IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P.(S) No. 1137 of 2022

Sanjay Kumar Jha, age about 50 years, Son of Kapleshwar Jha, Resident of Qts. No. SDT 6/17, DVC Colony (Station Road), P.O. & P.S.-Bokaro Thermal, District - Bokaro, Jharkhand. ....**Petitioner**

Versus

1. Damodar Valley Corporation through its Chairman, DVC Towers, VIP Road, P.O. and P.S. Maniktola, Kolkata, West Bengal.
2. The Member Secretary, DVC, DVC Tower, VIP Road, PO+PS. Maniktola Kolkata-54., WB
3. Joint Secretary-cum-Public Grievance Officer, DVC, DVC Tower, VIP Road PO+PS-Maniktola Tower, VIP Road, Kolkata-54. W.B.
4. Executive Director (HR), Damodar Valley Corporation, DVC Tower, VIP Road, P.O+PS-Maniktola, Kolkata-54. W.B.
5. Deputy Director of Personnel (Recruitment), DVC, DVC Tower, VIP Road, P.O+P.S. -Maniktola, Kolkata-54. W.B.

....**Respondents**

With

W.P.(S) No. 1166 of 2022

Isha Kumari, age about 52 years, Wife of Rabindra Kumar Singh, Resident of Qr. No. B-100, Govindpur Project, CCL Colony, P.O. & P.S. Bokaro Thermal, District - Bokaro, Jharkhand. ....**Petitioner**

Versus

1. Damodar Valley Corporation through its Chairman, DVC Towers, VIP Road, P.O. and P.S. Maniktola, Kolkata, West Bengal.
2. The Member Secretary, DVC, DVC Tower, VIP Road, PO+PS. Maniktola Kolkata-54., WB
3. Joint Secretary-cum-Public Grievance Officer, DVC, DVC Tower, VIP Road PO+PS-Maniktola Tower, VIP Road, Kolkata-54. W.B.
4. Executive Director (HR), Damodar Valley Corporation, DVC Tower, VIP Road, P.O+PS-Maniktola, Kolkata-54. W.B.
5. Deputy Director of Personnel (Recruitment), DVC, DVC Tower, VIP Road, P.O+P.S. -Maniktola, Kolkata-54. W.B.

....**Respondents**

With

W.P.(S) No. 1167 of 2022

Jai Prakash Narain, age about 53 years, Son of Late Tulsi Mandal, Resident of Qr. No. RD-5/7 Near Civil Office, DVC Colony, P.O. & P.S. Chandrapura, District-Bokaro, Jharkhand.

....**Petitioner**

Versus

1. Damodar Valley Corporation through its Chairman, DVC Towers, VIP Road, P.O. and P.S. Maniktola, Kolkata, West Bengal.
2. The Member Secretary, DVC, DVC Tower, VIP Road, PO+PS. V.I.P. Road Kolkata-54., WB
3. Joint Secretary-cum-Public Grievance Officer, DVC, DVC Tower, VIP Road PO+PS-Maniktola Tower, VIP Road, Kolkata-54. W.B.
4. Executive Director (HR), Damodar Valley Corporation, DVC Tower, VIP Road, P.O+PS- VIP Road, Kolkata-54. W.B.
5. Deputy Director of Personnel (Recruitment), DVC, DVC Tower, VIP Road, P.O+P.S. - VIP Road, Kolkata-54. W.B.

....**Respondents**

With

W.P.(S) No. 1343 of 2022

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1. Narendra Kumar Chaudhary, aged about 51 years, S/o late Harinandan Chaudhary, Resident of Village-Bishunpur Mangal, P.O. Rajala, P.S. Kuthani, District- Muzaffarpur (Bihar) at present working as PG Teacher at DVC High School, Panchet, P.O. & P.S- Panchet, District- Dhanbad.
2. Hemant Kumar, aged about 55 years, S/o Lakshmi Narayan Mahto, Resident of Village Barotand (Nawadih), P.O. Dumma, P.S. Jamua, District-Giridih at present working as PG Teacher at DVC High School, Panchet, P.O. & P.S- Panchet, District-Dhanbad.
3. Manoj Kumar, aged about 49 years, S/o Sahdeo Chaudhary, Resident of Village Mandramo, P.O. & P.S.- Sariya, District Giridih at present working as PRT Teacher at DVC Middle English School, Panchet, P.O. & P.S- Panchet, District-Dhanbad. ....**Petitioners**

