reconsideration of their employment status.*

6. The application of the judgment in **Umadevi** by the High Court does not fit squarely with the facts at hand, given the specific circumstances under which the appellants were employed and have continued their service. *The reliance on procedural formalities at the outset cannot be used to perpetually deny substantive rights that have accrued over a considerable period through continuous service. Their promotion was based on a specific notification for vacancies and a subsequent circular, followed by a selection process involving written tests and interviews, which distinguishes their case from the appointments through back door entry as discussed in Umadevi.*

7. The judgment in **Umadevi** also distinguished between “irregular” and “illegal” appointments underscoring the importance of considering certain appointments even if were not made strictly in accordance with the prescribed Rules and Procedure, cannot be



said to have been made illegally if they had followed the procedures of regular appointments such as conduct of written examinations or interviews as in the present case. Para 53 of **Umadevi** is reproduced hereunder:

“53. One aspect needs to be clarified. There may be cases where irregular appointments (not illegal appointments) as explained in **State of Mysore v S.V. Narayanappa**⁴, **R.N. Nanjundappa v T. Thimmiah**⁵, and **B.N. Nagarajan v. State of Karnataka**⁶ and referred to in para 15 above, of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without the intervention of orders of the courts or of tribunals. The question of regularisation of the services of such employees may have to be considered on merits in the light of the principles settled by this Court in the cases abovereferred to and in the light of this judgment. In that context, the Union of India, the State Governments and their instrumentalities should take steps to regularise as a one-time measure, the services of such irregularly appointed, who have worked for ten years or more in duly sanctioned posts but not under cover of orders of the courts or of tribunals and should further ensure that regular recruitments are undertaken to fill those vacant sanctioned posts that require to be filled up, in cases where temporary employees or daily wagers are being now employed. The process must be set in motion within six months from this date. We also clarify that regularisation, if any already made, but not sub judice, need not be reopened based on this judgment, but there should be no further bypassing of the constitutional requirement and regularising or making permanent, those not duly appointed as per the constitutional scheme.”

(emphasis in original)

8. In light of the reasons recorded above, this Court finds merit in the appellants' arguments *and holds that their service conditions, as evolved over time, warrant a reclassification from temporary to regular status*. The failure to recognise the substantive nature of their roles and their continuous service akin to permanent employees runs counter to the principles of equity, fairness, and the intent behind employment regulations.”

⁴ AIR 1967 SC 1071

⁵ (1972) 1 SCC 409

⁶ (1979) 4 SCC 507



3.3 The takeaway

The following propositions emerge from this decision:

- (i) What matters is the “essence of employment”.
- (ii) The rights flowing therefrom cannot be determined by the initial terms of appointment, where the actual course of employment has evolved significantly over time.
- (iii) In assessing the rights of the employees, in such cases, the relevant considerations would be
 - (a) continuous service of the employees in the capacities of regular employees,
 - (b) performance of duties by such employees which are indistinguishable from those performed by holders of permanent posts and
 - (c) selection of the employees by a process which mirrors regular recruitment.
- (iv) The substantive rights of the employees, which have evolved over a period of time, cannot be perpetually denied by relying on non-compliance with procedural formalities at the commencement of employment.
- (v) The substantive rights of such employees accrue over a considerable period through continuous service.



(vi) Even if appointments in such cases were not made strictly in accordance with the prescribed rules and procedures, they could not be treated as illegal if they had followed the procedure of regular employment such as conduct of written examinations and interviews.

3.4 Following the above reasoning, the Supreme Court held that the appellants before it were entitled to regular status and that failure to regularize them would run counter to the principles of equity and fairness. The respondents before the Supreme Court were, therefore, directed to regularize the appellants within three months.

4. Jaggo v Union of India ⁷

4.1 The appellants in **Jaggo** were *safaiwalas* and *khallasis*, engaged by the Central Water Commission⁸ on part-time *ad hoc* terms in 1993, 1998 and 1999 for cleaning and maintaining offices of the CWC and for performing duties of gardening, dusting and ancillary maintenance. They were, therefore, performing essential housekeeping work necessary for keeping the offices of the CWC functioning. The appellants approached the Tribunal seeking regularisation. The Tribunal dismissed their OA, on the ground that they had not been engaged against regular vacancies and did not have, to their credit, sufficient full-time service of 240 days per year to entitle them to regularization. Following the judgment of the Tribunal, the services of the appellants were terminated on 27 October 2018. The appellants,

⁷ 2024 SCC OnLine SC 3826

⁸ “CWC” hereinafter



therefore, approached the High Court seeking reinstatement and regularization. The High Court also dismissed the writ petition, observing that they

- (i) were doing part-time work,
- (ii) had not been appointed against sanctioned posts,
- (iii) did not have, to their credit, sufficient full-time service needed for regularization and
- (iv) did not possess the minimum educational qualifications for regular appointment.

The appellants challenged the decision of the High Court by way of SLP to the Supreme Court.

4.2 The following passages from the judgment of the Supreme Court set out its *ratio decidendi*:

“15. Furthermore, the respondents' conduct in issuing tenders for outsourcing the same tasks during the pendency of judicial proceedings, despite a stay order from the Tribunal directing maintenance of status quo, reveals lack of bona fide intentions. Such actions not only contravened judicial directives but also underscored the respondents' unwillingness to acknowledge the appellants' rightful claims to regularization.

16. *The appellants' consistent performance over their long tenures further solidifies their claim for regularization.* At no point during their engagement did the respondents raise any issues regarding their competence or performance. On the contrary, their services were extended repeatedly over the years, and their remuneration, though minimal, was incrementally increased which was an implicit acknowledgment of their satisfactory performance. The respondents' belated plea of alleged unsatisfactory service appears to be an afterthought and lacks credibility.

17. *As for the argument relating to educational qualifications, we find it untenable in the present context. The nature of duties the appellants performed—cleaning, sweeping, dusting, and*



gardening—does not inherently mandate formal educational prerequisites. It would be unjust to rely on educational criteria that were never central to their engagement or the performance of their duties for decades. Moreover, the respondents themselves have, by their conduct, shown that such criteria were not strictly enforced in other cases of regularization. The appellants' long-standing satisfactory performance itself attests to their capability to discharge these functions, making rigid insistence on formal educational requirements an unreasonable hurdle.

19. It is evident from the foregoing *that the appellants' roles were not only essential but also indistinguishable from those of regular employees. Their sustained contributions over extended periods, coupled with absence of any adverse record, warrant equitable treatment and regularization of their services.* Denial of this benefit, followed by their arbitrary termination, amounts to manifest injustice and must be rectified.

20. It is well established that the decision in **Uma Devi (supra)** does not intend to penalize *employees who have rendered long years of service fulfilling ongoing and necessary functions of the State or its instrumentalities.* The said judgment sought to prevent backdoor entries and illegal appointments that circumvent constitutional requirements. However, where appointments were not illegal but possibly “irregular,” and where employees had served continuously against the backdrop of sanctioned functions for a considerable period, the need for a fair and humane resolution becomes paramount. Prolonged, continuous, and unblemished service performing tasks inherently required on a regular basis can, over the time, transform what was initially ad-hoc or temporary into a scenario demanding fair regularization. In a recent judgment of this Court in **Vinod Kumar v Union of India**, it was held that procedural formalities cannot be used to deny regularization of service to an employee whose appointment was termed “temporary” but has performed the same duties as performed by the regular employee over a considerable period in the capacity of the regular employee.

21. The High Court placed undue emphasis on the initial label of the appellants' engagements and the outsourcing decision taken after their dismissal. *Courts must look beyond the surface labels and consider the realities of employment: continuous, long-term service, indispensable duties, and absence of any mala fide or illegalities in their appointments. In that light, refusing regularization simply because their original terms did not*



explicitly state so, or because an outsourcing policy was belatedly introduced, would be contrary to principles of fairness and equity.

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 **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 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 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.

(Italics supplied)

4.3 The takeaway



Thus, from the above passages, the propositions laid down by the Supreme Court, and the reasoning of the Supreme Court in allowing the appellants' appeals may be set out thus:

- (i) Long standing and uninterrupted service of the appellants could not be brushed aside by labeling their initial appointment as part-time or contractual.
- (ii) The essence of the appellants' employment had to be seen in the light of
 - (a) their sustained contribution,
 - (b) the integral nature of their work, and
 - (c) the fact that their entry was not through any illegal or surreptitious route.
- (iii) The appellants were holding essential and indispensable functions related to the basic operational functionality of the CWC.
- (iv) The appellants had rendered continuous and uninterrupted service for 10-20 years. Their re-engagement was not sporadic or temporary in nature. They, therefore, were performing regular and recurrent service, akin to the responsibilities associated with the sanctioned posts. That the appellants' services were indispensable was also manifest from the fact that the respondent did not engage any other personnel to perform the tasks being performed by the appellants.



