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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ W.P.(C) 11149/2025, CM APPL. 45781/2025, CM APPL. 45782/2025 & CM APPL. 45783/2025

DR SANJEEV KAUSHIK AND ORS.Petitioners

versus

GOVT OF NCT OF DELHI AND ORS.Respondents

+ W.P.(C) 11204/2025, CM APPL. 46041/2025 & CM APPL. 46042/2025

DR SAMITA PURI & ORS.Petitioners

versus

GOVT OF NCT OF DELHI & ANR.Respondents

Appearance:

Mr. M.K. Bhardwaj, Advocate for petitioner in item No. 67.

Mr. Sanjay Kumar Visen, Advocate for petitioner in item No. 71.

Mrs. Avnish Ahlawat, SC for GNCTD with Mr. Nitesh Kumar Singh, Ms. Aliza Alam, Mr. Amitoj Chadha and Mr. Mohnish Sehwat, Advocates.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

% **30.07.2025**

1. Issue notice. Ms. Aliza Alam, learned counsel, accepts notice on behalf of respondent – Government of National Capital Territory of Delhi [“GNCTD”].

2. The petitioners have been working as doctors in respondent No. 2 – Chaudhary Brahm Prakash Ayurvedic Charak Sansthan [“Sansthan”], which is an autonomous institution under GNCTD. They were engaged by the Sansthan between the years 2010 and 2012, and their contracts



have been extended from time to time without any break in service. The posts against which they are working are also sanctioned posts. By way of the present writ petition, the petitioners assail an order dated 03.07.2025, by which their emoluments have been reduced while extending their contracts for a period of eleven months with effect from 01.07.2025.

3. In the impugned order, it is stated that the petitioners' emoluments have been fixed in reliance upon an Office Memorandum of GNCTD dated 20.07.2017, by which persons engaged on contractual basis are to be paid consolidated remuneration at the minimum of the Pay Band + Grade Pay + Dearness Allowance.

4. However, it is the contention of learned counsel for the petitioners that this circular does not apply to the petitioners. For this purpose, they rely upon a circular dated 15.10.2009 issued by GNCTD, which expressly clarifies that doctors engaged on contractual basis are to be paid the same scale of pay and allowances, leave, increments, and medical facilities as regularly appointed medical officers. The only benefits which are withheld from contractual doctors are Leave Travel Concession, pensionary benefits, group insurance, study leave, and child care leave. While this order was issued with the approval of the Lieutenant Governor, learned counsel submit that it is now sought to be varied by the impugned order issued by the Additional Director. They submit that the identity of the competent authority who is stated to have approved the order has not been disclosed, and assail the competence of the Additional Director to issue such an order.

5. Learned counsel for the petitioners also draw my attention to two



other factors which, according to them, require a reconsideration of the impugned order. They submit that the Governing Council of the Sansthan, in its meeting on 17.09.2019, has constituted a committee to review a proposal for regularisation of contractual employees in light of the pronouncements of the Courts. Learned counsel submit that in the present case, the petitioners were appointed against sanctioned posts and have been serving for substantial period of time. Learned counsel for the petitioners draw my attention to the judgment of the Supreme Court in *Jaggo v. Union of India & Ors.* [(2024) SCC OnLine SC 3826], which has recently been followed by Division Benches of this Court *inter alia* in *Union of India v. Shilpi Gupta* [2025 SCC OnLine Del 4478], and *Namita Khare v. University of Delhi* [2025 SCC OnLine Del 4891]. It is also submitted that, although an audit objection with regard to the pay fixation of contractual doctors was raised in an earlier financial year, the comments of the department itself noted that a different regime prevails in the case of medical officers under the aforesaid order dated 15.10.2009.

6. It may also be noted that the effect of the impugned order is fairly drastic as far as the petitioners' pay is concerned. By way of example, the petitioners in W.P.(C) 11149/2025 have tabulated the difference in their pay as follows:

<i>Name of the Petitioners</i>	<i>Monthly salary before impugned order dated 03.07.2025</i>	<i>Monthly salary (Tentative) on implementation of the impugned order dated 03.07.2025</i>	<i>Loss per month</i>
<i>Dr. Sanjeev Kaushik</i>	2,03,256	1,04,346	98,910
<i>Dr. Manisha</i>	2,09,023	1,04,346	1,04,677



<i>Dr. Seema Ahlawat</i>	<i>1,81,213</i>	<i>1,04,346</i>	<i>76,867</i>
<i>Dr. Sonal Chaturvedi</i>	<i>2,09,023</i>	<i>1,04,346</i>	<i>1,04,677</i>
<i>Dr. Ram Niwas Garg</i>	<i>1,97,702</i>	<i>1,04,346</i>	<i>93,356</i>

7. Such a drastic reduction in emoluments of doctors who have been serving in the Sansthan for at least 12 years has been ordered without any notice or hearing to them, and that too at the level of the Sansthan, rather than GNCTD.

8. In these circumstances, Ms. Alam submits that the writ petitions may be treated as representations to the respondents, and that a hearing will be afforded to the representatives of the petitioners. The representations will be decided within four weeks from today, and if the decision is adverse to the petitioners, a reasoned order will be communicated to them within this period.

9. Until the representations are disposed of, the petitioners will be paid the salary which was payable to them prior to the impugned order dated 03.07.2025, subject to furnishing of undertakings that any excess amount paid will be recovered from their future salaries, in the event the representations are ultimately decided against them. The undertakings will be submitted to the Director/Principal in-Charge of the Sansthan within two days from today.

10. The writ petitions, alongwith pending applications, are disposed of with the aforesaid directions.

PRATEEK JALAN, J

JULY 30, 2025/‘Bhupi/KA’/