Versus

1. Damodar Valley Corporation through its chairman, at DVC Towers, VIP Road, P.O. Kakurgachhi, P.S.-Maniktala, District-Kolkata.
2. The Member Secretary, at DVC Towers, VIP Road, P.O.-Kakurgachhi, P.S. Maniktala, District- Kolkata.
3. The Executive Director, HR, Damodar Valley Corporation, at DVC Towers, VIP Road, P.O.-Kakurgachhi, P.S.- Maniktala, District- Kolkata.
4. The Deputy Director, HR Recruitment, at DVC Towers, VIP Road, P.O.-Maniktola, District- Kolkata. Kakurgachhi, P.S.-
5. The Grievance Officer, at DVC Towers, VIP Road, P.O.-Kakurgachhi, P.S.-Maniktala, District- Kolkata.

....**Respondents**

With

W.P.(S) No. 309 of 2025

Shabnam Perwin, age about 53 years, Wife of A.N.M. Shaida, Resident of Bokaro Thermal, P.O. & P.S. Bokaro Thermal,

District - Bokaro, Jharkhand. ....**Petitioner**

Versus

1. Damodar Valley Corporation through its Chairman, DVC Towers, VIP Road, P.O. and P.S. Maniktola, Kolkata, West Bengal.
2. Secretary, Damodar Valley Corporation, DVC Tower, VIP Road, PO& P.S- Kolkata, District Kolkata-54
3. Director, Damodar Valley Corporation, DVC Tower, VIP Road, PO&P.S-Kolkata, Dist- Kolkata-54.
4. Deputy Director of Personnel (Recruitment), DVC, DVC Tower, VIP Road P.0& P.S. Dist-Kolkata-54.
5. Executive Director (HR), DVC, DVC Tower, VIP Road, PO&PS Kolkata, Dist. Kolkata-54.
6. The Member Secretary, DVC, DVC Tower, VIP Road, PO&PS Kolkata, Dist. Kolkata-54. ....**Respondents**

With

W.P.(S) No. 340 of 2025

Harendra Kumar Singh, age about 58 years, Son of Surendra Kumar Singh, Resident of HMT 27/1., Near Hospital More, Govindpur C. Bokaro Thermal, Govindpur, P.O. & P.S. Bokaro Thermal, District-Bokaro, Jharkhand.

....**Petitioner**

Versus

1. Damodar Valley Corporation through its Chairman, DVC Towers, VIP Road, P.O. and P.S. Maniktola, Kolkata, West Bengal.
2. Secretary, Damodar Valley Corporation, DVC Tower, VIP Road, PO& P.S- Kolkata, District Kolkata-54
3. Director, Damodar Valley Corporation, DVC Tower, VIP Road, PO& P.S-Kolkata, Dist- Kolkata-54.
4. Deputy Director of Personnel (Recruitment), DVC, DVC Tower, VIP Road P.0& P.S. Dist-Kolkata-54.
5. Executive Director (HR), DVC, DVC Tower, VIP Road, PO&PS Kolkata, Dist. Kolkata-54.
6. The Member Secretary, DVC, DVC Tower, VIP Road, PO&PS Kolkata, Dist. Kolkata-54. ....**Respondents**

With

W.P.(S) No. 1201 of 2022

Anjana Prasad, aged about 48 years, wife of Shri Bipin Kumar Chanchal, resident of NPCC Colony, Govindpur, P.O.- Govindpur, Bokaro Thermal, District-Bokaro:

....**Petitioner**

Versus

1. Damodar Valley Corporation, a Government of India Undertaking having its Head Quarters at DVC Tower, VIP Road, P.O-VIP Road, P.S.-Vidhan Nagar, District 24-Pargana, Kolkata-54 (W.B.):
2. Executive Director (HR), Damodar Valley Corporation, at

DVC Tower, VIP Road, P.O.-VIP Road, P.S.-Vidhan Nagar, District 24-Pargana, Kolkata-54 (W.B.):

....**Respondents**

With

W.P.(S) No. 1225 of 2022

Shobha Pandey, age about 56 years, Wife of Bimlesh Dutta Mishra, Resident of SDT-1/24, Bokaro Thermal, P.O. & P.S. - Bokaro Thermal, District - Bokaro, Jharkhand.