(v) In such circumstances, the respondent could not be permitted to contend that the posts held by the appellants were not regular, as the work performed by them was perennial and essential to the functioning of the CWC offices.

(vi) Recurrent nature of the duties performed by the appellants necessitated their classification as regular posts, irrespective of how their initial engagements labeled.

(vii) The subsequent outsourcing by the respondent of the services being performed by the appellants to private agencies also demonstrated the inherent need for the said services.

(viii) In such circumstances, the abrupt termination of the appellants without notice was arbitrary and violative of the principles of natural justice.

(ix) Contractual employees were also entitled to a hearing before any adverse action was taken against them, particularly where their service records were unblemished.

(x) The consistent performance of the appellants over a long period solidified their claim for regularisation. Their services were extended continuously.

(xi) In such circumstances, the respondent's plea that the appellants did not possess the requisite educational qualifications was unsustainable. Moreover, the appellants were performing



Group-D work, for which educational qualifications were not central.

(xii) Besides, persons with less service than the appellants had been regularised, thereby also resulting in discrimination.

(xiii) The decision in **Uma Devi** was never intended to penalize employees with long years of service, performing necessary functions of the organization. It was intended to prevent backdoor entries and illegal appointments.

(xiv) Prolonged, continuous and unblemished service of the employees, performing essential tasks, transformed the initially temporary employment into a scenario demanding fair regularisation.

(xv) As was held in **Vinod Kumar**, procedural formalities could not, in such circumstances, be used to deny regularisation of service to employees whose employment was termed “temporary”, but who performed the same duties as were performed by regular employees, over an extended period.

(xvi) In such circumstances, the Court was required to look beyond the surface level of the appointment and to consider

- (a) the realities of the employment,
- (b) continuous and long-term service of the employee,
- (c) the indispensable nature of their duties and



(d) the absence of *mala fides* or illegalities in their initial appointment.

(xvii) In such circumstances, refusing regularisation to the employees because their original terms of employment did not envisage regularisation, or because of belated outsourcing of same work, was contrary to the principles of fairness and equality.

(xviii) **Uma Devi** was often misinterpreted and misapplied to deny legitimate claims to regularisation, of long-serving employees.

(xix) In the case before the Supreme Court, claims of employees had been rejected even where their appointments were not illegal, but merely lacked adherence to procedural formalities.

(xx) **Uma Devi** had, thus, been weaponized against employees who had rendered indispensable service over decades.

4.4 Following the above reasoning, the Supreme Court quashed the termination order of the appellant before it, directed that they be reinstated and regularized forthwith, albeit back wages, but with continuity of service.



5. Shripal v Nagar Nigam, Ghaziabad⁹

5.1 This was an appeal which emanated out of proceedings under the Industrial Disputes Act, 1947.

5.2 The workmen before the Supreme Court had been engaged as Gardeners in the Horticulture Department of the Ghaziabad Nagar Nigam¹⁰ since 1998 and 1999. They continuously discharged horticultural and maintenance duties, though no formal appointment letters were ever issued to them. In 2004, they raised an industrial dispute seeking regularisation. While the proceedings were pending, several of the workmen were terminated orally in mid July 2005. The State Government referred the disputes relating to regularisation of the workmen, as well as legality of their termination, to the Ghaziabad Labour Court for adjudication. The Labour Court passed contradictory orders, holding the termination illegal in some cases and holding that the workmen had no right to regularisation in others.

5.3 Cross writ petitions were filed by the GNN and the workmen before the High Court of Allahabad. The High Court, holding that several disputed issues existed, partially modified the award of the Labour Court, directing re-engagement of the workmen on daily wages with pay equivalent to minimum of the regular pay scale of Gardeners, as well as consideration of their regularisation in future.

5.4 The judgment of the High Court was also challenged before the

⁹ 2025 SCC OnLine SC 221

¹⁰ “GNN”, hereinafter



Supreme Court both by GNN and the workmen.

5.5 Before the Supreme Court, the workmen contended that they had continuously discharged horticultural and maintenance duties under direct supervision and control of the GNN and that their longstanding and continuous employment entitled them to regularisation. It was also asserted that their termination was illegal. As against this, the GNN contended that

- (i) no proper selection process had been followed to appoint the workmen,
- (ii) their appointment was not against sanctioned posts,
- (iii) all horticulture work was carried out through independent contractors appointed via tender,
- (iv) in view of the decision in **Uma Devi**, no daily wager could claim a right to permanent absorption without adherence to constitutional requirements and in the absence of duly sanctioned vacancies, and
- (v) the workmen had not demonstrated that they had completed 240 days of continuous work in any calendar year.

5.6 The Supreme Court held as under:

“9. On a plain reading of this section, we can deduce that *any unilateral alteration in service conditions, including termination, is impermissible during the pendency of such proceedings unless prior approval is obtained from the appropriate authority. The record in the present case does not indicate that the Respondent Employer ever sought or was granted the requisite approval. Prima facie, therefore, this conduct reflects a deliberate attempt to circumvent the lawful claims of the workmen, particularly when their dispute over regularization and wages remained sub judice.*



10. The Respondent Employer consistently labelled the Appellant Workmen as casual employees (or workers engaged through an unnamed contractor), yet there is no material proof of adherence to Section 6N of the U.P. Industrial Disputes Act, 1947, which mandates a proper notice or wages in lieu thereof as well as retrenchment compensation. In this context, *whether an individual is classified as regular or temporary is irrelevant as retrenchment obligations under the Act must be met in all cases attracting Section 6N. Any termination thus effected without statutory safeguards cannot be undertaken lightly.*

11. Furthermore, the Employer's stance that there was never a direct employer-employee relationship is wholly unsubstantiated. If, in fact, the Appellant Workmen had been engaged solely through a contractor, the Employer would have necessarily maintained some form of contract documentation, license copies, or invoices substantiating the contractor's role in hiring, paying, and supervising these workers. However, no such documents have been placed on record. Additionally, the Employer has failed to establish that wages were ever paid by any entity other than its own Horticulture Department, which strongly indicates direct control and supervision over the Workmen's day-to-day tasks is a hallmark of an employer-employee relationship. Had there been a legitimate third-party contractor, one would expect to see details such as tender notices, contract agreements, attendance records maintained by the contractor, or testimony from the contractor's representatives. The absence of these crucial elements undermines the Employer's claim of outsourced engagement. In fact, it appears that the Workmen were reporting directly to the Horticulture Department officials, receiving instructions on their duties, and drawing wages issued under the Municipality's authority. This pattern of direct oversight and wage disbursement substantially negates the narrative that they were "contractor's personnel." Consequently, the discontinuation of their services carried out without compliance with statutory obligations pertaining to notice, retrenchment compensation, or approval under Section 6E of the U.P. Industrial Disputes Act, stands on precarious ground. The very foundation of the Employer's defense (i.e., lack of an employer-employee relationship) is not supported by any credible or contemporaneous evidence.

12. The evidence, including documentary material and undisputed facts, reveals that *the Appellant Workmen performed duties integral to the Respondent Employer's municipal functions specifically the upkeep of parks, horticultural tasks, and city beautification efforts. Such work is evidently perennial rather than sporadic or project-based. Reliance on a general "ban on fresh recruitment" cannot be used to deny labor protections to long-*



serving workmen. On the contrary, the acknowledged shortage of Gardeners in the Ghaziabad Nagar Nigam reinforces the notion that these positions are essential and ongoing, not intermittent.

13. By requiring the same tasks (planting, pruning, general upkeep) from the Appellant Workmen as from regular Gardeners but still compensating them inadequately and inconsistently the Respondent Employer has effectively engaged in an unfair labour practice. *The principle of “equal pay for equal work,” repeatedly emphasized by this Court, cannot be casually disregarded when workers have served for extended periods in roles resembling those of permanent employees. Long-standing assignments under the Employer's direct supervision belie any notion that these were mere short-term casual engagements.*

14. The Respondent Employer places reliance on **Umadevi** to contend that daily-wage or temporary employees cannot claim permanent absorption in the absence of statutory rules providing such absorption. However, as frequently reiterated, **Uma Devi** itself distinguishes between appointments that are “illegal” and those that are “irregular,” the latter being eligible for regularization if they meet certain conditions. More importantly, **Uma Devi** cannot serve as a shield to justify exploitative engagements persisting for years without the Employer undertaking legitimate recruitment. Given the record which shows no true contractor-based arrangement and a consistent need for permanent horticultural staff the alleged asserted ban on fresh recruitment, though real, cannot justify indefinite daily-wage status or continued unfair practices.

15 It is manifest that the Appellant Workmen continuously rendered their services over several years, sometimes spanning more than a decade. Even if certain muster rolls were not produced in full, the Employer's failure to furnish such records—despite directions to do so—allows an adverse inference under well-established labour jurisprudence. Indian labour law strongly disfavors perpetual daily-wage or contractual engagements in circumstances where the work is permanent in nature. Morally and legally, workers who fulfil ongoing municipal requirements year after year cannot be dismissed summarily as dispensable, particularly in the absence of a genuine contractor agreement.....

