



2025:DHC:8247-DB



\$~51

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

Date of decision: 11th SEPTEMBER, 2025

IN THE MATTER OF:

+ **LPA 704/2024**

PRATIBHA

.....Appellant

Through: Mr. Zahid Ali, Adv.

versus

UNION OF INDIA & ANR

.....Respondents

Through: Mr. Rajkumar Yadav (SPC), Ms. Rita Laha, Mr. Ratna Ujjwal Saha Advs for R-1

Mr Rajesh Mahindru Advocate for R-2

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

HON'BLE MR. JUSTICE VIMAL KUMAR YADAV

JUDGMENT (ORAL)

1. Appellant has approached this Court by challenging the Order dated 19.09.2023, passed by the learned Single Judge of this Court in W.P.(C) 12330/2023.

2. Shorn of unnecessary details, the facts, leading to the present Appeal are as under:-

- a. The Appellant was appointed as Apprentice Development Officer with the Respondent No.2 herein on 26.11.2019. On 31.01.2020, the Appellant herein was appointed as Probationary Development Officer with the Respondent No.2. The said



appointment was on probation for a period of twelve months extendable to maximum 24 months. It is pertinent to mention that the appointment letter specified the targets to be achieved by the probationary officers for completion of probation.

- b. Material on record indicates that due to COVID-19, vide letter dated 11.06.2021, relaxations were given to all the probationers and this relaxation was extended periodically.
- c. *Vide* letter dated 14.09.2021 the Appellant herein was communicated that on review of her performance, it has been found that she has underperformed as per the assigned targets and as a special case, the competent authority has taken a lenient view and has decided to extend the probation of the Appellant herein till 31.10.2021. The said letter also laid down the fresh targets to be achieved by the Appellant herein.
- d. *Vide* letter dated 24.11.2021, once again the Appellant herein was informed that her performance has not been up to the mark and she hasn't met the assigned targets. However, once again, a lenient view was has been taken by the competent authority and the probation of the Appellant has been extended up to 31.01.2022. In the said letter, the Appellant was informed that her probation would not be extended further under any circumstances. The said letter also laid down the targets to be achieved by the Appellant.
- e. *Vide* letter dated 31.01.2022, the Appellant was informed that her performance during the entire probation period from 01.02.2020 to 31.01.2022 has been reviewed by the competent



authority and it has been observed that she has not been able to complete her targets even after taking repeated extensions. The said letter indicates that the successful completion of probation is a pre-requisite for confirmation which the Appellant has failed to achieve despite repeated extensions of probation. The letter further indicates that since the Appellant herein failed to perform her duties and obligations as per conditions enumerated in the appointment letter, her services were terminated with effect from 01.02.2022 in accordance with the terms of the appointment letter.

- f. The said letter dated 31.01.2022 was challenged by the Appellant herein by filing W.P.(C) 12330/2023.
- g. Before the learned Single Judge, the Appellant herein raised a contention that the targets were not met on account of Covid-19. It was also contended that the Respondent No.2 had provided relaxation in business targets to the other employees, however, the Appellant was not provided any such relief, leading to discrimination. It was also submitted by the Appellant before the learned Single Judge that the Appellant's mother was murdered in 2021 which significantly affected her mental well being leading to non-completion of targets. It was also submitted that the Appellant had given a representation dated 15.02.2022 to the concerned authority in the Respondent No.2, but no relief was provided to the Appellant. It was also contended that the agents dedicated to the Appellant herein were allocated to other officers by the respondent Corporation,



thereby leading to affecting the overall work. In reply, the Respondents objected to the Writ Petition by contending that there was no illegality or error in the Order dated 31.01.2022, passed by the Respondent No.2 as the Respondent No.2 has failed to achieve the targets given to her. It was also submitted by the Respondents that Appellant had given a representation seeking extension of the probation period which had been considered by the Corporation and it was found that there is no merit in the said representation for extension of probation period and the said representation was rejected as the probation period of the Appellant herein had already been extended as per rules applicable and any further extension would be beyond the time limit as prescribed under the Rules and, therefore, the representation of the Appellant was rejected.

- h. The learned Single Judge, after considering the material on record and the law laid down by the Apex Court in LIC v. Raghavendra Seshagiri Rao Kulkarni, (1997) 8 SCC 461, held that the Appellant herein was first employed for a probation period of 12 months and the said probation was further extended from time to time. The learned Single Judge further held that since the appointment letter and the Rules of the appointment prescribes a maximum period of probation as 24 months, the Petitioner's (Appellant herein) probation could not have been extended after that. The learned Single Judge also held that the Appellant herein was well aware of the conditions laid down in the appointment letter regarding maximum



probation period, minimum targets to be achieved by the Appellant, etc. and since the Appellant herein has not been able to fulfill those conditions, her probation was not extended beyond the permissible limit and her services were terminated and, therefore, there is no reason to interfere with the Order dated 31.01.2022.

i. It is this Order which has been challenged by the Appellant in the present Appeal.