....**Petitioner**

Versus

1. Damodar Valley Corporation through its Chairman, DVC Towers, VIP Road, P.O. and P.S. Maniktola, Kolkata, West Bengal.
2. The Member Secretary, DVC, DVC Tower, VIP Road, PO+PS. Maniktola Kolkata-54., WB
3. Joint Secretary-cum-Public Grievance Officer, DVC, DVC Tower, VIP Road PO+PS-Maniktola Tower, VIP Road, Kolkata-54. W.B.
4. Executive Director (HR), Damodar Valley Corporation, DVC Tower, VIP Road, P.O+PS-Maniktola, Kolkata-54. W.B.
5. Deputy Director of Personnel (Recruitment), DVC, DVC Tower, VIP Road, P.O+P.S. -Maniktola, Kolkata-54. W.B.

....**Respondents**

With

W.P.(S) No. 1236 of 2022

Bimlesh Dutta Mishra, age about 58 years, Son of P.D. Mishra, Resident of Q. No. HMD-83/D, Bokaro Thermal, P.O. & P.S. Bokaro Thermal, District-Bokaro, Jharkhand.

....**Petitioner**

Versus

1. Damodar Valley Corporation through its Chairman, DVC Towers, VIP Road, P.O. and P.S. Maniktola, Kolkata, West Bengal.
2. The Member Secretary, DVC, DVC Tower, VIP Road, PO+PS. Maniktola Kolkata-54., WB
3. Joint Secretary-cum-Public Grievance Officer, DVC, DVC Tower, VIP Road PO+PS-Maniktola Tower, VIP Road, Kolkata-54. W.B.
4. Executive Director (HR), Damodar Valley Corporation, DVC Tower, VIP Road, P.O+PS-Maniktola, Kolkata-54. W.B.
5. Deputy Director of Personnel (Recruitment), DVC, DVC Tower, VIP Road, P.O+P.S. -Maniktola, Kolkata-54. W.B.

....**Respondents**

With

W.P.(S) No. 1238 of 2022

Shabnam Perween, age about 52 years, Wife of Md. Shahjahan, Resident of Raza Bazar, Govindpur F, Govindpur,

P.O. & P.S. Bokaro Thermal, District-Bokaro, Jharkhand.
....**Petitioner**

Versus

1. Damodar Valley Corporation through its Chairman, DVC Towers, VIP Road, P.O. and P.S. Maniktola, Kolkata, West Bengal.
2. The Member Secretary, DVC, DVC Tower, VIP Road, PO+PS. Maniktola, Kolkata-54.,
3. Joint Secretary-cum-Public Grievance Officer, DVC, DVC Tower, VIP Road PO+PS-Maniktola Tower, VIP Road, Kolkata-54.
4. Executive Director (HR), Damodar Valley Corporation, DVC Tower, VIP Road, P.O+PS-Maniktola, Kolkata-54. W.B.
5. Deputy Director of Personnel (Recruitment), DVC, DVC Tower, VIP Road, P.O+P.S. -Maniktola, Kolkata-54. W.B.
....**Respondents**

CORAM: HON'BLE MR. JUSTICE DEEPAK ROSHAN

For the Petitioner(s) : Mr. Manoj Tandon, Advocate
Mr. Ayush Aditya, Advocate
Mr. Akash Deep, Advocate
Mrs. Priyanka Dayal, Advocate
[in W.P.(S) No. 1137,1166,1167,1343,1225,1236, 1238 of 2022 and 309, 340 of 2025]
Mr. A.K.Sahani, Advocate
Mr. Vikesh Kumar, Advocate
[in W.P. (S) No. 1201 of 2022]

For the Respondent(s) : Mr. R.N.Sahay, Sr. Advocate

For the Res.-JSCC : Mr. Sanjoy Piprawall, Advocate
Mr. Soumitra Baroi, Advocate

C.A.V. ON: 10.04.2026 **PRONOUNCED ON:29/04/2026**

1. Heard learned counsel for the parties.

2. All these writ petitions involve common question of law and facts, and hence, with the consent of the parties, all were heard together and are being disposed of by this common judgment. The prayers have been made for regularization of the services of the respective petitioners.