17. In light of these considerations, the Employer's discontinuation of the Appellant Workmen stands in violation of the most basic labour law principles. *Once it is established that their services were terminated without adhering to Sections 6E and 6N of the U.P. Industrial Disputes Act, 1947, and that they were*



engaged in essential, perennial duties, these workers cannot be relegated to perpetual uncertainty. While concerns of municipal budget and compliance with recruitment rules merit consideration, such concerns do not absolve the Employer of statutory obligations or negate equitable entitlements. Indeed, bureaucratic limitations cannot trump the legitimate rights of workmen who have served continuously in de facto regular roles for an extended period.”

(emphasis supplied)

5.7 The Supreme Court also followed its earlier decision in **Jaggo**.

5.8 Following the above discussion, the Supreme Court directed reinstatement of the workmen and further directed the GNN to initiate a fair and transparent process for regularizing them within six months from the date of reinstatement, considering the fact that they have performed perennial municipal duties akin to permanent posts.

5.9 The takeaway

From this decision, the following propositions emerge:

(i) Where persons have been appointed and continuously worked on their posts uninterruptedly for long periods of time without any complaint, it was unconstitutional to terminate them or not to regularize their services, especially where the work undertaken by them was perennial and essential in nature.

(ii) In such cases, the plea that no proper selection process had been followed or that the workmen had not been appointed against any sanctioned posts, was not available to the



establishment.

(iii) **Uma Devi** did not militate against directing regularisation of the services of the workmen in such a case.

(iv) Nor were the workmen in such a case required to establish that they had completed 240 days of continuous service in any year.

(v) It was also not open to the establishment to contend, in such cases, that there was any ban on recruitment.

6. **Dharam Singh v State of UP**¹¹

6.1 In **Dharam Singh**, the Supreme Court carried the principles laid down in **Vinod Kumar, Jaggo** and **Shripal** a notch further.

6.2 **Dharam Singh** opened with the following exordium:

“When public institutions depend, day after day, on the same hands to perform permanent tasks, equity demands that those tasks are placed on sanctioned posts, and those workers are treated with fairness and dignity. The controversy before us is not about rewarding irregular employment. It is about whether years of ad hoc engagement, defended by shifting excuses and pleas of financial strain, can be used to deny the rights of those who have kept public institutions running. We resolve it by insisting that public employment should be organised with fairness, reasoned decision making, and respect for the dignity of work.”

6.3 The workmen in **Dharam Singh** had been employed as peon/ attendant and driver, on daily wage basis in the UP Higher Education



Services Commission¹².

6.4 On 24 October 1991, the UPHESC resolved to create 14 Class 3 and Class 4 posts and sought sanction from the State Government. This request was reiterated by the UPHESC on 16 October 1999. The request was rejected by the State Government on 11 November 1999 citing financial constraints.

6.5 The workmen thereupon approached the High Court of Allahabad by way of a writ petition, seeking a mandamus to the State to sanction/create 14 posts in Class 3/Class 4 for the UPHESC in terms of the resolution of the UPHESC and to regularize the workmen against the said posts.

6.6 This petition was disposed of, by the High Court on 24 April 2002 with a direction to the UPHESC to send a fresh recommendation for sanction of appropriate Group C/Group D posts and a direction to the State to take a fresh decision thereon. In the meanwhile, it was directed that the appellants be paid the minimum of the applicable pay scale.

6.7 Pursuant thereto, the UPHESC sent a fresh recommendation on 25 November 2003, which was again declined by the State, citing financial grounds and ban on creation of new posts.

6.8 This decision was again carried by the workmen to the High Court which dismissed the writ petition on 19 May 2009 on the



ground that there were no rules for regularization in the UPHESC and that no vacancies existed in which the workmen could be accommodated and the prayer for regularization was, in any case, impermissible in view of the law laid down in **Uma Devi**. This decision was affirmed by the Division Bench of the High Court in appeal observing that the workmen were daily wagers and there was no provision in the Rules of the UPHESC envisaging their regularization and no vacancy existed in which they could be accommodated.

6.9 In these circumstances, the Supreme Court identified the issue that arose before it for consideration thus, in para 6:

“6. The question before us is whether the High Court erred in failing to adjudicate the appellants' principal challenge to the State's refusals to sanction posts and treating the matter as a mere plea for regularization, and, if so, given the appellants' long and undisputed service, what appropriate relief ought to follow from this Court.”

6.10 The Supreme Court held the approach of the High Court to be unacceptable. The relevant paragraphs from the decision of the Supreme Court may be reproduced hereunder:

“8. *The State's refusal of 11.11.1999 cites “financial constraints” and the subsequent decision of 25.11.2003 (taken after the High Court's direction to reconsider) adverts to financial crisis and a ban on creation of posts. Neither decision engages with relevant considerations placed on record, namely, the Commission's 1991 resolution and repeated proposals, the acknowledged administrative exigencies of a recruiting body handling large cycles, the continuous deployment of these very hands for years, and the existence of attendant work that is primarily perennial rather than sporadic. While creation of posts is primarily an executive function, the refusal to sanction posts cannot be immune from judicial scrutiny for arbitrariness. We*



believe that a non-speaking rejection on a generic plea of “financial constraints”, ignoring functional necessity and the employer's own longstanding reliance on daily wagers to discharge regular duties, does not meet the standard of reasonableness expected of a model public institution.

9. Moreover, it is undisputed that the nature of work performed by the appellants, i.e. sorting and scrutiny of applications, dispatch and office support, and driving, has been continuous and integral to the Commission's functioning since their engagement between 1989 and 1992. The Commission itself moved for sanction of fourteen posts and furnished a list of fourteen daily wagers including the appellants. That consistent internal demand, coupled with uninterrupted utilisation of the appellants' labour on regular office hours, fortifies the conclusion that the duties are perennial. To continue extracting such work for decades while pleading want of sanctioned strength is a position that cannot be sustained.

10. It must be noted that the premise of “no vacancy” is, in any event, contradicted by the evidence on record. An RTI response of 22.01.2010 received from the office of Respondent No. 2 indicated existence of Class-IV vacancies. Furthermore, I.A. No. 109487 of 2020 filed before this Court by the appellants specifically pointed to at least five vacant Class-IV/Guard posts and one vacant Driver post within the establishment. That application also set out the names of similarly situated daily wagers who were regularised earlier within the same Commission. No rebuttal was filed to the I.A. The unrebutted assertion of vacancies and the comparison with those who received regularisation materially undermine the High Court's conclusion that no vacancy existed and reveal unequal treatment vis-à-vis persons similarly placed. Selective regularisation in the same establishment, while continuing the appellants on daily wages despite comparable tenure and duties with those regularized, is a clear violation of equity.

11. Furthermore, it must be clarified that the reliance placed by the High Court on **Umadevi (supra)** to non-suit the appellants is misplaced. Unlike **Umadevi (supra)**, *the challenge before us is not an invitation to bypass the constitutional scheme of public employment. It is a challenge to the State's arbitrary refusals to sanction posts despite the employer's own acknowledgement of need and decades of continuous reliance on the very workforce.* On the other hand, **Umadevi (supra)** draws a distinction between illegal appointments and irregular engagements and does not endorse the perpetuation of precarious employment where the work itself is permanent and the State has failed, for years, to put its house in order. Recent decisions of this Court in **Jaggo v Union of**



India and in **Shripal v Nagar Nigam, Ghaziabad** have emphatically cautioned that **Umadevi (*supra*)** cannot be deployed as a shield to justify exploitation through long-term “ad hocism”, the use of outsourcing as a proxy, or the denial of basic parity where identical duties are exacted over extended periods. The principles articulated therein apply with full force to the present case.

12. We also note the Commission's affidavit filed in 21.04.2025 pursuant to the order of this Court dated 27.03.2025, wherein reference has been made to a supervening reorganisation in 2024, whereby the U.P. Higher Education Services Commission was merged into the U.P. Education Services Selection Commission and, by a Government Order of 05.07.2024, certain Group-C posts were sanctioned while Class-IV/Driver requirements were proposed to be met through outsourcing. *We must point out however, that supervening structural change cannot extinguish accrued claims or pending proceedings. The successor body steps into the shoes of its predecessor subject to liabilities and obligations arising from the prior regime. More fundamentally, a later policy to outsource Class-IV/Driver functions cannot retrospectively validate earlier arbitrary refusals, nor can it be invoked to deny consideration to workers on whose continuous services the establishment relied for decades.*

13. As we have observed in both **Jaggo (*supra*)** and **Shripal (*supra*)**, *outsourcing cannot become a convenient shield to perpetuate precariousness and to sidestep fair engagement practices where the work is inherently perennial.* The Commission's further contention that the appellants are not “full-time” employees but continue only by virtue of interim orders also does not advance their case. That interim protection was granted precisely because of the long history of engagement and the pendency of the challenge to the State's refusals. It neither creates rights that did not exist nor erases entitlements that may arise upon a proper adjudication of the legality of those refusals.

