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

+ **W.P.(C) 3534/2026 & CM APPL. 17077/2026**

SUMAN BHALLA & ORS.

.....Petitioners

Through: Mr. Varun Mudgil, Mr. Rakesh
Kumar, Ms. Eti Kushwaha,
Advocates.

versus

GNCT OF DELHI & ORS.

.....Respondents

Through: Mrs. Avnish Ahlawat, SC for
GNCTD with Mr. N.K. Singh, Ms.
Aliza Alam and Mr. Mohnish
Sehrawat, Advocates for R-1, 2 & 4.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

19.03.2026

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1. The Petitioners are retired Teachers (TGTs/PGTs) who have served the Punjabi Academy, Government of NCT of Delhi (GNCTD). They assert that they were inducted between 1985 and 1990, through a selection process, served for over three decades, and, despite rendering long and continuous service in the schools of the DoE, have not been extended post-retiral benefits such as pension and health-card facilities.

2. The Petitioners had earlier approached the Central Administrative Tribunal by filing OA No. 2665/2023, seeking post-retiral benefits. That original application was disposed of on 7th October, 2023 with a direction to the Respondents to take an appropriate decision on the representations submitted by the Petitioners. The Petitioners thereafter initiated contempt proceedings alleging non-compliance. During those proceedings, the



Respondents placed on record a compliance affidavit along with the order dated 10th June, 2024 rejecting the Petitioners' claim for post-retiral benefits, whereupon the contempt petition came to be disposed of on 24th July, 2024.

3. The Petitioners then challenged the said order before the Central Administrative Tribunal in OA No. 4716/2024. By order dated 3rd February, 2026, the Tribunal permitted withdrawal of the original application after observing that the Punjabi Academy was not among the organisations notified under Section 14 of the Administrative Tribunals Act, 1985, and granted liberty to the Petitioners to pursue such other remedy as may be available in law. The present writ petition has been filed in that backdrop.

4. The Petitioners submit that the contractual label attached to their engagement does not reflect the true character of their service. According to them, they worked for over three decades in schools of the Directorate, discharged a full teaching workload, and were, in substance, part of the State's teaching arrangement. They place particular reliance on the decision taken in April, 2008 and the Directorate's orders dated 20th June, 2008, under which 231 part-time teachers deployed through the Sanskrit, Urdu and Punjabi Academies were made full-time and their consolidated remuneration was enhanced. On that foundation, and with reliance on ***Rajkaran Singh v. Union of India***¹ and the decision of this Court in ***Pawan Sharma v Govt. of NCT of Delhi & Ors.***², they contend that the formal label of a contractual appointment cannot, by itself, be used to deny service rights said to have arisen from the nature, duration, and continuity of their employment.

5. The Petitioners place reliance on the decision of the Supreme Court in

¹ 2024 SCC OnLine SC 2138

² DHC:9789-DB



Rajkaran Singh to contend that the mere description of an employee as temporary or contractual cannot, by itself, justify denial of pensionary benefits where the actual course of service reflects long, continuous, and substantive engagement. On that basis, they submit that the denial of retiral benefits in the present case is arbitrary and offends Articles 14 and 21 of the Constitution.

6. Mrs. Avnish Ahlawat, SC for GNCTD, submits that the Petitioners were engaged by the Punjabi Academy on purely contractual terms for each academic session and only for the period during which the schools were in operation, namely 10 months and 10 days. She emphasises that the Petitioners accepted those terms each year, including the stipulation that no remuneration would be payable during summer vacation. Their case is that the remuneration of these teachers has all along been governed by specific orders of the Directorate of Education, and that the Petitioners cannot, therefore, claim HRA, TA, 7th CPC benefits, summer vacation salary, or parity of service conditions with regular teachers. According to them, the Government merely provided funds under a separate grant-in-aid scheme for Punjabi teaching in schools, while the contractual relationship remained with the Punjabi Academy, which disbursed the remuneration. They further cannot claim parity with Kashmiri Migrant Teachers, and that the contractual terms themselves excluded any demand for regularisation, permanent appointment, or regular service benefits. Their submission, in essence, is that long service by itself cannot convert a contractual arrangement into a regular pensionable one.

7. The Court has considered the rival submissions. Petitioner's claim is not insubstantial merely because the Petitioners were described as



contractual teachers. The record shows that they were engaged for long years, were deployed in Government schools of the Directorate of Education, and, in 2008, were brought from part-time to full-time status under a Cabinet decision followed by orders of the Directorate of Education. The case must, therefore, be examined on what that arrangement did, and equally on what it did not do.

8. The difficulty for the Petitioners is that the record on which they rely does not carry their case as far as is suggested. The Directorate's order dated 20th June, 2008 did make all 231 teachers full-time with immediate effect and provided that they would work full-time as per post-fixation norms. But, on the same date, the Directorate issued a further order laying down the terms of such deployment. That order stated in clear terms that elevation of part-time teachers as full-time teachers would not entitle them to claim regularisation or any concession such as leave, LTC and medical facilities at par with regular teachers of the Directorate. The arrangement was thus consciously widened, but equally consciously limited. What was extended was full-time deployment with enhanced consolidated remuneration; what was expressly withheld was any claim to regularisation, parity of service conditions, or integration into the regular cadre.