The Facts: -

3. In W.P.(S) No. 1137 of 2022, the case of the petitioner

(Sanjay Kumar Jha) is that he has M.A. in Geography with B.Ed. An advertisement was issued on 19.10.2002. After facing the selection process, he was appointed on 16.04.2003.

The case of the petitioner (Isha Kumari) in W.P.(S) No. 1166 of 2022 is that she has M.A. in History. She also faced the same selection process and she was appointed on 16.04.2002.

The case of the petitioner (Jai Prakash Narain) in W.P.(S) No. 1167 of 2022 is that he has M.Sc. (Chemistry) with B.Ed. and advertisement in his case was also issued on 19.10.2002 and he was appointed on 23.08.2004.

It is the case of Shobha Pandey in W.P.(S) No. 1225 of 2022 that she has M.A. in Sanskrit with B.Ed. and the advertisement in her case was issued on the same day, i.e. on 19.10.2002 and she was appointed on 17.04.2003.

Bimlesh Dutta Mishra in W.P.(S) No. 1236 has M.com with B.Ed. and BA in History. He also faced the same advertisement dated 19.10.2002 and got appointed on 17.04.2003.

The Petitioner in W.P.(S) No. 1238 of 2022 (Shabnam Perween) has B.A. with B.Ed. who faced advertisement dated 19.02.2002 and was appointed on 15.09.2005.

The Petitioner Shabnam Perwin in W.P.(S) No. 309 of 2002 has B.A. with B.T. She faced advertisement dated 19.02.2002 and was appointed on 20.12.2004.

In W.P.(S) No. 340 of 2023 the Petitioner (Harendra Kumar Singh) has B.Sc. in Mathematics with B.T. He also faced the same advertisement and was appointed on

15.07.2004.

4. Though the facts of each case are almost common; as such for convenience, facts of *W.P.(S) No. 1137 of 2022* (*Sanjay Kumar Jha case)* has been referred hereinbelow. An advertisement was issued in daily newspaper Hindustan for engagement of teachers on contractual basis. Pursuant to which, the petitioner being eligible applied for such appointment. After facing selection process, appointment letter was issued to him and the same has been placed on record at Annexure-1. His case is that he was appointed on a sanctioned and vacant post of post-graduate trained teacher in the Department of Geography.

A detailed chart has been placed on record as Annexure-2 of the writ petition with respect to sanction of posts. A letter dated 9.5.2014 has been placed on record as Annexure-3 of the writ petition. As per this letter, the service of the petitioner was discontinued for a month (approx) from 19.05.2014 to 17.04.2014 with a further direction to resume duty on 18.04.2014 as usual.

5. The further case of this petitioner is that a writ petition, being *W.P.(S) No. 6695 of 2007* was decided on 28.02.2008 in the case of *DVC Teachers Association Vs. Damador Vally Corporation*; whereby a direction was issued by this Court that DVC will not regularize any person engaged on part time/ contract basis.

This order was challenged in *LPA No. 216 of 2008*, which was disposed of on 28.04.2016 with a direction that the judgment of the writ Court will not come in the way of engagement / regularization in accordance with law and the judgment to this extent of the writ Court was modified.

6. The Damador Valley Corporation (for short 'the Corporation') has filed its counter affidavit stating inter alia that the petitioners are not entitled for regularization of their services. The Corporation has further pleaded that the engagement of the petitioners was purely on day-to-day basis and the services were utilized on day-to-day basis. The Corporation further pleads that the sanction of teacher has been revised in 2013 and in 2021.