14. The learned Single Judge of the High Court also declined relief on the footing that the petitioners had not specifically assailed the subsequent decision dated 25.11.2003. However, that view overlooks that the writ petition squarely challenged the 11.11.1999 refusal as the High Court itself directed a fresh decision during pendency, and the later rejection was placed on record by the respondents. In such circumstances, we believe that the High Court was obliged to examine the legality of the State's stance in refusing sanction, whether in 1999 or upon reconsideration in



2003, rather than dispose of the matter on a mere technicality. The Division Bench of the High Court compounded the error by affirming the dismissal without engaging with the principal challenge or the intervening material. *The approach of both the Courts, in reducing the dispute to a mechanical enquiry about “rules” and “vacancy” while ignoring the core question of arbitrariness in the State’s refusal to sanction posts despite perennial need and long service, cannot be sustained.*

15. Therefore, in view of the foregoing observations, the impugned order of the High Court cannot be sustained. The State’s refusals dated 11.11.1999 and 25.11.2003, in so far as they concern the Commission’s proposals for sanction/creation of Class-III/Class-IV posts to address perennial ministerial/attendant work, are held unsustainable and stand quashed.

16. The appeal must, accordingly, be allowed.

17. Before concluding, we think it necessary to recall that the State (here referring to both the Union and the State governments) is not a mere market participant but a constitutional employer. It cannot balance budgets on the backs of those who perform the most basic and recurring public functions. *Where work recurs day after day and year after year, the establishment must reflect that reality in its sanctioned strength and engagement practices. The long-term extraction of regular labour under temporary labels corrodes confidence in public administration and offends the promise of equal protection. Financial stringency certainly has a place in public policy, but it is not a talisman that overrides fairness, reason and the duty to organise work on lawful lines.”*

6.11 Following the above discussion, the Supreme Court issued the following directions in para 19 of the report:

“19(i). Regularization and creation of Supernumerary posts: *All appellants shall stand regularized with effect from 24.04.2002, the date on which the High Court directed a fresh recommendation by the Commission and a fresh decision by the State on sanctioning posts for the appellants. For this purpose, the State and the successor establishment (U.P. Education Services Selection Commission) shall create supernumerary posts in the corresponding cadres, Class-III (Driver or equivalent) and Class-IV (Peon/Attendant/Guard or equivalent) without any caveats or preconditions. On regularization, each appellant shall be placed at not less than the minimum of the regular pay-scale for the post, with protection of last-drawn wages if higher and the appellants*



shall be entitled to the subsequent increments in the pay scale as per the pay grade. For seniority and promotion, service shall count from the date of regularization as given above.

ii. **Financial consequences and arrears:** *Each appellant shall be paid as arrears the full difference between (a) the pay and admissible allowances at the minimum of the regular pay-level for the post from time to time, and (b) the amounts actually paid, for the period from 24.04.2002 until the date of regularization/retirement/death, as the case may be. Amounts already paid under previous interim directions shall be so adjusted. The net arrears shall be released within three months and if in default, the unpaid amount shall carry compound interest at 6% per annum from the date of default until payment.*

iii. **Retired appellants:** *Any appellant who has already retired shall be granted regularization with effect from 24.04.2002 until the date of superannuation for pay fixation, arrears under clause (ii), and recalculation of pension, gratuity and other terminal dues. The revised pension and terminal dues shall be paid within three months of this Judgment.*

iv. **Deceased appellants:** *In the case of Appellant No. 5 and any other appellant who has died during pendency, his/her legal representatives on record shall be paid the arrears under clause (ii) up to the date of death, together with all terminal/retiral dues recalculated consistently with clause (i), within three months of this Judgment.*

v. **Compliance affidavit:** *The Principal Secretary, Higher Education Department, Government of Uttar Pradesh, or the Secretary of the U.P. Education Services Selection Commission or the prevalent competent authority, shall file an affidavit of compliance before this Court within four months of this Judgment.”*

6.12 The justification for issuing the above directions, which were unquestionably drastic in nature was thus provided in para 20 of the judgment:

“20. We have framed these directions comprehensively because, case after case, orders of this Court in such matters have been met with fresh technicalities, rolling “reconsiderations,” and administrative drift which further prolongs the insecurity for those who have already laboured for years on daily wages. Therefore, we have learned that *Justice in such cases cannot rest on simpliciter*



directions, but it demands imposition of clear duties, fixed timelines, and verifiable compliance. As a constitutional employer, the State is held to a higher standard and therefore it must organise its perennial workers on a sanctioned footing, create a budget for lawful engagement, and implement judicial directions in letter and spirit. Delay to follow these obligations is not mere negligence but rather it is a conscious method of denial that erodes livelihoods and dignity for these workers. The operative scheme we have set here comprising of creation of supernumerary posts, full regularization, subsequent financial benefits, and a sworn affidavit of compliance, is therefore a pathway designed to convert rights into outcomes and to reaffirm that fairness in engagement and transparency in administration are not matters of grace, but obligations under Articles 14, 16 and 21 of the Constitution of India.”

6.13 The Takeaway

6.13.1 Besides reiterating the principles already contained in its earlier decisions in **Vinod Kumar, Jaggo** and **Shripal**, the Supreme Court in **Dharam Singh** went a step further and in fact granted the relief, sought by the appellants in that case, for a direction to the Executive Authorities to sanction posts and regularize the appellants against the said posts. This is a radical development in the law as, normally, the power to sanction posts vests exclusively in the Executive, and no mandamus can issue to an Executive Authority to create posts. The significance of this direction is underscored by the fact that, in **Union of India v Ilmo Devi**¹³, one of the judgments which, in another similar case, was cited by us as contrary to the principles enunciated in **Jaggo**, the Supreme Court held against the employees precisely on the ground that the Court could not direct creation of posts. By endorsing the prayers of the appellants in **Dharam Singh** seeking issuance of such a direction, therefore, the Supreme Court has clearly



heralded development of the law beyond **Ilmo Devi**.

6.13.2 The Supreme Court has also, in fact, noticed this fact in para 8 of the judgment. In the said paragraph, the Supreme Court observed that “while creation of posts is primarily an executive function, the refusal to sanction posts cannot be immune from judicial scrutiny for arbitrariness”. Thus, in a case in which the appellants had been working since long, after being appointed on contractual basis, with their contracts being periodically extended, and when they were rendering essential functions, the Supreme Court went to the extent of directing creation of posts to accommodate and regularize the appellants.

6.13.3 Another important take away from the judgment in **Dharam Singh** is the rejection, by the Supreme Court, of the contention of the State, that the appellants had been continuing on their posts by virtue of interim orders passed by the Court. This is important because the respondents, even before us, have advanced an identical contention. The Supreme Court, in no uncertain terms, negated the contention, stating that interim protection had been granted precisely because the employees concerned had rendered unblemished service for long periods of time. The interim relief granted was, therefore, a recognition of the rights of the employees, and could not be cited as a ground to question their rights.

The Facts

7. The petitioners in all these cases were appointed pursuant to



identical advertisements inviting applications from persons who desired appointment as paramedical/nursing staff. Their appointment orders were also largely similar. By way of an example, the advertisement (to the extent relevant) and a sample appointment order in WP (C) 2174/2025¹⁴, may be reproduced thus:

Advertisement

“NOTICE FOR WALK IN INTERVIEW

Application from eligible candidates are invited for engagement of the following Paramedical/Nursing Staff purely on contract basis for a period of 11 Months on consolidated monthly remuneration (inclusive of all allowances). Interviews will be held in the Conference Room. Office of the Medical Superintendent, Dr. Hedgewar Arogya Sansthan, Karkardooma, Delhi-32. The appointment is purely on contract basis initially for a period of 11 months Or till regular candidate joins the post, whichever is earlier. The candidates can register their names with the office of the MS, as per the specimen application from given in along with the advertisement, for interview from 24-01-08 to 31-01-08 between 02:00 P.M. to 04:00 P.M. no application will be entertained after scheduled time and date. The name of posts, qualification required, remuneration (consolidated) and dates of interviews are given as under:-

S. No	Name of post	Consolidated remuneration per month (inclusive of all allowances)	Required qualification	No of post	Date of interview
1.	STAFF NURSE Age Limit below 32 years	₹ 10575/-	1. Matriculation OR its equivalent qualification. 2. 'A' Grade certificate in nursing from	54	07-02-08 & 08-02-08



2025:DHC:9789-DB



			recognized institution. 3. Certificate in Midwifery. 4. Should be able to speak / understand Hindi. 5. Should be registered with State Nursing Council.		
--	--	--	--	--	--