9. That feature goes to the root of the case. Pension does not arise merely from long service or from the fact that the employee worked full-time. It must rest on the service framework that governs the post. The Petitioners have not pointed to any rule, notification, executive decision or condition of service under which contractual Punjabi teachers deployed through the Punjabi Academy were absorbed into the regular cadre of the Directorate or brought within a pension scheme applicable to regular



Government teachers. The impugned order dated 10th June, 2024 may not answer every submission with equal clarity, but on the central issue it proceeds on a clear footing: the Petitioners remained contractual appointees, their remuneration continued to be consolidated and regulated by orders issued from time to time, and the existing arrangement did not extend regular service or pensionary benefits to them. On the record before the Court, that conclusion cannot be said to be without basis.

10. ***Rajkaran Singh*** does not assist the Petitioners in the manner suggested. The decision arose in a materially different setting. The Supreme Court found there that the employees had been appointed on running pay scales, had received increments, promotions and ACP, had been extended leave and other service benefits, and had, over time, come to be treated in substance as equivalent to regular government employees. It was in these factual circumstances that the Court held that denial of pension merely by invoking their temporary label was arbitrary. The present case stands on a different footing. These Petitioners remained on consolidated remuneration. They were not shown to have been brought into a regular pay structure, granted ACP, confirmed in service, or otherwise treated administratively as equivalent to regular Government teachers for pensionary purposes. The order of 20th June, 2008 itself preserved the distinction by withholding parity of service conditions with regular teachers. The basis on which ***Rajkaran Singh*** was decided is, therefore, absent here.

11. The reliance placed on ***Indu Munshi and Ors. v Union of India and Ors.***³ is also misplaced. That decision arose in the context of a special scheme framed to rehabilitate displaced Kashmiri migrants, where,



notwithstanding the contractual terms of appointment, the State's own conduct over a prolonged period, coupled with the peculiar humanitarian context, led the Court to conclude that the distinction between contractual and regular service had, in substance, been eroded. The present case stands on a materially different footing. The Petitioners' engagement was governed throughout by a contractual framework with consolidated remuneration, and the governing orders consistently preserved the distinction between contractual and regular service. Significantly, even the order dated 20th June, 2008, while extending full-time deployment, expressly withheld parity of status and service conditions. No comparable facts or policy exists to warrant the conclusion that the contractual character of the Petitioners' engagement had been effaced. The factual foundation on which **Indu Munshi** proceeded is thus absent.

12. **Pawan Sharma** also does not carry the Petitioners any further. That decision proceeded on facts of a different order. The Court there emphasised that the appointments had followed a regular selection process, that the Petitioners had been appointed against sanctioned posts, that the duties discharged by them were essential and perennial, and that their claim was reinforced by an existing policy direction towards regularisation of contractual para-medical staff. Those features were central to the relief ultimately granted. Here, long service and substantive work have undoubtedly been pleaded. What has not been shown is appointment against sanctioned regular posts in the Directorate's establishment, or any comparable policy decision operating in favour of these Petitioners. On the contrary, the 2008 deployment order expressly withheld any claim to

³ 2018:DHC:3390-DB



regularisation or parity in service conditions. *Pawan Sharma* cannot, therefore, be read as laying down that every long-serving contractual employee in a State-supported arrangement becomes entitled to pension regardless of the governing service framework.

13. The reliance on long service, by itself, is also insufficient. *Secretary, State of Karnataka v. Umadevi*,⁴ did recognise that certain irregular appointments in duly sanctioned vacant posts, continued for ten years or more, may require consideration as a one-time measure. Later decisions have, in particular factual settings, granted relief where the employment had, in substance, become indistinguishable from regular service. But none of those authorities holds that courts may create a pensionable service structure where the governing orders expressly preserve contractual status and deny parity in service conditions. The material on record does not establish that their contractual full-time engagement ever ripened into regular service for pension purposes.

14. The reliance placed on the grant of gratuity pursuant to the decision in *Irfan Ali & Ors. v. Urdu Academy & Ors.*⁵ does not advance the Petitioners' case. That decision rests on the interpretation of the Payment of Gratuity Act, 1972, as amended, whereby the definition of "employee" was expanded to include teachers irrespective of the nature of their engagement, including contractual or ad hoc appointments. The entitlement to gratuity thus arises from a statutory framework which expressly disregards the distinction between regular and contractual employment. Pension, by contrast, is not a general statutory entitlement of this nature but flows from

⁴ (2006) 4 SCC 1

⁵ 2023:DHC:4190



the governing service rules and the existence of a recognised pensionable service relationship. The grant of gratuity under a welfare statute cannot, therefore, be treated as indicative of parity in status or as a basis to claim pensionary benefits.

15. The prayer for a direction to frame guidelines for pension, health-card facility and other social security benefits cannot be granted in the form sought. Such a direction would, in substance, require the Court to compel the State to create a new service entitlement through policy or rule, without any existing legal foundation supporting it. The Court may examine executive action on constitutional or legal grounds. It does not, in the absence of a recognised right, frame a pension or social security regime for a class of employees.

16. In the end, the Petitioners are able to show long and valuable service, deployment in Government schools under a State-supported arrangement, and an executive decision in 2008 that improved the terms on which they worked. But, they are unable to show that such engagement translated into regular pensionable service. That distinction is decisive. Full-time deployment is not the same as regular appointment. Enhanced consolidated remuneration is not the same as induction into a pensionable cadre. On the record as it stands, the impugned order dated 10th June, 2024 cannot be said to suffer from any illegality warranting interference under Article 226.

17. The writ petition is, accordingly, dismissed.

SANJEEV NARULA, J

MARCH 19, 2026/ab