With respect to Annexure-2 and the corresponding statement made in paragraph-6 of the writ petition, it has been contended that the Corporation has decided to go for outsourcing for the entire sanctioned strength of teachers.

7. It has been further pleaded that even if vacancy exists, the same has to be filled up by open advertisement and not from the teachers appointed on contractual basis. The further case of the Corporation is that vacancies mentioned were based on sanction prior to 2013, which has been reduced to large extent.

Arguments advanced by the petitioners:

8. Mr. Manoj Tandon, learned counsel appearing for the petitioners has submitted that the impugned orders dated 27.09.2016 and 10.01.2017 are highly arbitrary, illegal, unconstitutional and in colourable exercise of power. He submitted that the impugned decisions have been made without any application of mind by the Corporation, as the claim of the petitioners has been rejected only on the ground that by order dated 28.04.2016 in *L.P.A. No. 216 of 2008* of the Division Bench cannot be construed as direction to regularize their services as Teachers.

9. It has been further submitted by the Ld. Counsel that

memorandum dated 07.10.2020, as annexed as Annexure-9 to the writ petition, cannot be relied upon by the Corporation to reject the claim of the petitioners for regularization, as contended in paragraph-25 of the counter affidavit filed in *W.P.(S) No. 1137 of 2022*.

He has submitted that this is a mere guideline to defend the Court cases for regularization, which cannot be used as against the petitioners for rejecting their claim for regularization.

10. Mr. Tandon places reliance on Office Order dated 03.02.2022, placed on record as Annexure-10 of the writ petition to fortify his argument that all the teachers, including PRT, TGT and PGT, were getting monthly consolidated pay of Rs. 21,500/-, 26250/- and 27500/- respectively.

11. He further submitted that petitioners that the petitioners had been performing their duties and the entire school is dependent upon these petitioners, as their work is permanent in nature, though titled as 'contractual employees'.

12. It has submitted that years of ad-hoc engagement itself is sufficient to regularize the services of the petitioners. The respondents have not dealt with fairness and respect for the dignity of the work, as the petitioners are discharging their duty as teachers (PRT, TGT and PGT). It has been submitted that the creation of post is primarily an executive function and, in fact, the documents placed at Annexure-2 with respect to sanction of posts, has not been disputed by the Corporation in their counter affidavit and hence the petitioners cannot be treated as working against the posts,

which are not sanctioned.

13. He further submitted that exploitation through long term contractual basis is now being shifted to outsourcing, as contended by the respondents, which is not permissible in the eye of the law, particularly in a case where the work is permanent in nature. Indefinite temporary employment in public service may not be countenanced.

14. Learned counsel for the petitioners has placed heavy reliance upon decisions which govern the field of regularization. More particularly, learned counsel relied upon the recent judgment of the Hon'ble Supreme Court of India in the case of ***Dharam Singh and others versus State of U.P. and another***, reported in [***2025 SCC OnLine SC 1735***] to contend that since the work in question is permanent in nature and the petitioners have rendered more than twenty years of service as teachers, as such they are entitled for regularization.

Arguments advanced by the Respondents:

15. Mr. R.N. Sahay, Ld. Senior counsel appearing for the respondent-Corporation has submitted that the petitioners were engaged on contractual basis. They do not have any right of regularization, as the respondent-Corporation takes work from the petitioners as and when required. He submitted that the impugned orders are dated 27.09.2016 and 10.01.2017 and the writ petition has been preferred in the year 2022 and hence, the same is hit by the principle of delay and laches. It has been contended that the writ petitions deserve to be dismissed on this count alone.

16. Ld. Sr. Counsel has also submitted that no work was used to be taken from the petitioners during the summer

vacation and to fortify this argument, he has referred Annexure-3 dated 09.05.2014 of the writ petition. The respondents have relied upon the decisions in the case of ***Sanjay Guchhait & Ors. v. State of West Bengal & Ors***.[1] It has been therefore argued that the writ petitions deserve dismissal.

Analysis and reasons:

17. Heard learned counsel for the rival parties and perused the materials on record. The main grievance of the petitioners is that their representation for regularization has been rejected arbitrarily.