Offer letter of appointment

**“GOVT. OF NCT OF DELHI
DR HEDGEWAR AROGYA SANSTHAN
KARKARDOOMA, DELHI-110032**

No.F/1/25/2008/SN/DHAS/Estt./2493

Dated 01/03/08

OFFER LETTER

Consequent upon the interviews conducted for engagement of Staff Nurses on contract basis for Dr. Hedgewar Aroga Sansthan, Karkardooma, Delhi-110 032, Shri / Smt / Ms. Angom Sunanda Devi hereby offered appointment as Staff Nurse on contract basis on consolidated emoluments of Rs.10575/- per month

The engagement of the contract staff will be subjected to the following terms and conditions :

1. The said engagement is purely on contract basis for a period of 11 (eleven) months only and it shall be deemed to have automatically come to an end on expiry of the said engagement period or till a regular incumbent joins the post, whichever is earlier.
2. This engagement on contract basis will not confer any right for regular appointment to the post and may be terminated even when a regular post is lying vacant.
3. The contractual engagement is purely on temporary basis and it can be terminated by the employer during any time of the agreement without assigning any reason or giving any notice.
4. The candidate shall have to give one month notice or deposit an amount equivalent to one month remuneration if he / she

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W.P.(C) 2117/2025 and connected matters
Signing Date: 10.11.2025 17:00:41



wishes to terminate the contract.

5. The candidate will sincerely perform the duties assigned to him / her by the Hospital Authority to the satisfaction of the Hospital Authority. He / she shall remain polite and courteous to the staff members, patients and their attendants and shall abide by the rules and regulations of the Hospital.

6. Any unauthorized absence from duty for more than five days will lead to termination of the contract.

7. The candidate will not be entitled to any other financial benefits viz. allowances, perks, bonus, medical reimbursement etc. other than the monthly remuneration (tax) will be deducted at source on taxable income). He / She shall not be entitled to any other facilities as provided to the employees appointed on regular basis or otherwise.

8. It will not be the responsibility of the Employer to provide accommodation to the candidate. The candidate shall not be entitled for any government accommodation.

9. Leave admissibility to the employee during the contract period

- i. Earned leave will be granted @ two and half days per month of completed service.
- ii. The leave will be granted in full days only.
- iii. Maternity leave as per Maternity Benefit Act, 1961
- iv. Leave encashment on termination of agreement only
- v. No other leave is admissible.

In case the offer of appointment is acceptable on the above terms and conditions, Shri / Smt./Ms. Angom Sunanda Devi shall submit acceptance to the Med. Superintendent, DHAS, on or before 10.03.08, failing which it will be presumed that he / she is not interested in this offer and treated this offer letter as cancelled. DHAS is not responsible for any postal delay. Engagement of the candidate for the post shall be subjected to production of medical fitness certificate.

Shri / Smt. / Ms. Angom Sunanda Devi shall bring all relevant documents in original for verification at the time of joint.

Sd/-
(DR. P. RAJU)
ADDL. MEDICAL SUPDT./ HOO”



2025:DHC:9789-DB



8. The dates of initial appointments, the posts on which the petitioners were appointed and the details of their service, may thus be provided in tabular form:

Pawan Sharma v GNCTD - WP (C) 2117/2025

S.No	Name	Designation	Date of joining	Extended till	Tenure
1	Pawan Sharma	Nursing staff	01.05.2007	31.03.2025	18 years
2	Neetesh Kumar	Nursing staff	09.07.2008	31.03.2025	17 years
3	Mukesh Kumar Swarankar	Nursing staff	19.09.2008	31.03.2025	17 years
4	Sandeep Kumar	Nursing staff	30.06.2008	31.03.2025	17 years
5	Arun Kumar Mishra	Nursing staff	28.04.2007	31.03.2025	18 years
6	Dinesh Kumar Saini	Nursing staff	27.09.2005	31.03.2025	20 years
7	Raj Kumar Guupta	Nursing staff	21.07.2008	31.03.2025	17 years
8	Satveer Singh	Nursing staff	01.06.2007	31.03.2025	18 years
9	Batti Lal Meena	Nursing staff	24.04.2007	31.03.2025	18 years
10	Mareena Sara Ninan	Nursing staff	10.07.2008	31.03.2025	17 years
11	Hariom Gupta	Nursing staff	14.07.2008	31.03.2025	17 years
12	Laltesh Kumar Tiwari	Nursing staff	27.09.2005	31.03.2025	20 years
13	Sanoj Devi	Nursing staff	26.09.2005	31.03.2025	20 years
14	Mahesh Chand Meena	Nursing staff	24.04.2007	31.03.2025	18 years
15	Yogendra Kumar Bhardwaj	Nursing staff	27.09.2005	31.03.2025	20 years
16	Manish Kumar	Nursing staff	12.07.2007	31.03.2025	18 years

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W.P.(C) 2117/2025 and connected matters
Signing Date: 10.11.2025 17:00:41



2025:DHC:9789-DB



17	Rajesh Aggarwal	Nursing staff	21.03.2007	31.03.2025	18 years
18	Seema	Nursing staff	01.08.2008	31.03.2025	17 years
19	Mahesh Kumar Yadav	Nursing staff	01.01.2009	31.03.2025	16 years
20	Vishnu Sahu	Nursing staff	14.07.2008	31.03.2025	17 years
21	Saroj Devi	Nursing staff	21.07.2008	31.03.2025	17 years
22	Rajendra Kumar Saini	Nursing staff	26.06.2012	31.03.2025	13 years
23	Usha Khanna	Nursing staff	24.07.2007	31.03.2025	18 years
24	Sita Ram Jaat	Nursing staff	02.01.2009	31.03.2025	16 years
25	Jai Narayan Dudi	Nursing staff	26.04.2007	31.03.2025	18 years
26	Rajesh Kumar	Nursing staff	18.03.2007	31.03.2025	18 years
27	Jai Prakash	Nursing staff	06.10.2005	31.03.2025	20 years
28	Amar Singh Yadav	Nursing staff	28.09.2005	31.03.2025	20 years
29	Rajkumar Yadav	Nursing staff	26.09.2005	31.03.2025	20 years
30	Choth Mal Yadav	Nursing staff	26.09.2005	31.03.2025	20 years
31	Deepika	Nursing staff	03.07.2008	31.03.2025	17 years
32	Satyender	Nursing staff	24.02.2007	31.03.2025	18 years
33	Jai Ram Jaat	Nursing staff	27.09.2005	31.03.2025	20 years
34	Ashok Kumar Sharma	Nursing staff	27.09.2005	31.03.2025	20 years
35	Krishna Kumar Mittal	Nursing staff	04.07.2008	31.03.2025	17 years
36	Jagram	Nursing staff	20.02.3007	31.03.2025	18 years
37	Shravan Kumar	Nursing staff	09.07.2008	31.03.2025	17 years
38	Jaideep Singh	Nursing staff	03.08.2008	31.03.2025	17 years
39	Kavita	Nursing staff	29.06.2012	31.03.2025	12 years
40	Monika Francis	Nursing staff	24.09.2008	31.03.2025	16 years

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Signing Date: 10.11.2025
17:00:41

W.P.(C) 2117/2025 and connected matters

Page 36 of 55



2025:DHC:9789-DB



41	Mumtaz Praveen	Nursing staff	27.06.2012	31.03.2025	12 years
42	Sangeeta Kumari	Nursing staff	28.06.2012	31.03.2025	12 years
43	Harish Kumar	Nursing staff	15.03.2007	31.03.2025	18 years
44	Jal Singh	Nursing staff	16.12.2008	31.03.2025	16 years
45	Sanjay Kumar	Nursing staff	06.11.2008	31.03.2025	16 years
46	Vikram Singh Yadav	Nursing staff	30.12.2008	31.03.2025	16 years
47	Ashok Kumar	Nursing staff	16.03.2007	31.03.2025	18 years
48	Ravinder Kumar	Nursing staff	03.10.2008	31.03.2025	16 years
49	Vandana	Nursing staff	04.11.2008	31.03.2025	16 years
50	Vineeta Kuchhar	Nursing staff	12.04.2007	31.03.2025	17 years
51	Sujan Singh	Nursing staff	12.04.2008	31.03.2025	16 years
52	Dimple	Nursing staff	04.04.2008	31.03.2025	16 years
53	Mukesh Chand Verma	Nursing staff	10.05.2008	31.03.2025	16 years
54	Rajpal	Nursing staff	04.04.2008	31.03.2025	16 years
55	Divesh Kumar	Nursing staff	10.04.2008	31.03.2025	16 years
56	Ekta Malik	Nursing staff	31.08.2008	31.03.2025	16 years
57	Sumitra	Nursing staff	28.08.2008	31.03.2025	16 years
58	Dev Krishnan Godara	Nursing staff	26.02.2007	31.03.2025	17 years
59	Mukesh Kr Yadav	Nursing Staff	14.07.2008	31.03.2025	16 years
60	Mahesh Kumar	Nursing Staff	02.07.2008	31.03.2025	16 years
61	Dharmendra Kumar	Nursing Staff	17.07.2007	31.03.2025	17 years
62	Tejpal Singh Jatav	Nursing Staff	05.05.2008	31.03.2025	16 years
63	Surender Kumar Yadav	Nursing Staff	01.10.2005	31.03.2025	19 years

