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

+ **W.P.(C) 4224/2026 & CM APPL. 20588-20589/2026**

MANOJ KUMAR

.....Petitioner

Through: Mr. Nitin Sharma and Mr. Sandeep
Kumar, Advocates with Petitioner-in-
person.

versus

UNION OF INDIA AND ORS

.....Respondents

Through: *None.*

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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01.04.2026

1. This writ petition assails order dated 17th December, 2025, passed by Respondent No. 2/Atal Bihari Vajpayee Institute of Medical Sciences & Dr. Ram Manohar Lohia Hospital, informing Respondent No. 4 that the services of the Petitioner were being surrendered from immediate effect.
2. The Petitioner was initially engaged as a Data Entry Operator/Office Assistant by GA Digital Web World Private Limited on a temporary basis and was deployed at PGIMER on 3rd May, 2019. Subsequently, he was engaged as an Upper Division Clerk by Oriental Integrated Facility Services Private Limited (Respondent No. 4), again on a contractual basis, and was deployed at PGIMER, Delhi on 29th September, 2022. Respondent No. 4 is a private outsourcing agency through which the Petitioner's salary has been routed since October, 2022, and continues to be so routed till date.



3. The Petitioner submits that he rendered continuous service at the Respondent Hospital from 15th March, 2019 to 2nd January, 2026, *i.e.*, for nearly seven years; however, his services were arbitrarily terminated by way of the impugned communication dated 17th December, 2025 which reads as follows:

“TO.

*M/s Oriental Integrated Facility Services Pvt. Ltd.
2nd floor, 214 Samruddhi Commercial Premises
Co. Operative Society Ltd. Chincholi Bunder
Extn. Road, Malad (West) Mumbai-400064.*

Sub: Surrender of Mr. Manoj Kumar, Contractual UDC (Outsourced)

Sir

This is to inform that services of Mr. Manoj Kumar, Contractual UDC (Outsourced), engaged as outsourced staff from your agency is no longer required at ABVIMS & Dr. RM Hospital. Accordingly, he is surrendered from this institute with immediate effect.

2. In view of the above, you are requested to provide a suitable candidate in place of him.

3. This issue with the approval of Director. ABVIMS & Dr. RML Hospital New Delhi”

4. Aggrieved, the Petitioner filed this petition, seeking the following reliefs:

“a. Issue a writ of mandamus or any other appropriate writ or order/direction to quash/set aside the impugned surrender/termination order dated 17.12.2025 passed by Atal Bihari Vajpayee Institute of Medical Sciences & Dr. Ram Manohar Lohia Hospital/Respondent no. 2 against the petitioner whereby the services of the petitioner were surrendered with immediate effect as being arbitrary, mala-fide, in gross violation of natural justice, and violative of Articles 14, 16 and 21 of the Constitution of India.

b. Direct the Respondents to reinstate the Petitioner with full continuity of service, all consequential benefits, and full salary from the date of termination till the date of reinstatement;

c. Declare that the Petitioner is entitled to be treated as a Government Assistant (Pay Level-6) with effect from 30.07.2021, being the date from which the Respondents’ own official records recognized him as



‘Government Employee – Serving’ and ‘Regular’;

d. Direct the Respondents to pay to the Petitioner the consequential monetary benefits arising from the declaration in prayer (c) above, including the difference in salary, and such other amounts as this Hon'ble Court may deem fit;

e. Award appropriate compensation to the Petitioner for the mental agony, humiliation and harassment suffered on account of the illegal termination and the mala-fide acts of Respondent No. 3.

f. Direct Respondents to produce before this Hon'ble Court complete records of Internal Complaints Committee proceedings (including the final inquiry report/MoM duly signed by the ICC Chairperson and all members, daily order sheets, ICC and Admin e-file records, and any communication between ICC and Respondent No. 3, in sealed cover for perusal of this Hon'ble Court;

g. Direct Respondents to disclose, year-wise from 2019 to 2026, sanctioned strength and vacancy position of posts of “Assistant” and “UDC” in ABVIMS & Dr. RMLH, including status of regular posts pending before Ministry”

5. The Petitioner contends that this termination was effected without any prior show cause notice, without furnishing the ICC report, and without any prior communication. He claims to have become aware of the same only upon deactivation of his biometric access after he had worked a full day on 2nd January, 2026. It is, thus, urged that the impugned action is *mala fide* and violative of Articles 14, 16, and 21 of the Constitution of India.

6. The Petitioner further contends that he was, in effect, discharging functions not as a mere outsourced employee. The National Informatics Centre created an official e-Office User ID for him, recording his status as “Government Employee-Serving”, nature of posting as “Regular”, and designation as “Assistant”. It is further asserted that his remuneration for certain duties, such as examination duties, was drawn from the Consolidated Fund of India, also reflecting his designation as “Assistant”. According to the Petitioner, he discharged duties akin to those of a Government Assistant (Pay Level-6) and also functioned as Private Secretary to the Deputy



Registrar, as evidenced, *inter alia*, by the Official Telephone Directory, 2024, which records him as “PS to Dy. Registrar”, as well as contemporaneous WhatsApp communications.

