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

\+ W.P.(C) 2392/2022

JOGINDER SINGH .....Petitioner

Through: Mr. R. K. Kapoor, Mr. Rajat Kapoor & Ms. Anjali Kumari, Advocates.

versus

NORTH EAST CENTRE FOR TECHNOLOGY APPLICATION AND REACH & ORS. .....Respondents

Through: Mr. Jivesh Kumar Tiwari, CGSC with Ms. Samiksha, Advocates for R-1.
Mr. Vijay Joshi, CGSC with Mr. Shubham Chaturvedi, Advocates for R-1.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **22.01.2026**

1. The Petitioner, who was appointed to the post of peon on 16th October, 2008 under a Mission Mode Project associated with the Technology Information, Forecasting and Assessment Council,[1] and thereafter with the North East Centre for Technology Applications and Reach[2] on successive contractual engagements is aggrieved with the discontinuance of his services. The reliefs sought, as framed, travel beyond a mere challenge to a single relieving order and extend to a claim of continuity, parity, and consequential benefits.

Factual Background

2. On 16th October, 2008, the Petitioner was appointed as a Peon under

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[1] "TIFAC"
[2] "NECTAR"

an office order issued for the Mission Mode Project "Re-invigorating Indian Agriculture through Science & Technology" under TIFAC. The appointment order described the post as temporary and co-terminus with the project, with continuation subject to orders issued from time to time.

3. In the institutional restructuring that followed, NECTAR was set up as an autonomous body under the Department of Science and Technology. On 31st December, 2013, NECTAR issued an appointment letter engaging the Petitioner on contract for one year from the date of assumption of charge, on consolidated remuneration. The letter contemplated that the engagement would expire upon the end of the contractual period unless renewed by an order in writing. It also provided for termination by 30 days' notice during the currency of the contract.

4. The Petitioner continued with NECTAR on extensions/renewals from time to time. An extension order dated 17th January, 2020 renewed the Petitioner's contract for six months with effect from 1st January, 2020 to 30th June, 2020 (or until further orders, whichever earlier) and fixed consolidated monthly emoluments of Rs. 32,560/- from 1st January, 2020.

5. On 30th May, 2020, NECTAR issued a notification on "Extension/Renewal of Contract" in the context of shifting contractual staff to Shillong. The notification recorded that contracts stood extended till 30th June, 2020, and directed contractual staff to furnish readiness and travel details for joining the Shillong office, failing which NECTAR would presume disinclination and would not renew the contract.

6. Thereafter, an email dated 11th July, 2020 described as relating to "Extension of contractual employees relieved on 30 Jun 2020", offered the Petitioner engagement at Delhi for two months (July and August, 2020)

subject to his willingness to shift to Shillong. The Petitioner claims to have accepted the offer by email dated 12th July, 2020 and to have submitted an undertaking dated 14th July, 2020 affirming willingness to shift to Shillong after two months.

7. However, on 30th June, 2020, NECTAR issued a relieving order recording that the Petitioner stood relieved from duty with effect from 30th June, 2020 afternoon.

8. The Petitioner addressed an email dated 10th August, 2020, stating that he had reported for duty and submitted the requisite undertaking, but had received no clarity regarding the completion of joining formalities or the further course of action. The Petitioner also made several representations seeking release of the balance leave encashment, claiming parity with similarly placed employees.

Submissions on behalf of the Petitioner

9. Counsel for the Petitioner contends that the discontinuance of the Petitioner's services is unlawful and arbitrary. The submissions are summarised:

9.1. The Petitioner served continuously for about twelve years. The work was regular and perennial in nature. The continued engagement itself reflects institutional requirement, which disentitles NECTAR from abruptly dispensing with the Petitioner's services.

9.2. The Petitioner commenced the job on a regular pay scale and the Respondents later shifted him to consolidated contractual pay, which, according to the Petitioner, could not have been imposed unilaterally.

9.3. The notification dated 30th May, 2020 contemplated renewal of contractual staff who had expressed willingness to shift, and later the email dated 11th July, 2020 offered a Delhi posting for July and August, 2020, again conditional on willingness to shift thereafter. The Petitioner accepted and furnished an undertaking. In these circumstances, discontinuance and refusal to take the Petitioner back is arbitrary.

9.4. The Petitioner alleges discrimination and "pick and choose", asserting that other persons, including those who joined with him or later, were retained. It is also urged that one Somnath was regularised and designated as Senior Analyst, which is pressed as an instance of favouritism.

9.5. Article 14, Article 21, and Article 300A of the Constitution of India, 1950 are invoked to contend that the impugned action deprived the Petitioner of livelihood and legal dues.

9.6. The Petitioner is over-age for alternative employment and that the action amounts to unfair labour practice. Counsel also refers to the pendency of W.P.(C) No. 5566/2017, in which the Petitioner is stated to be one among several petitioners pursuing wage-related grievances.