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Signing Date: 10.11.2025
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W.P.(C) 2117/2025 and connected matters

Page 37 of 55



2025:DHC:9789-DB



64	Satyapal Yadav	Nursing Staff	04.07.2007	31.03.2025	17 years
65	Rakesh Kumar	Nursing Officer	20.02.2007	31.03.2025	18 years
66	Jai Prakash Saini	Nursing Officer	07.04.2007	31.03.2025	18 years
67	Mukesh Kumar Jaat	Nursing Officer	03.04.2007	31.03.2025	18 years
68	Prakash Chand Saini	Nursing Officer	21.02.2007	31.03.2025	18 years
69	Hari Ram	Nursing Officer	13.04.2007	31.03.2025	18 years
70	Surender Kumar	Nursing Officer	04.04.2007	31.03.2025	18 years
71	Balbindra Pal	Nursing Officer	03.04.2007	31.03.2025	18 years
72	Gopal Sharma	Nursing Officer	20.03.2007	31.03.2025	18 years
73	Rajender Singh Yadav	Nursing Officer	30.09.2005	31.03.2025	19 years
74	Asha Galav	Nursing Officer	04.07.2005	31.03.2025	19 years
75	Ram Raj Kumhar	Nursing Officer	21.07.2008	31.03.2025	16 years
76	Naomi Chinngashlian Tonsing	Nursing Officer	17.07.2008	31.03.2025	16 years

Narendra Sharma v GNCTD - WP (C) 2146/2025

S.No	Name	Designation	Date of joining	Extended till	Tenure
1	Narendra Sharma	Nursing Staff	13.07.2008	31.03.2025	17 years

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Signing Date: 10.11.2025
17:00:41

W.P.(C) 2117/2025 and connected matters

Page 38 of 55



2025:DHC:9789-DB



2	Deepa	Nursing Staff	03.07.2008	31.03.2025	17 years
3	Vijay Pal Yadav	Nursing Staff	26.04.2007	31.03.2025	18 years
4	Sibi Paul	Nursing Staff	05.09.2008	31.03.2025	17 years
5	Ambili PJ	Nursing Staff	05.09.2008	31.03.2025	17 years
6	Dharm Singh Gurjar	Nursing Staff	14.07.2008	31.03.2025	17 years

Vikas Yadav v GNCTD - WP (C) 2148/2025

S.No	Name	Designation	Date of joining	Extended till	Tenure
1.	Vikas Yadav	Nursing Staff	12.03.2007	31.03.2025	18 years
2.	Dharam Singh	Nursing Staff	09.03.2007	31.03.2025	18 years
3.	Bastiram Yadav	Nursing Staff	12.03.2007	31.03.2025	18 years
4.	Gayatri Devi	Nursing Staff	01.07.2007	31.03.2025	18 years
5.	Rajesh Singh Shekhawat	Nursing Staff	03.05.2007	31.03.2025	18 years
6.	Sarjeet Singh	Nursing Staff	07.05.2007	31.03.2025	18 years
7.	Mahendra Kumar Yadav	Nursing Staff	03.05.2007	31.03.2025	18 years
8.	Priyanka	Nursing Staff	05.07.2007	31.03.2025	18 years
9.	Moolchand Jangid	Nursing Staff	08.05.2007	31.03.2025	18 years
10.	Kanta Rani	Nursing Staff	14.05.2007	31.03.2025	18 years

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W.P.(C) 2117/2025 and connected matters
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2025:DHC:9789-DB



11.	Vinod Kumari	Nursing Staff	25.03.2008	31.03.2025	17 years
12.	Prakash Yadav	Nursing Staff	05.03.2007	31.03.2025	18 years
13.	Monika Arora	Nursing Staff	01.05.2007	31.03.2025	18 years

Angom Sunanda Devi v GNCTD - WP (C) 2174/2025

S.No	Name	Designation	Date of joining	Extended till	Tenure
1	Angom Sunanda Devi	Nursing Staff	10.03.2008	31.03.2025	17 years
2	Anu George	Nursing Staff	05.03.2008	31.03.2025	17 years
3	Ashish Mathew	Nursing Staff	10.03.2008	31.03.2025	17 years
4	Bhanwar Lal Jat	Nursing Staff	10.03.2008	31.03.2025	17 years
5	Deep Mala Somani	Nursing Staff	07.03.2008	31.03.2025	17 years
6	Dinesh Kumar Swarnkar	Nursing Staff	05.03.2008	31.03.2025	17 years
7	Dinesh Kumar	Nursing Staff	10.03.2008	31.03.2025	17 years
8	Krishna Kumar Yadav	Nursing Staff	10.03.2008	31.03.2025	17 years
9	Mukesh Kumar Yadav	Nursing Staff	01.04.2008	31.03.2025	17 years
10	Namita Sharma	Nursing Staff	07.03.2008	31.03.2025	17 years

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17:00:41



2025:DHC:9789-DB



11	Neetu Sharma	Nursing officer	08.03.2008	31.03.2025	17 years
12	PT Esther	Nursing officer	10.03.2008	31.03.2025	17 years
13	Raj Kumar Yadav	Nursing officer	28.03.2008	31.03.2025	17 years
14	Rajesh Kumar	Nursing officer	07.03.2008	31.03.2025	17 years
15	Rohitash Kumar	Nursing officer	05.03.2008	31.03.2025	17 years
16	Ravi Kumar	Nursing officer	05.03.2008	31.03.2025	17 years
17	Shakuntala	Nursing officer	10.03.2008	31.03.2025	17 years
18	Shakuntla Rani	Nursing officer	05.03.2008	31.03.2025	17 years
19	Suman Bala	Nursing officer	07.03.2008	31.03.2025	17 years
20	Sunil Dutt Yadav	Nursing officer	14.03.2008	31.03.2025	17 years
21	Vijay Singh Meena	Nursing officer	11.04.2008	31.03.2025	17 years
22	Vipin Kumar Yadav	Nursing officer	10.03.2008	31.03.2025	17 years
23	Angom Bimola Devi	Nursing officer	07.03.2008	31.03.2025	17 years

Pankaj Shukla v GNCTD - WP (C) 3008/2025

S.No	Name	Designation	Date of joining	Extended till	Tenure
1.	Pankaj Shukla	Occupational Therapist	07.03.2008	01.06.2025	17 years
2.	Krishna	Jr. Medical	01.09.2005	01.06.2025	19 years

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W.P.(C) 2117/2025 and connected matters
Signing Date: 10.11.2025 17:00:41



2025:DHC:9789-DB



	Kumar Sharma	Lab Technologist			
3.	Charu Bala Ratra	Nsg Officer	01.09.2005	01.06.2025	19 years
4.	Sangeeta Singh	Jr. Medical Lab Technologist	21.09.2005	01.06.2025	19 years
5.	Vijay Kumar Ranga	Jr. Medical Lab Technologist	23.09.2005	01.06.2025	19 years
6.	Mohd. Islam	OT Assistant	07.03.2007	01.06.2025	18 years
7.	Anu Bala Kumari	Nsg Officer	09.03.2007	01.06.2025	18 years
8.	Mohd. Saleem	OT Assistant	03.10.2003	01.06.2025	21 years
9.	Sanjay Kumar	OT Assistant	28.08.2003	01.06.2025	21 years
10.	Shailendra Kumar Yadav	Nsg Officer	20.02.2007	01.06.2025	18 years
11.	Vijay Gautam	Radiographer	04.08.2008	01.06.2025	17 years
12.	Ruchin Rajran	Medical Lab Technologist	05.03.2008	01.06.2025	17 years
13.	Prem Singh	Medical Lab Technologist	01.08.2008	01.06.2025	17 years
14.	Sonu	OT Technician	01.08.2008	01.06.2025	17 years
15.	Rinky Sharma	Medical Lab Technologist	08.03.2008	01.06.2025	17 years
16.	Vinod Kumar Verma	Senior Radiographer	08.03.2008	01.06.2025	17 years
17.	Rakesh Sharma	Jr Medical Lab Technologist	10.03.2008	01.06.2025	17 years
18.	Mohit Sharma	Jr Medical Lab Technologist	24.03.2008	01.06.2025	17 years
19.	Praveen	Nsg. Officer	05.08.2008	01.06.2025	17 years

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W.P.(C) 2117/2025 and connected matters
Signing Date: 10.11.2025 17:00:41