7. The Petitioner further submits that the Respondent Hospital was, in substance, his real employer and that the arrangement with the placement agency (Respondent No. 4) was merely a façade. It is contended that his work, leave, and day-to-day duties were entirely controlled by the Respondent Hospital. On that basis, it is urged that Respondent No. 2 is estopped from denying the existence of an employer-employee relationship with the Petitioner. Reliance is placed on a judgment of this Court in ***Director, CGHS v. Ram Chander***.¹

8. The Court has considered the aforementioned submissions. The primary relief sought by the Petitioner is the quashing of the communication dated 17th December, 2025, which has been characterised as a termination letter. In the opinion of this Court, such a characterisation is misconceived. A plain reading of the impugned communication reveals that it does not terminate the Petitioner’s services; rather, it is a communication addressed by the Respondent Hospital to the outsourcing agency, conveying that the Petitioner’s deployment at the Hospital stands surrendered with immediate effect and calling upon Respondent No. 4 to provide a suitable replacement. In that view, the impugned communication does not, by itself, bring about termination of the Petitioner’s employment, and no ground is made out for setting aside the same.

9. Even assuming that Respondent No. 4 has, in consequence thereof, discontinued the Petitioner’s services, it would be open to the Petitioner to



avail of such remedies as may be available in law against the said Respondent. Such a grievance, in any event, cannot be adjudicated in the present proceedings.

10. The Petitioner has further contended that the contract with the placement agency was a mere façade and the Respondents are estopped from denying an employer-employee relationship with the Petitioner. This contention is also misconceived. Pertinently, no letter of appointment was issued by the Respondent Hospital in favour of the Petitioner so as to establish any employer-employee relationship. The record placed before this Court indicates that the Petitioner was engaged as a contractual, outsourced employee. The reliance placed by the Petitioner on a screenshot of a personal information management system, purportedly maintained by the Respondent Hospital, to contend that his status was akin to that of a Government servant, is also misplaced. Such entries, by themselves, do not create or confer a legal relationship of employment. Engagement with a public authority must be in accordance with a duly prescribed recruitment process, which is absent in the present case.

11. The fact that the Respondent Hospital may have been making payments to the outsourcing agency, *i.e.*, Respondent No. 4, for deployment of manpower, does not alter the legal position. The communications and documents placed on record, including directory entries and sanction orders relating to payments made for services rendered by the Petitioner, including during practical examinations, do not establish the existence of an employer-employee relationship between the Petitioner and the Respondent Hospital.

12. The reliance placed by the Petitioner on ***Ram Chander*** is also

¹ LPA 3/2025, decided on 17th December, 2025.



misplaced. In the said case, the Court was dealing with a situation where, upon appreciation of oral and documentary evidence in an industrial dispute, a categorical finding was returned that the contractual arrangement through placement agencies was a sham and a mere device to obscure a direct employer-employee relationship between the workmen and the State. The workmen therein were found to have been working against sanctioned posts, with the State exercising complete control over their appointment, discipline and service conditions. In the present case, no such foundational facts are established. The Petitioner's own documents demonstrate that his engagement was through private agencies under express contractual terms, with appointment letters issued by such agencies, stipulating that the engagement was temporary, co-terminus with the client's requirement, and liable to termination without notice. There is no material to show that the arrangement was a sham. The mere fact that the Petitioner was assigned certain duties within the Hospital or worked under administrative supervision cannot lead to the inference of a direct employer-employee relationship.

13. Further, unlike in *Ram Chander*, where the disengagement of workmen formed the subject matter of an industrial dispute and was examined in depth by the Labour Court, the present proceedings arise in writ jurisdiction and involve disputed questions of fact which cannot be adjudicated on the basis of assertions alone. The ratio of the said judgment, therefore, cannot be mechanically extended to the facts of the present case.

14. Accordingly, in the absence of any employer-employee relationship between the Petitioner and the Respondent Hospital, the relief of reinstatement with continuity of service and consequential benefits cannot



be granted. For the same reason, no direction can be issued to declare that the Petitioner is entitled to be treated as a Government Assistant.

15. As regards the prayer pertaining to the inquiry report of the Internal Complaints Committee, while the petition makes a reference to an ICC report and a complaint under the POSH framework against the Petitioner, the petition itself clarifies that the ICC findings are not under challenge in the present proceedings. In view thereof, this Court does not consider it necessary to call for the said record or to express any opinion on that aspect.

16. In view of the foregoing, this Court finds no merit in the present petition. The same is, accordingly, dismissed, along with pending applications.

SANJEEV NARULA, J

APRIL 1, 2026/hc