3. Learned Counsel appearing for the Appellant has reiterated all the contentions raised by the Appellant before the learned Single Judge.

4. Heard the learned Counsels for the Appellant and the Respondents and perused the material on record.

5. It is not in dispute that the Appellant herein was appointed as Probationary Development Officer with the Respondent No.2 on 31.01.2020 under the LIC of India (Recruitment of Apprentice Development Officers) Regulations, 1999. Relevant portion of the appointment Order reads as under:

“2. PROBATIONARY PERIOD:

You shall be on probation initially for a period of twelve months from the date of your joining duties as a probationer, but the Corporation may, in its sole discretion, extend your probationary period, provided that the total probationary period including the extended probationary period shall not exceed 24 months counted from the commencement of the probationary appointment. During the probationary period (which includes extended probationary period, if applicable) you shall be liable to be discharged from the services of the Corporation without any notice and



without any cause being assigned.

10. MINIMUM BUSINESS:

i) During the probationary period you shall secure through the agents recruited at your instance minimum completed life business, yielding a Scheduled First Year Premium Income of Rs. 20.4 Lacs required to achieve prescribed cost ratio, provided, however, that in case the pay and/or allowance admissible to you, under Clause 1 are increased during the period, the minimum business and the premium income which you should secure shall be increased proportionately

ii) The minimum business set out in (i) shall be spread over not less than 300 policies and shall be secured regularly through a network of dependable agencies.

iii) You will be required to recruit minimum of 15 agents.

iv) If your probationary period is extended, you shall secure during the extended period such business as may be intimated to you.”

6. Regulation 14 of the Life Insurance Corporation of India (Staff) Rules, 1960 specifically provides that the total period of probation cannot extend beyond two years under any circumstances. The said Regulation reads as under:

“Probation: 14.

(1) Persons appointed to posts belonging to Classes I & II shall, on the first appointment in the Corporation’s service, be required to be on probation



for a period of one year from the date of appointment.

(2) Persons appointed to posts belonging to Classes III & IV shall, on the first appointment in the Corporation's service, be required to be on probation for 6 months.

*(3) Subject to the provisions of any law for the time being in force the appointing authority may, at its discretion, dispense with, reduce or extend the probationary period, **but in no case shall the total period of probation exceed —***

*(a) In case of employees belonging to Classes I & II
Two years*

(b) In other cases One year.

*** Provided that the period of probation shall not be reduced of more than the period of training of an employee, falling under Clause (b), subsequent to his selection for appointment to the service of the Corporation.*

(4) During the period of probation an employee shall be liable to be discharged from service without any notice."

(emphasis supplied)

7. Material on record indicates that targets are given to the Probationary Development Officers and these Officers are obliged to achieve their targets. Material on record also indicates that in view of the adverse situation due to Covid-19, relaxation was given to all the officers and these relaxations were extended from time to time. Material on record further indicates that the Appellant herein was being reminded periodically that she was not



achieving the targets given to her. Letters dated 14.09.2021 and 24.11.2021 indicate that the Appellant herein was continuously underperforming in achieving her targets which resulted in her termination. A representation dated 15.02.2022 was given by the Appellant herein seeking extension of probation but the same was rejected by the Respondent No.2 *vide* letter dated 03.03.2022 on the ground that the probation of the Appellant herein has already been extended for a maximum permissible period of 24 months and further extension cannot be granted.

8. Law relating to termination of Probationers is now well settled. The Apex Court in M. Venugopal v. LIC, (1994) 2 SCC 323, while deciding the case of a Development Officer, who was working with the LIC as a Probationary Officer and who had been terminated for failure of achieving the targets, has observed that the service of a Probationary can be terminated after making overall assessment of his/her performance and no notice is required to be given before terminating their service. Relevant portion of the said Judgment reads as under:

“15. Even under general law, the service of a probationer can be terminated after making an overall assessment of his performance during the period of probation and no notice is required to be given before termination of such service. This aspect has been examined by this Court in the case of The Governing Council of Kidwai Memorial Institute of Oncology, Bangalore v. Dr Pandurang Godwalkar [(1992) 4 SCC 719 : 1993 SCC (L&S) 1 : (1993) 23 ATC 389 : AIR 1993 SC 392] where it has been pointed out that if the performance of the employee concerned during the period of probation is not found to be satisfactory on overall assessment, then it is open to the competent authority to terminate his



service.”