2025:DHC:9789-DB



	Kumar Yadav				
20.	Pankaj Kumar Trivedi	Nsg. Officer	01.08.2008	01.06.2025	17 years
21.	Rajeeta Singh	Nsg. Officer	01.08.2008	01.06.2025	17 years
22.	Lokesh Sharma	Nsg. Officer	01.08.2008	01.06.2025	17 years
23.	Sardar Singh Rundla	Nsg. Officer	01.08.2008	01.06.2025	17 years
24.	Megha Masih	Nsg. Officer	04.08.2008	01.06.2025	17 years
25.	Santosh Kumar	OT Technician	10.03.2008	01.06.2025	17 years
26.	Nitin Attary	Dark Room Asst	18.10.2008	01.06.2025	17 years
27.	Peush Raj Singh	ECG Technician	05.03.2008	01.06.2025	17 years
28.	Subhash Chand	OT Assistant	04.11.2008	01.06.2025	17 years
29.	Imam Mehadi	OT Assistant	08.08.2008	01.06.2025	17 years
30.	Rupesh Sharma	Radiographer	13.12.2011	01.06.2025	14 years
31.	Nitin Kumar Sharma	Radiographer	13.12.2011	01.06.2025	14 years
32.	Amit Kumar	Jr. Medical Lab Technologist	13.12.2011	01.06.2025	14 years
33.	Surender Kumar	Dental Hygienist	16.12.2011	01.06.2025	14 years
34.	Debendra Kr Sial	OT Technician	14.12.2011	01.06.2025	14 years
35.	Gautam Jugran	Pharmacist	15.12.2011	01.06.2025	14 years
36.	Ashish Kaushik	OT Assistant	09.12.2011	01.06.2025	14 years

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W.P.(C) 2117/2025 and connected matters
Signing Date: 10.11.2025 17:00:41



2025:DHC:9789-DB



37.	Sonu Kardam	OT Assistant	03.02.2011	01.06.2025	14 years
38.	Mohd Moin Ahmad	ECG Technician	12.11.2011	01.06.2025	14 years
39.	Urmila	OT Assistant	17.12.2011	01.06.2025	14 years
40.	Mohd Asim	OT Technician	05.01.2012	01.06.2025	13 years
41.	Preeti	OT Assistant	18.09.2012	01.06.2025	13 years
42.	Neha Sharma	Medical Lab Technologist	28.02.2012	01.06.2025	13 years
43.	Vipin Kumar	Radiographer	22.01.2013	01.06.2025	12 years
44.	Mukesh Kumar	Radiographer	22.01.2013	01.06.2025	12 years
45.	Priyanka Arora	Jr Medical Lab Technologist	19.01.2013	01.06.2025	12 years
46.	Pankaj Kumar	OT Assistant	11.01.2013	01.06.2025	12 years
47.	Priya Darshni Gaurav	Pharmacist	11.02.2013	01.06.2025	12 years
48.	Sanjay Kumar	Audiometry Assistant	09.05.2013	01.06.2025	12 years
49.	Pravesh Kumar Joshi	Nsg Officer	01.08.2008	01.06.2025	16 years

Anita V Yoyakim- WP (C) 8538/2025

S.No	Name	Designation	Date of joining	Extended till	Tenure
1	Anita V Yoyakim	Nursing Staff	08.12.2008	30.06.2025	16 years
2	Seema Kumari	Nursing Staff	07.07.2008	30.06.2025	16 years
3	Suni K Chacko	Nursing Staff	10.07.2008	30.06.2025	16 years

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W.P.(C) 2117/2025 and connected matters
Signing Date: 10.11.2025 17:00:41



2025:DHC:9789-DB



4	Neenu Maria Jose	Nursing Staff	21.07.2008	30.06.2025	16 years
5	Promila Pal	Nursing Staff	29.05.2005	30.06.2025	20 years
6	Prakash Chand	Nursing Staff	30.04.2007	30.06.2025	18 years

Preeti- WP (C) 9430/2025

S.No	Name	Designation	Date of joining	Extended till	Tenure
1	Preeti	Nursing Officer	01.03.2008	31.03.2025	17 years

9. The petitioners moved the Tribunal seeking their regularization. By judgments dated 18 September 2024 and 12 March 2025, under challenge in these writ petitions, the Tribunal has rejected the prayers on the ground that (i) Recruitment Rules were in place when the advertisements were issued, (ii) the petitioners were appointed in the exigencies of service, (iii) they continued working under interim orders passed by the Tribunal, (iv) the advertisement itself made it clear that they were not appointed against any substantive posts and (v) they did not participate in the regular recruitment process initiated by the respondents.

10. Aggrieved thereby, the petitioners have instituted the present writ petitions before this Court, seeking quashing of the judgments rendered by the Tribunal and allowing of the prayers made by them in their OAs.

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W.P.(C) 2117/2025 and connected matters
Signing Date: 10.11.2025 17:00:41



11. Submissions of Mrs. Avnish Ahlawat for the respondents

11.1 Ms. Ahlawat's primary contention is that the respondents had, during the period over which the petitioners have been continuing as contract paramedical staff on the basis of interim orders passed by the Tribunal and, thereafter, by this Court, issued advertisements for regular recruitment to the posts occupied by the petitioners, after giving them age relaxation. The petitioners did not, however, avail the said opportunities. The exercise of advertising the posts and inviting applications for regular recruitment, it is submitted, was undertaken in terms of the directions contained in the judgment dated 6 November 2013 passed by the Division Bench of this Court in **Sonia Gandhi v GNCTD**¹⁵. No such advertisements, it is stated, were issued in 2011 and 2018. An Office Memorandum dated 11 October 2020 was also issued by the GNCTD, containing a one-time regularization policy for nursing and paramedical staff who had been recruited on contract basis after granting them age relaxation by permitting them to participate in the regular recruitment process. It is the respondents' submission that the petitioners could not have allowed these opportunities for regular recruitment to pass them by, without availing of the opportunities and thereafter maintain a claim for regularization merely because they have been continuing for long periods of time.

11.2 We may note that, but for this contention, there is no other basis on which the respondents have been able to distinguish the facts of the present case from those which obtain in **Vinod Kumar, Jaggo, Shripal and Dharam Singh**. The respondents have, however, relied



on certain decisions of the Supreme Court rendered prior to **Vinod Kumar**, to which we would advert later at this judgment.

12. Submissions of Mr. Colin Gonsalves, learned Senior Counsel for the petitioners

12.1 As against this, Mr. Gonsalves, as one of the primary planks of his submissions, asserts that the decision in **Uma Devi** put a full stop to contractual appointments. He submits that para 26 of **Uma Devi** completely proscribed any contractual appointment being made thereafter in any organization. He relies for this purpose on the judgments of the Supreme Court in **Narendra Kumar Tiwari v State of Jharkhand**¹⁶ and **Sheo Narain Nagar v State of Uttar Pradesh**¹⁷. Inasmuch as the very engagement of staff on contract basis violates para 26 of **Uma Devi**, Mr. Gonsalves' primary contention is that all such staff were *ipso facto* entitled to regularization so as to reverse the effect of the said violation.

12.2 Mr. Gonsalves further submits that the respondents cannot seek to contend that they had made attempts of regular recruitment to the posts held by the petitioners during the period of their continued contractual engagement and use that as a means to contest the petitioners' entitlement to regularization. He submits that there is a fundamental difference between regularization of existing workmen and fresh recruitment. The decisions in **Jaggo** and other cases, he submits, mandates regularization of contractual employees who had rendered blemish free service for long periods of time. This mandate

¹⁶ (2018) 8 SCC 238

¹⁷ (2018) 13 SCC 432



cannot be substituted with an offer for undertaking an examination or participating in a regular recruitment process.

12.3 Besides, he submits that requiring the petitioners to participate in such a regular recruitment process would place them at a distinct disadvantage and would undo, entirely, the benefits which the Supreme Court intended to grant by its decisions in **Vinod Kumar, Jaggo, Shripal and Dharam Singh**. It would require the petitioners, who had behind them close to 20 years' unblemished service, to compete with fresh recruits fresh from college, which would itself be prejudicial to the petitioners. It would also provide an avenue for the respondents to bypass the law laid down in **Vinod Kumar** and the judgments that followed, by compelling the contractual workers to participate in regular recruitment process and disqualifying them therein. As a result, the right to regularization, which otherwise devolves on such contractual workers by virtue of the decisions in **Vinod Kumar, Jaggo, Shripal and Dharam Singh**, would be completely negated.

12.4 Mr. Gonsalves submits that the Tribunal has committed various errors in rejecting the petitioners' OAs. He points out that the Tribunal was in error in holding that the petitioners were not appointed against any substantive posts. Further, the Tribunal failed to notice that there still existed 2099 sanctioned vacant posts of nursing officers. In fact, submits Mr. Gonsalves, the executive authorities had, in line with the legal position, proceeded towards regularization of the contractually employed nursing staff, and the introduction of a recruitment test for the said purpose was something



beyond what was contemplated by the policy.