18. In light of the facts of the present case which is same and similar in all the writ applications, this Court holds that the writ petitions deserve to be allowed for the following reasons:-

(a) It is not in dispute that all the petitioners are working for more than twenty years. Continuance of employees for more than twenty years on contractual basis itself connotes that the work discharged by these petitioners are permanent in nature. These petitioners are the backbone of the school in question, run by Damodar Valley Corporation. Therefore, the fate of these petitioners cannot be left at the whims and fancies of the respondent-Corporation which is a creature of a Statute. This Corporation is created by the Damodar Valley Corporation Act, 1948. The Corporation, therefore, is expected to work within the four corners of law and behave like a model employer.

(b) The petitioners have rightly relied upon the

[1] 2026 SCC OnLine Cal 3045

judgment rendered in the case of the ***Dharam Singh (supra).*** In the said case, the petitioners before the Hon'ble Supreme Court were working from 1997 and they were being paid daily wages. The Writ Court declined to grant relief. The Special Appeal preferred there against before the Division Bench of Allahabad High Court, affirmed the order of the Writ Court by declining regularization to the petitioners.

The Hon'ble Apex Court, however, directed regularization of those petitioners. Though the order was passed on 19.08.2025, but the regularization was ordered to be affected from the year 2002. The Hon'ble Supreme Court held that a State (Union and State Governments) is not a mere market participant but a Constitutional Employer. For ready reference, paragraphs-17 and 18 are extracted hereinbelow:-

> ***"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.*
>
> ***18.*** *Moreover, it must necessarily be noted that "ad- hocism" thrives where administration is opaque. The State Departments must keep and produce accurate establishment registers, muster rolls and outsourcing arrangements, and they must explain, with evidence, why they prefer precarious engagement over sanctioned posts where the work is perennial. If "constraint" is invoked, the record should show what alternatives were considered, why similarly placed workers were treated differently, and how the chosen course aligns with Articles 14, 16 and 21 of the Constitution of India. Sensitivity to the human consequences of prolonged insecurity is not sentimentality. It is a constitutional discipline that should inform every decision affecting those who keep public offices running."*
>
> *[Emphasis Supplied]*

(c) There is yet another decision by the Hon'ble Apex Court in the case of ***Jaggo Vs. Union of India &***

Ors., reported in ***2024 SCC OnLine SC 3826***. The Hon'ble Apex Court held that the appellants were rendering services for long time, for more than ten years and their services cannot be brushed aside merely by labeling their initial appointments as part time or contractual. It was held that their employment must be considered in the light of their sustained contribution, the integral nature of their work and the fact that no evidence suggested their entry was through any illegal or surreptitious route.

The Hon'ble Apex Court further held that there was nothing on record that during the continuance of their services, there was any issue raised with respect to their competence or performance. The facts of this case were that the petitioners before the Hon'ble Apex Court were working in Central Water Commission on part time ad-hoc terms. For better appreciation of the matter, paragraphs 11 to 16 are reproduced in extenso: -

"11. The appellants, throughout their tenure, were engaged in performing essential duties that were indispensable to the day-to-day functioning of the offices of the Central Water Commission (CWC). Applicant Nos. 1, 2, and 3, as Safaiwalis, were responsible for maintaining hygiene, cleanliness, and a conducive working environment within the office premises. Their duties involved sweeping, dusting, and cleaning of floors, workstations, and common areas—a set of responsibilities that directly contributed to the basic operational functionality of the CWC. Applicant No. 5, in the role of a Khallasi (with additional functions akin to those of a Mali), was entrusted with critical maintenance tasks, including gardening, upkeep of outdoor premises, and ensuring orderly surroundings.

12. *Despite being labelled as "part-time workers," the appellants performed these essential tasks on a daily and continuous basis over extensive periods, ranging from over a decade to nearly two decades. Their engagement was not sporadic or temporary in nature; instead, it was recurrent, regular, and akin to the responsibilities typically associated with sanctioned posts. Moreover, the respondents did not engage any other personnel for these tasks during the appellants' tenure, underscoring the indispensable nature of their work.*

13. *The claim by the respondents that these were not regular posts lacks merit, as the nature of the work performed by the appellants was perennial and fundamental to the functioning of the offices. The recurring*

nature of these duties necessitates their classification as regular posts, irrespective of how their initial engagements were labelled. It is also noteworthy that subsequent outsourcing of these same tasks to private agencies after the appellants' termination demonstrates the inherent need for these services. This act of outsourcing, which effectively replaced one set of workers with another, further underscores that the work in question was neither temporary nor occasional.

