Sr. No. 37

HIGH COURT OF JAMMU & KASHMIR AND LADAKH AT JAMMU

WP(C) No. 1363/2021 c/w
WP(C) No. 1700/2021
WP(C) No. 2553/2021

Mohd. Raiz & Anr. ….. Petitioner(s)/Appellant(s)

Through: Mr. Mumtaz Choudhary, Advocate

vs

UT of J&K & Ors. ….. Respondent(s)

Through: Mr. Raman Sharma, AAG

CORAM: HON'BLE MRS. JUSTICE MOKSHA KAHJURIA KAZMI, JUDGE

ORDER
23.10.2026
(ORAL)

1. The present three clubbed petitions filed by the petitioners pertain to Advertisement No.CEOP/SMS/2070 dated 24.04.2021, issued by Chief Education Officer, Poonch, respondent No. 3 herein, inviting applications for engagement as Educational Volunteers (EVs) in seasonal centers in the upper reaches of District Poonch for the summer migration period of 2021, on a short-term contractual basis for a maximum period of six months.

FACTUAL MATRIX

2. The petitioners claim to have been engaged as Education Volunteers in Seasonal Centres at Andrioe-A and Magyana, Tehsil Mandi, District Poonch and have been performing their duties since 2012-2019-20, in every summer season for imparting education to the children of migratory and nomadic families. The grievance of the petitioners is that the respondents have now issued advertisement bearing No.CEOP/SMS/2070 dated 24.04.2021 inviting applications for engagement as Educational Volunteers

(EVs) in seasonal centers in the upper reaches of District Poonch for the summer migration period of 2021, on a short-term contractual basis for a maximum period of six months and if the said advertisement is acted upon, they would be replaced by fresh incumbents.

3. The petitioners contend that they cannot be replaced by another set of contractual or seasonal employees. They further submit that similar issues had arisen earlier, wherein this Court, in SWP No. 1459/2012, SWP No. 1994/2017 and SWP No. 2447/2015, had granted protection to similarly situated Education Volunteers. Despite this, the respondents have issued the impugned advertisement inviting fresh applications. The petitioners claim to have also submitted representations and served a legal notice seeking redressal of their grievances. Accordingly, they seek quashing of the impugned advertisement and a direction to the respondents to allow them to continue as Education Volunteers at their respective Seasonal Schooling Centres.

4. *Per contra*, the respondents have objected to the maintainability of the writ petition, submitting that the petitioners have raised disputed questions of fact which cannot be decided in writ jurisdiction. The respondents submit that, in view of the judgment of the ***Hon'ble Supreme Court in Secretary, State of Karnataka v. Uma Devi,*** temporary, daily-wage or contractual employees have no automatic right to regularization or continuation in service. The respondents contend that contractual appointments come to an end in accordance with their terms and conditions, and mere continuation beyond the period of engagement does not confer any right to permanent employment. The respondents allege that the petitioners have concealed material facts and have not approached the Court with clean hands. The

respondents further submit that Clause 4 of Advertisement No. CEOP/SMS/2070 dated 24.04.2021 specifically provides preference to Seasonal Education Volunteers already working at the concerned centres. The petitioners, thus, have misrepresented the contents of the advertisement. The respondents deny that any legal right of the petitioners has been violated and submit that no cause of action has arisen in their favour. On these grounds, the respondents contend that the writ petition is devoid of merit and is liable to be dismissed.

5. Heard learned counsel for the parties and perused the material on record.

6. Admittedly, the impugned advertisement was issued for engagement of Education Volunteers on contractual basis for a maximum period of six months for the summer migration period of 2021. The impugned advertisement specifically provided that preference shall be given to the seasonal Education Volunteers who are already working in these centres from the last few years. It is also not disputed that the petitioners have not been replaced by any fresh incumbents pursuant to the impugned advertisement. The impugned advertisement came to be issued in April, 2021, for the engagement of Education Volunteers on short term contract basis, i.e., for a maximum period of six months and now it is October, 2026. Thus, the said period has since expired and the impugned advertisement has lost its sanctity. Therefore, in view of the expiry of the period for which the advertisement was issued, the challenge to the said advertisement has lost its significance and no effective relief survives for consideration in the present petitions.

7. Accordingly, the present petitions have been rendered infructuous and are **dismissed** as such. However, the petitioners are free to apply afresh in case

the respondents would be issuing a fresh advertisement for the said posts, subject to their eligibility.

(Moksha Khajuria Kazmi)
Judge

Jammu
23.10.2026
(Anil Sanhotra)

HIGH COURT OF JAMMU & KASHMIR AND LADAKH