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

+ LPA 146/2024

REHMAT FATIMA

.....Appellant

Through: Mr. Syed Hasan Isfahani & Mr. Mohd Hassan, Advs.

versus

STATE OF NCT OF DELHI THROUGH PRINCIPAL SECRETARY DEPARTMENT SERVICES & ORS.

.....Respondents

Through: Mr. Yeeshu Jain, ASC

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

HON'BLE MR. JUSTICE VIMAL KUMAR YADAV

ORDER

14.08.2025

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1. The present Appeal has been filed challenging the Order dated 06.10.2023, passed by the learned Single Judge of this Court in W.P.(C) 13075/2019, partially allowing the Writ Petition filed by the Appellant herein seeking the following reliefs:

“a) issue writ of mandamus directing the Respondents to allow the petitioner to continue on the post of stenographer on contractual basis and not to replace the petitioner with similarly situated contractual employees; and

b) issue writ of mandamus directing the respondents to pay/grant all the maternity benefits to the petitioners of maternity leave;

c) issue writ of mandamus directing the respondents to



pay the salary/remuneration to the Petitioner for period from 01.07.2019 till illegal termination of service i.e., 17.10.2019.

d) pass such and further orders as this Hon'ble Court may deem fit and proper in the facts and circumstances of the present case.”

2. *Vide* the impugned Order, the learned Single Judge has allowed prayer (b) as sought for by the Petitioner/Appellant herein and has rejected prayers (a) & (c) of the Writ Petition. It is stated by the learned Counsel for the Appellant that maternity benefits which has been granted by the Learned Single Judge have been paid to the Appellant.

3. The challenge in the present appeal is to rejection of prayers (a) & (c) as sought for by the Petitioner/Appellant herein in the Writ Petition. As far as prayer (a) is concerned, it is stated by the learned Counsel for the Appellant that the Appellant has got a job elsewhere and, therefore, the Appellant is not pressing the same.

4. As far as prayer (c) is concerned which is payment of remuneration to the Appellant from 01.07.2019 to 17.10.2019, the facts of the case reveal that the Appellant was appointed as a Stenographer with Respondent No.3 herein on contractual basis for a period of one year from 07.02.2013. The material on record further discloses that the said appointment was extended periodically and the last such extension was with effect from 02.04.2017 till 31.03.2018. It is stated that *vide* letter dated 28.02.2018, the Appellant herein submitted a letter to the Respondents seeking maternity leave for 180 days from 01.03.2018 to 31.08.2018 and the same was sanctioned by the Respondent No.3 herein. It is stated that after the period of maternity leave



got over, the Appellant joined her office again on 28.08.2018. Material on record further discloses that *vide* letter dated 15.11.2018, the Appellant herein was once again employed on contractual basis with effect from 08.09.2018 to 30.06.2019. It is stated that the Appellant gave a letter seeking extension of contract and continued working with the Respondent No.3 even after 30.06.2019. It is stated that *vide* letter dated 17.10.2019, the contract of the Appellant herein was terminated. It is the case of the Appellant that from 01.07.2019, i.e. the date on which the contract of the Appellant expired, till the date of the termination of contract, i.e. 17.10.2019, the Appellant was working with the Respondent No.3 and, therefore, the salary for the said period should be given to her.

5. *Per contra*, the stand taken by the Respondents is that since the contract of the Appellant was valid only till 30.06.2019, the Appellant is not entitled to any salary for the period between 01.07.2019 to 17.10.2019.

6. The said contention cannot be accepted by this Court because there is nothing on record to show that the Appellant was not working with the Respondent No.3 from 01.07.2019 to 17.10.2019. Material on record indicates that the contracts of the Appellant herein were being renewed from retrospective dates. In view of the fact that the Appellant was working from 01.07.2019 to 17.10.2019 and the factum of termination of her contract was brought out only on 17.10.2019, the Appellant is entitled to salary for the said period. A reading of the Order dated 06.10.2023, passed by the learned Single Judge of this Court in W.P.(C) 13075/2019, shows that this aspect has not been considered by the learned Single Judge.

7. Since the period involved is extremely small, this Court does not find it necessary to send the matter back to the learned Single Judge for



reconsideration.

8. In view of the fact that the Appellant herein has worked with the Respondent No.3 between 01.07.2019 to 17.10.2019, this Court directs the Respondents to pay the salary of the Appellant for the said period in accordance with the terms of the contract within four weeks from today.

9. With these directions, the appeal is disposed of along with the pending applications, if any.

SUBRAMONIUM PRASAD, J

VIMAL KUMAR YADAV, J

AUGUST 14, 2025

Rahul