14. The abrupt termination of the appellants' services, following dismissal of their Original Application before the Tribunal, was arbitrary and devoid of any justification. The termination letters, issued without prior notice or explanation, violated fundamental principles of natural justice. It is a settled principle of law that even contractual employees are entitled to a fair hearing before any adverse action is taken against them, particularly when their service records are unblemished. In this case, the appellants were given no opportunity to be heard, nor were they provided any reasons for their dismissal, which followed nearly two decades of dedicated service.

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."

[Emphasis Supplied]

(d) The facts of the *Jaggo's case (supra)* disclose that he was terminated from service, but such termination order was also quashed by the Hon'ble Apex Court with a direction to regularize the services forthwith.

(e) Reference may also be made in this regard to the judgment of the Hon'ble Apex Court in the case of ***Bhola Nath Vs. State of Jharkhand & Others***, reported in ***2026 SCC OnLine SC 129***. This judgment arises out of a judgment passed by this Court. The writ petition for regularization was dismissed by this Court on the ground that such claimants / petitioners for regularization were

working on contractual basis.

The LPA preferred against was also dismissed by the Division Bench of this Court. The Hon'ble Apex Court dealt with the issue of legitimate expectation of the employees, who worked for a considerable length of time on contractual basis. The issue of perpetual contractual engagements has been dealt with in this judgment. While concluding, the Hon'ble Supreme Court held that such contractual employees working for decade under the nomenclature of contractual engagement could not be denied regularization.

The Hon'ble Apex Court further directed the State to regularize their services forthwith with all consequential service benefits. This judgment deals with "unconscionable agreements-contract between Lion and a Lamb." Paragraphs-12.2 and 12.3 are relevant and the same are extracted below:-

> **"12.2.** At this juncture, the analogy of apples and oranges serves as a useful reminder that certain relationships are inherently incapable of being assessed on an equal plane. A contract between the State and an employee stands on a similar footing. The State, in such a relationship, assumes the role of a metaphorical lion, endowed with overwhelming authority, resources and bargaining strength, whereas the employee, who is yet an aspirant, is reduced to the position of a metaphorical lamb, possessing little real negotiating power. To suggest parity between the two, i.e. the lion and the lamb, would be to ignore the stark imbalance that defines the relationship.
>
> **12.3.** Therefore, where a lion contracts with a lamb, the inequality is not incidental but structural, and it is precisely this disproportion that calls for judicial sensitivity. In such situations, the conscience of Constitutional Courts must inevitably tilt in favour of protecting the lamb. We have no hesitation in holding that Constitutional Courts are duty- bound to act to safeguard those who are vulnerable to exploitation, so that employees are not compelled to meekly submit to the demands of a vastly dominant contracting party like the State, but are instead assured that constitutional protections will intervene to prevent such exploitation."

[Emphasis Supplied]

(f) The facts of the present set of cases clearly demonstrate that although the petitioners were initially appointed on a contractual basis during the period

2003 to 2005; their engagements were periodically discontinued during intervals such as summer vacations, which are manifestly artificial and engineered in nature. Despite such intermittent breaks, the petitioners were consistently re-engaged and continued to discharge their duties uninterruptedly and to the full satisfaction of the competent authorities.