Submissions on behalf of NECTAR

10. Counsel for NECTAR opposes the petition, urging that the Petitioner never held a permanent post in NECTAR and lacks any enforceable right to continuation or regularisation. The principal submissions are:

10.1. NECTAR is an autonomous body set up under the Department of Science and Technology with effect from 1st January, 2014, integrating activities of Mission for Geospatial Applications and National Mission on Bamboo Applications. The sanctioned strength comprised 31 regular posts approved by the Department of Expenditure, Ministry of Finance, on 25th July, 2012. There is no sanctioned post of Peon in NECTAR.

10.2. The Petitioner was engaged by NECTAR for a period of one year, purely on contractual terms by appointment letter dated 31st December, 2013. Extensions were granted on short-term basis (3 to 6 months) as per requirement and approval. Recruitment Rules and Bye-Laws were not finalised, and regular recruitment did not take place.

10.3. The extension from 1st January, 2020 to 30th June, 2020 was granted subject to the staff shifting to Shillong. The Petitioner had expressed willingness to shift. COVID-19 prevented shifting in March, 2020, and the Petitioner continued from Delhi temporarily.

10.4. As restrictions eased, NECTAR required staff at Shillong. The Petitioner did not comply with the requirement of shifting. It is asserted that the Petitioner did not provide travel details for Shillong and sought further stay in Delhi. Since the services were required at Shillong, the competent authority did not extend the contract beyond 30th June, 2020.

10.5. The Petitioner's engagement was purely contractual in nature, and neither the terms of appointment nor any applicable rules provided for accumulation or encashment of leave in respect of such an engagement. Leave encashment is admissible only to regular employees in accordance with the applicable rules; there exists no provision under the relevant Government of India rules or under NECTAR's contractual framework permitting leave encashment for contractual employees.

11. The Court has considered the submissions advanced and perused the record. On the pleadings and the record, the questions that arise are:

11.1. Whether the Petitioner has any enforceable right to renewal/continuation after 30th June, 2020.

11.2. Whether the relieving order and the refusal to continue the Petitioner's services suffer from public law infirmity under Article 14, including arbitrariness or discrimination.

11.3. Whether any direction for regularisation can be granted in writ jurisdiction on the facts of this case.

Analysis and Reasons

12. The Respondent is a State instrumentality for the purposes of Article 12 of the Constitution of India. Even in matters arising out of contractual engagements, a writ court may examine whether the action bears a constitutional taint, including manifest arbitrariness, discrimination, *mala fides*, or procedural unfairness. At the same time, judicial review does not convert into enforcement of tenure as if the contract were a permanent appointment. The scrutiny remains focussed on legality of the decision-making process and the constitutional minimum expected of a State instrumentality.

Nature of engagement and claim of right to continue

13. The documentary trail is consistent on one central feature. The Petitioner's engagement with NECTAR was contractual, renewed from time to time, and the extension order of 17th January, 2020 itself confined the tenure to 30th June, 2020 or until further orders. The appointment letter dated 31st December, 2013 also contemplated expiry on completion of the term unless renewed by an order in writing.

14. The Petitioner seeks to convert long continuation into an enforceable right to be continued. Length of service, by itself, does not create a vested right to renewal of a fixed-term engagement. That proposition holds with greater force where the employer is a public body and the engagement is contractual, pending formulation of Recruitment Rules and regular recruitment.

15. The claim that the work was "perennial" also does not, in itself, justify a mandamus to continue a contractual employee. In public employment, courts have repeatedly cautioned against directions that have the effect of creating a parallel mode of entry into service or compelling continuation without adherence to sanctioned strength and recruitment norms. The remedy, if any, must fit within constitutional discipline for public appointments.

Regularisation

16. The prayer for regularisation runs into settled law. Regularisation is not an equitable reward for long service. It is an exception, not a rule, and it operates within strict parameters. The Supreme Court in ***Secretary, State of Karnataka v. Uma Devi***[3] and the decisions that followed have made it clear that courts cannot direct regularisation or permanent absorption contrary to recruitment rules, sanctioned posts, and constitutional requirements of equal opportunity. Where a post itself is not sanctioned, the claim for regularisation becomes still more fragile.

17. NECTAR asserts there is no sanctioned post of Peon. The Petitioner has not placed material to demonstrate that NECTAR had a sanctioned Peon post against which regular appointment could be made. The Ministry of Finance approval relied upon by NECTAR is also for 31 posts on scientific/technical/admin/accounts lines. On the material before the writ court, a mandamus for regularisation cannot be sustained.