13. It submitted that, in its judgment in **Sonia Gandhi**, the Division Bench of this Court directed thus:

“22. Accordingly, we issue another direction and simultaneously dispose of the two writ petitions. The direction would be that the Government of NCT Delhi would carry out a manpower requirement assessment in all its departments keeping in view the fact that the population in Delhi has crossed 1.7 crore persons. Such number of posts shall be sanctioned as are necessary to provide services to the citizens of Delhi. A one-time policy of regularization shall be framed and existing rules pertaining to service in different departments shall be amended. Existing contractual employees shall be considered for appointment to these new posts as per a policy framed.”

Thus, the High Court did not direct holding of any fresh recruitment process for regularization of the existing contractual para-medical staff. Posts were to be sanctioned and the employees were to be regularized against the said posts. Thereafter, on 11 October 2020, the Health & Family Welfare Department of GNCTD envisaged a one-time regularization policy of the contractually engaged para-medical staff, without making any reference to a recruitment test. The introduction of a recruitment test, in the advertisement dated 12 January 2024, was, therefore, beyond the policy of regularization envisaged by the respondents, following the decision in **Sonia Gandhi**.

14. Reliance has also been placed on letter dated 7 March 2024 of the Health Minister, GNCTD, which takes note of the decision in **Sonia Gandhi** and thereafter directs regularization of the para-medical staffs who were continuing on contractual basis. Posts, for



such staff, were directed to be set aside from the regular recruitment process. Even that letter, it is pointed out, envisaged 1068 such posts which were being manned by contractual employees and 238 clear vacancies. As against this, the present petitions cover only 174 nursing officers. It is further pointed out that the posts against which the petitioners were recruited were sanctioned posts, for which purpose, reliance is placed on their letters of extension.

Analysis

15. To our mind, the present petitions stand covered on facts by the decision in **Vinod Kumar, Jaggo, Shripal and Dharam Singh**. We have already set out the propositions emerging from the said decisions, and do not deem it necessary to repeat them *in extenso*. However, some principles, which are dispositive of the petitions before us, may be enumerated:

- (i) If
 - (a) the employees are selected by a process which *mirrors regular recruitment*, by holding selections and interviews,
 - (b) they have worked continuously for several years, and
 - (c) they are performing duties essential for the establishment or organization,they are entitled to regularization.

- (ii) The right to regularization, thus earned, is *substantive* in



nature.

(iii) In such cases, the initial label under which they were recruited, whether part-time, or contractual, or casual, or *ad hoc*, or temporary, would not matter.

(iv) However, the appointment must not be illegal, *mala fide*, surreptitious, or “back door”.

(v) In such circumstances, *it is not open to the respondents to contend that the posts occupied by the employees were not regular posts*. The recurrent nature of the duties performed by the employees *necessitated the classification of the posts as regular, irrespective the original label under which the employees may have been appointed*. The initial temporary, ad hoc, contractual, or casual, nature of their employment stood *transformed*, in such cases, “into a scenario demanding fair regularization”.

(vi) The right to regularization would enure, in such cases, *even if the posts against which the employees were appointed were not sanctioned posts* – though, in the present case, the posts against which the petitioners were appointed *were* sanctioned.

16. In the present cases, the petitioners were employed, albeit on contract basis, pursuant to advertisement. A regular selection process, therefore, took place, qualifications were prescribed, and the



petitioners fulfilled the qualifications. The appointments were against sanctioned posts. The nature of duties rendered by the petitioners, being nursing and para-medical duties, were, by their very nature, essential and perennial. They could not, therefore, be regarded as dispensable. The service rendered by the petitioners is blemish free. There is no complaint against them at any point of time. They have continued rendering uninterrupted service for close to 20 years. The very fact they have been extended periodically from time to time against sanctioned posts indicates that there is continued need of their services. Their case, therefore, in fact, stands on a much better footing than the cases of the employees/workmen which were before the Supreme Court in **Vinod Kumar, Jaggo, Shripal and Dharam Singh**, as the petitioners were duly qualified, appointed against sanctioned posts and appointed consequent to a regular recruitment process.

17. These factors, by themselves, entitle the petitioners to be regularized in the posts against which they were originally appointed. This is the unmistakable consequence of the decisions in **Vinod Kumar, Jaggo, Shripal and Dharam Singh**.

18. Article 141 of the Constitution of India makes the judgments in **Vinod Kumar, Jaggo, Shripal and Dharam Singh** binding on us. Article 144 requires us to act in the aid of the law declared by the Supreme Court, which would include making all efforts to ensure that the law declared by the Supreme Court is implemented with full vigor. We cannot, therefore, craft an exception into the law declared in **Vinod Kumar, Jaggo, Shripal and Dharam Singh** in cases where



regular recruitment exercises were undertaken. Where petitioners had, by dint of their original appointment and continuous uninterrupted blemish free service on the post in which they were appointed, earned a right to regularization, they could not be compelled to participate in any recruitment exercise. Expressed otherwise, the omission on the part of the petitioners to participate in the regular recruitment exercises undertaken by the respondents cannot derogate from their right to regularization flowing from the facts of their cases and the law declared in **Vinod Kumar, Jaggo, Shripal and Dharam Singh**.

19. Any attempt at distinguishing the facts of the present case from those which stand covered by the judgments in **Vinod Kumar, Jaggo, Shripal and Dharam Singh**, to our mind, would be no less than an affront to the said judgments. We, as a Court lower in the judicial hierarchy, are least inclined to pursue this perilous course. The legal position in this regard stands tellingly underscored in the recent decision of the Supreme Court, rendered just three days ago, in **Rohan Vijay Nahar v State of Maharashtra**¹⁸, from which the following paragraphs merit reproduction:

“1. The judiciary draws its strength from discipline and not dominion. The Constitution of India creates courts of record that are independent in their spheres and yet binds them together through a coherent hierarchy. The High Courts in India possess a wide jurisdiction, *but the Supreme Court of India remains the final interpreter of law. Article 141 of the Constitution of India declares that the law laid down by this Court binds every court in the country. Further, Article 144 of the Constitution obliges all authorities, civil and judicial, to act in aid of this Court. These are not ceremonial recitals. They are the structural guarantees that convert dispersed adjudication into a single system that speaks with one voice and commands public confidence.*



2. Judicial discipline is the ethic that turns hierarchy into harmony. *It requires courtesy, restraint, and obedience to binding precedent even where a judge is personally unpersuaded. The lawful course is to apply the precedent and, if needed, record reasons for inviting a larger Bench to reconsider it. The unlawful and unjust course is to distinguish in name while disregarding in substance or to recast issues in order to sidestep a rule that binds. “Stare decisis et non quieta movere” which means to stand by decisions and not to disturb settled matters, is not a slogan but a safeguard of equality before the law. Judges do not sit to settle scores. The gavel is an instrument of reason and not a weapon of reprisal. A vindictive stance is incompatible with the oath to uphold the Constitution and the law.*

3. Judges across our country must remember that collegiality is the companion virtue of independence and that a reversal on appeal is not a personal affront but the ordinary operation of a constitutional hierarchy that corrects error and settles law. *Respect for the senior jurisdiction is not subservience. It is an acknowledgment that all courts pursue a common enterprise to do justice according to law. An Appellate Court reviews and, where necessary, sets right the decision of the lower court with restraint and measured language, and the courts below reciprocate through prompt, reasoned, and transparent compliance. Courts speak through reasons, and reasons that align with binding authority preserve both legality and legitimacy of the judiciary. Articles 141 and 144 of the Constitution make obedience a constitutional duty and not a matter of personal preference. A judgment that attempts to resist binding authority undermines the unity of law, burdens litigants with avoidable expense and delay, and invites the perception that outcomes depend on the identity of the judge. In a constitutional judiciary, it is the law, as declared, that brings the conversation to a close. We restate the simple duty of Courts: apply precedent as it stands and give effect to appellate directions as they are framed. In that discipline lies the confidence of litigants and the credibility of courts.”*

(Emphasis supplied)

We draw sustenance from these passages.

20. In the light of the law that has now been declared in **Vinod Kumar, Jaggo, Shripal and Dharam Singh**, it is clear that the judgment of the Tribunal cannot be upheld.



2025:DHC:9789-DB



Conclusion

21. Resultantly, the impugned orders of the Tribunal are quashed and set aside.

22. The petitioners are, therefore, directed to be regularized against the posts on which they were originally appointed, irrespective of the labels governing such appointment. They would be entitled to fixation of pay treating them as having been regularly appointed *ab initio*. They shall also be entitled to all other benefits which would follow, except for back wages.

23. These writ petitions are accordingly allowed.

C. HARI SHANKAR, J.

AJAY DIGPAUL, J.

NOVEMBER 10, 2025

dsn/ar/yg/aky