The so-called breaks in service do not evidence any voluntary abandonment, resignation, or cessation of employment on the part of the petitioners, but are merely technical interruptions devoid of any substantive legal effect. In this regard the Hon'ble Supreme Court has in the case of ***Prem Chand & Ors. v. State of Punjab & Anr.***[2] wherein the Respondents denied regularization on the ground that the service of the petitioners was not continuous, however the Hon'ble Apex Court examined the break in service as artificial wherein the petitioners were re-engaged continuously, save and except, the short break and allowed the appeal. The relevant paragraph of ***Prem Chand & Ors. v. State of Punjab & Anr. (supra)*** is quoted herein below:

> ***"20.*** *Moreover, the breaks in service relied upon by the Respondents to deny regularization are, on a closer examination, artificial in nature. The Appellants were consistently re-engaged, save for short breaks, and continued to discharge their duties to the satisfaction of the appointing authorities on the same posts. The breaks do not reflect any genuine abandonment of service or voluntary cessation of employment. Therefore, we are of the opinion that the long service of the Appellants cannot be disregarded in lieu of artificial breaks and by leveling the initial employment as ad hoc.*
>
> ***21.*** *In view of the above, the appeal is allowed. The impugned order dated 02.08.2012 passed by the Division Bench of the High Court is set aside as also the order of dismissal from service of*

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the Appellants dated 23.01.2008.

The Appellants, as a consequence, shall be deemed to be in continuous service without any break."

(g) The petitioners, in fact, have rendered their services and their contribution to the School for such a long period itself is sufficient to regularise the services of the petitioners. The embargo for non- regularization was duly considered by the Division Bench of this Court in the case of ***Damador Valley Corporation versus DVC Teachers Association in L.P.A. No. 216 of 2008*** and the Division Bench directed that regularization is permissible in accordance with law. This direction of the Division Bench has been totally misconstrued and misinterpreted by passing the impugned orders by the respondents.

(h) The impugned decisions are absolutely in colorable exercise of power to deny legitimate colourable of the petitioners, which cannot be sustained in the eye of the law.

(i) Ld. Sr. Counsel appearing for the respondents have raised the issue of delay and laches. As rightly pointed out by the learned counsel appearing for the petitioners in reply to the argument advanced by the counsel for the respondents, that the plea of laches and negligence cannot be raised in the matter of regularization. In fact, for long the petitioners have worked and when the services were not regularized, despite working for more than two decades, the petitioners have no option but to knock the door of this Court by filing writ petitions for mandamus to regularize their services.

Additionally, the petitioners have also prayed for

quashing of the impugned orders, so as to avoid any technicalities. This Court, therefore, holds that the argument with respect to laches and negligence in the matter of regularization of these petitioners is totally misplaced and reliance placed on ***Sanjoy Guchhait (Supra)*** is not applicable in the present set of facts and circumstances.

The petitioners have rendered their services for more than two decades and the respondents are raising the point of delay and laches in filing the writ petition under Article 226 of the Constitution. This contention of the Corporation is absolutely misconceived. Merely because the writ petition is preferred after the petitioners have rendered more than two decades, the same cannot be thrown out on the ground of laches and delay. Such plea cannot be permitted to be raised in a matter of regularization.

(j) In paragraph-25 of the counter affidavit filed in W.P.(S) No. 1137 of 2022, the issue of memorandum dated 07.10.2020 has been raised by the respondents. This memorandum is placed at Annexure-9 of the writ petition itself. This is a mere guideline issued by the Government of India, Ministry of Personnel, Public Grievance and Pension; whereby the judgment and the relevant paragraphs of ***Uma Devi's (2006) 4 SCC 1*** case are referred. This is mere a guideline as to how the cases have to be defended. This cannot be a shield for the respondents to deny the regularization of employees who are working for more than two decades, even being on contractual basis. This contention of the respondent-Corporation is wholly misconceived.

Conclusion

19. In light of what has been held above, and more particularly the above cited binding precedents, all these writ petitions deserve to be, and are, hereby allowed. The common impugned order dated 27.09.2016 whereby the grievances regarding regularization have been rejected and order dated 10.01.2017 whereby the fresh representation(s) of the petitioners has been rejected are quashed and set aside. The Mandamus is issued to the respondents to regularize the services of the petitioners with effect from the date they have completed ten years of service with all consequential service benefits.

20. Accordingly, all these writ petitions stand allowed. No order as to costs. Pending I.A.s, if any, also stands disposed of.

(Deepak Roshan, J.)

29.04.2026
Amardeep/-
A . F . R .

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