Article 14 challenge and the 30th May, 2020 notification

18. The Petitioner places considerable reliance on the notification dated 30th May, 2020. The document, on its plain terms, does not operate as an

unconditional renewal of all contracts till 31st December, 2020. It first records that the last contractual engagement of staff who were willing to shift to Shillong stood extended up to 30th June, 2020. It then proceeds on the footing that the administrative plan was to operationalise the Shillong office and, for that purpose, requires contractual staff to furnish readiness, travel plan and date to the administration. The notification expressly stipulates the consequence of non-compliance: if the requisite information is not furnished within the indicated time, it would be presumed that the staff is not interested to shift to Shillong and the contract extension would not be renewed.

19. It also bears emphasis that the NECTAR's pleaded position is that extension of contractual positions is sought from the competent authority and the parent department from time to time, and the extension granted from 1st January, 2020 to 30th June, 2020 was, in any event, subject to willingness to shift to Shillong by March, 2020, a condition which could not be operationalised in March only due to the Covid-19 restrictions. If that is the governing arrangement, the insistence on subsequent joining at Shillong, once restrictions eased, is neither extraneous nor irrational. It is integrally connected with the place of work and the purpose for which the contractual services were being utilised.

20. The legal effect is straightforward. The notification does not confer a vested right of continuation beyond 30th June, 2020. Any engagement after that date depended upon the employer deciding to renew, and that decision being linked to the operational requirement of deployment at Shillong. In that framework, the Petitioner cannot read the notification as a binding

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[3] (2006) 4 SCC 1.

assurance of employment till 31st December, 2020.

Effect of post-relieving emails and alleged acceptance

21. The Petitioner then relies on an email dated 11th July, 2020, described as relating to "Extension of contractual employees relieved on 30th June, 2020". The Petitioner states that he accepted the offer by replying on 12th July, 2020 and further submitted a written undertaking on 14th July, 2020. The Respondent, on the other hand, asserts that by July, 2020 the Covid-19 restrictions had eased, some employees were shifted, and the Petitioner was required to join at Shillong, but he did not act on that requirement and instead sought further time at Delhi.

22. If NECTAR's requirement, at the material time, was performance of duties at Shillong and the Petitioner was not willing to align with that within the timeframe insisted upon, the mere existence of the email dated 11th July, 2020 and the Petitioner's reply/undertaking would not, by themselves, crystallise a right to continuation. A conditional offer does not mature into an enforceable entitlement unless the condition is met and the employer, acting through the competent authority, issues the corresponding renewal/engagement order.

23. In sum, the contractual engagement stood renewed only up to 30th June, 2020. The notification dated 30th May, 2020 did not confer any automatic continuation till 31st December, 2020; it made renewal contingent upon readiness to shift to Shillong and compliance with the stipulated process. The post-30th June correspondence, does not disclose any formal order of renewal issued by the competent authority extending the engagement beyond 30th June, 2020.

Discrimination and mala fides

24. The allegations of discrimination and "pick and choose" are pleaded in broad strokes. An Article 14 claim in service matters requires, at a minimum, identification of a proper comparator and foundational facts demonstrating that the comparator is similarly situated on material particulars: the nature of engagement, the contract terms, the requirement of posting at Shillong, willingness to shift, and the authority under which renewal was granted. The petition vaguely refers to one Somnath having been given a regular post and designated as a Senior Analyst, and to retention of some other persons. Thus, on the present record, there is no material, or contractual context to infer hostile discrimination.

25. The allegation of *mala fides* is even more exacting. It is not enough to allege that the Petitioner filed an earlier writ and therefore NECTAR retaliated. A plea of *mala fides* must identify the decision maker, the animus, the nexus between the animus and the decision, and the supporting facts. The pleadings, in the form presented, do not meet that threshold.

Article 21 and Article 300A

26. The argument of livelihood under Article 21 cannot, in this context, create a right to continued employment contrary to contractual tenure and public employment norms. Article 300A concerns deprivation of property by authority of law. Salary already earned is property and must be paid. A claim to future continuation of employment is not a property right protected by Article 300A.

27. Further, the Petitioner seeks reinstatement "with all consequential benefits", and separately seeks leave encashment for accumulated earned leave. In the context of a contractual engagement, "consequential benefits" of the kind claimed do not follow as a matter of course. Leave encashment,

it is not a free-standing retiral benefit payable in all engagements. It is payable only where the governing service rules or contractual terms so provide. The scheme of the Central Civil Services (Leave) Rules, 1972 is a rule-based regime applicable to Government servants within its scope, and it does not, by default, extend to persons outside that framework. The Respondent has specifically pleaded that NECTAR's contract did not provide for leave accumulation or encashment, and that no applicable rule permits such encashment for contractual staff. In the absence of any enabling provision shown to apply to NECTAR contractual staff, a writ of mandamus cannot be issued to direct leave encashment merely because the Petitioner asserts leave balance entries in a service book or long continuation.

28. Dismissed.

SANJEEV NARULA, J

JANUARY 22, 2026/*hc*