(emphasis supplied)

9. In another case, being LIC v. Raghavendra Seshagiri Rao Kulkarni, (1997) 8 SCC 461, the Apex Court, while dealing with a Development Officer in LIC, has observed as under:

“6. The period of probation is a period of test during which the work and conduct of an employee is under scrutiny. If on an assessment of his work and conduct during this period it is found that he was not suitable for the post it would be open to the employer to terminate his services. His services cannot be equated with that of a permanent employee who, on account of his status, is entitled to be retained in service and his services cannot be terminated abruptly without any notice or plausible cause.....”

12. The requirement to hold a regular departmental enquiry before dispensing with the services of a probationer cannot be invoked in the case of a probationer especially when his services are terminated by an innocuous order which does not cast any stigma on him. But it cannot be laid down as a general rule that in no case can an enquiry be held. If the termination is punitive in nature and is brought about on the ground of misconduct, Article 311(2) would be attracted and in that situation it would be incumbent upon the employer, in the case of government service, to hold a regular departmental enquiry.....”

10. Similarly, in Govt. Branch Press v. D.B. Belliappa, (1979) 1 SCC 477, the Apex Court has observed as under:

“.....The principle that can be deduced from the above analysis is that if the services of a temporary government servant are terminated in accordance with



the conditions of his service on the ground of unsatisfactory conduct or his unsuitability for the job and/or for his work being unsatisfactory, or for a like reason which marks him off in a class apart from other temporary servants who have been retained in service, there is no question of the applicability of Article 16.”

11. In Rajasthan High Court v. Ved Priya, (2021) 13 SCC 151, the Apex Court has observed as under:

“18. Furthermore, there is a subtle, yet fundamental, difference between termination of a probationer and that of a confirmed employee. Although it is undisputed that the State cannot act arbitrarily in either case, yet there has to be a difference in judicial approach between the two. Whereas in the case of a confirmed employee the scope of judicial interference would be more expansive given the protection under Article 311 of the Constitution or the Service Rules but such may not be true in the case of probationers who are denuded of such protection(s) while working on trial basis.

19. Probationers have no indefeasible right to continue in employment until confirmed, and they can be relieved by the competent authority if found unsuitable. It is only in a very limited category of cases that such probationers can seek protection under the principles of natural justice, say when they are “removed” in a manner which prejudices their future prospects in alternate fields or casts aspersions on their character or violates their constitutional rights. In such cases of “stigmatic” removal only that a reasonable opportunity of hearing is sine qua non. Way back in Parshotam Lal Dhingra v. Union of India [Parshotam Lal Dhingra v. Union of India, AIR 1958 SC 36] , a Constitution Bench opined that : (AIR p. 49, para 28)



“28. ... In short, if the termination of service is founded on the right flowing from contract or the service rules then, prima facie, the termination is not a punishment and carries with it no evil consequences and so Article 311 is not attracted. But even if the Government has, by contract or under the rules, the right to terminate the employment without going through the procedure prescribed for inflicting the punishment of dismissal or removal or reduction in rank, the Government may, nevertheless, choose to punish the servant and if the termination of service is sought to be founded on misconduct, negligence, inefficiency or other disqualification, then it is a punishment and the requirements of Article 311 must be complied with.””

12. Applying the law laid down by the Apex Court to the facts of the present case, it is undisputed that the Appellant herein is a probationer. Clause 4 of the appointment letter dated 26.11.2019 specifically states that if the work of the Appellant is not found to be satisfactory, her probation is liable to be discontinued forthwith. As stated above, Regulation 14 of the Life Insurance Corporation of India (Staff) Rules, 1960 specifically provides that the total period of probation cannot extend beyond two years under any circumstances.

13. Material on record indicates that repeated warnings have been given to the Appellant stating that her work is not satisfactory inasmuch as she has not achieved the targets given to her. Despite repeated warnings, the Appellant has not improved her performance which resulted in her termination. The termination letter only states that since the Appellant has not achieved her targets, her services are being terminated.



2025:DHC:8247-DB



14. In the opinion of this Court, the said letter cannot be said to be stigmatic and is based on the unsatisfactory performance of the Appellant. The representation given by the Appellant for further extension her probation has been rejected by the Respondent No.2 as the Respondent No.2 does not have the power to extend the period of probation beyond two years in light of Regulation 14 of the Life Insurance Corporation of India (Staff) Rules, 1960 which specifically provides that the total period of probation cannot extend beyond two years under any circumstances.

15. In view of the above, this Court is not inclined to interfere with the Order dated 19.09.2023, passed by the learned Single Judge of this Court in W.P.(C) 12330/2023.

16. The appeal is accordingly, rejected. Pending applications, if any, also stand dismissed.

SUBRAMONIUM PRASAD, J

VIMAL KUMAR YADAV, J

SEPTEMBER 11, 2025

Rahul