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

+ **W.P.(C) 4775/2026 & CM APPLs. 23337-23339/2026**

MR SANDEEP SINGH

.....Petitioner

Through: Mr. Rana Ranjit Singh, Mr. Vivek Kumar Singh, Ms. Akanksha Singh, Ms. Sweta Singh, Ms. Parul Kanojia and Ms. Saiyam Maan, Advocates.

versus

JAMIA HAMDARD & ORS.

.....Respondents

Through: Dr. Amit George, Dr. Swaroop George, Mr. Mobashshir Sarwar, Mr. Abhinandan Jain, Mr. Abhigyan Dwivedi, Mr. Shivam Prajapati, Mr. Vaibhav Gandhi, Mr. Shivam Parashar, Mr. Kartikey and Mr. Takrim Ahsan, Advocates for R-1/Jamia Hamdard.
Ms. Akanksha Gupta, SPC with Mr. Jishnu Iyer, Advocates for R-3/UOI.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

10.04.2026

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1. The Petitioner assails two communications issued by Respondent No. 1, i.e., Jamia Hamdard. The first is the advisory dated 10th December, 2025, whereby his request for regularisation was rejected. The second is the office order dated 1st April, 2026, stating that his contractual engagement as Security Inspector shall come to an end on 19th April, 2026, upon expiry of its term.



Background

2. Jamia Hamdard issued Advertisement No. NT-01/2022 dated 3rd March, 2022 inviting applications for different non-teaching positions on “*Regular/Deputation/Contractual basis*”. One of the posts advertised was that of Security Inspector, carrying one vacancy and pay scale level L-5 (29200-92300). The essential qualification prescribed for the said post was a “*Bachelor’s degree in any discipline*” with “*Three (03) years’ experience in the relevant field*”.

3. The Petitioner applied pursuant to the aforesaid advertisement and was issued an offer of appointment dated 16th March, 2023. The said letter did not appoint him on a regular basis; instead, he was appointed as Security Inspector “*purely on contractual basis*” on a consolidated salary of INR 50,000/- per month, initially for a period of one year from the date of joining. The letter also expressly stipulated that the appointment would not confer any right to claim regular appointment and would not count for the purposes of seniority, promotion or retirement benefits etc. It further provided that the engagement could be terminated by either party upon one month’s notice or salary in lieu thereof.

4. The Petitioner joined service. The joining notification dated 25th May, 2023 records that, consequent upon acceptance of the terms of the offer letter dated 16th March, 2023, he joined as Security Inspector on a contractual basis for a period of one year on a consolidated salary of INR 50,000/- per month with effect from 20th April, 2023.

5. The Petitioner thereafter sought regularisation of his services. The said request was rejected by the advisory dated 10th December, 2025, which records that the position offered to him was “*purely contractual*” and that



there was no provision for regularisation upon completion of one year or any extended period. It further notes that these terms had been duly accepted by the Petitioner at the time of joining. Subsequently, by the office order dated 1st April, 2026, Jamia Hamdard decided not to extend or renew the contractual engagement and stated that the same would come to an end on 19th April, 2026, upon expiry of its term. The said order describes the decision as a simpliciter non-renewal of a time-bound contractual engagement based on administrative requirements and clarifies that it casts no stigma on the incumbent.

Contentions

6. The Petitioner's case, as put forth by Mr. Rana Ranjit Singh, counsel for the Petitioner, is that the post of Security Inspector was advertised with a regular pay scale and without any disclosure that it would be filled on a contractual basis, but, after the selection process concluded, the Respondents modified the nature of appointment and offered him only a contractual engagement on consolidated salary. It is urged that such a change after the recruitment process had concluded is impermissible in law and violates the settled principle that the rules of the game cannot be altered after commencement of the selection process.

7. It is further contended that the Petitioner had a legitimate expectation of being appointed on a regular basis; that he accepted the offer only due to unequal bargaining power, and in this context reliance is placed on ***Somesh Thapliyal & Anr. v. Vice Chancellor, H.N.B. Garhwal University & Anr.*¹**, to submit that mere acceptance of contractual terms does not preclude an employee from challenging conditions that are contrary to law; and that,



having been selected through a regular process and continued for about three years, he ought to be treated as regular from the beginning or, at the least, be protected against discontinuance.

8. It is also submitted that other candidates under the same advertisement were granted regular appointments, rendering the Respondents' action arbitrary and violative of Articles 14 and 16 of the Constitution. The rejection of his request for regularisation is further assailed as being unjustified and non-speaking.

9. On the other hand, the Respondents contend that the recruitment notice itself contemplated appointments on “*Regular/Deputation/Contractual basis*” and that the Petitioner was expressly appointed purely on contractual basis on a consolidated salary, with no right to claim regular appointment. It is further submitted that the application form itself indicated that the post was being filled on a contractual basis. It is submitted that the Petitioner accepted these terms and continued in service thereunder, and that the impugned order dated 1st April, 2026 merely records non-renewal of a time-bound contractual engagement upon expiry of its term, without any stigma or penal consequence.

Discussion & Reason

10. In the opinion of the Court, the challenge cannot succeed. The Petitioner's principal submission proceeds on the footing that the rules of the game were changed after the game had begun. That principle, in the abstract, is unexceptionable. The Supreme Court has repeatedly held that the eligibility criteria or the governing norms of selection cannot ordinarily be altered after commencement of the recruitment process. In *Tej Prakash*

¹ (2021) 10 SCC 116.



Pathak v. Rajasthan High Court & Ors.², the Constitution Bench reaffirmed that after commencement of the recruitment process, eligibility criteria cannot be altered unless the extant rules or the advertisement so permit, and even then such change must satisfy the requirement of non-arbitrariness under Article 14.

11. However, that principle does not assist the Petitioner on the facts of the present case. This is not a case where an advertisement promised only regular appointments and the employer later introduced a contractual condition wholly foreign to the recruitment notice. The advertisement itself, in its opening line and title, invited applications for non-teaching positions on “*Regular/Deputation/Contractual basis*”. That is not an obscure clause buried in the record; it forms part of the very heading of the recruitment advertisement. The Petitioner’s case, therefore, starts with a difficulty. The contractual element cannot be described as a later invention if the advertisement itself contemplated appointments on a contractual basis.

12. That difficulty becomes sharper when the subsequent documents are read together. The offer of appointment dated 16th March, 2023 states in plain terms that the Petitioner was appointed “*purely on contractual basis*” on a consolidated salary of INR 50,000/- per month, initially for one year. It further stipulates that the appointment would not confer any right to claim regular appointment and would not count for the purposes of seniority, promotion or retirement benefits. The joining notification dated 25th May, 2023 records that the Petitioner joined after accepting those terms and conditions. The advisory dated 10th December, 2025 proceeds on the same footing, namely, that the appointment was purely contractual and that no

² (2025) 2 SCC 1.



right to regularisation ever arose under the offer. The office order dated 1st April, 2026 does not terminate the Petitioner for any fault; it merely declines further extension and records expiry of the contractual term on 19th April, 2026. These documents are internally consistent.

13. The application form relied upon by the Respondents also cannot be ignored. The form appended in the record is specifically titled “*Application Form for Non-Academic Positions (Contractual Basis)*”. That by itself may not conclude every possible controversy, because an application form cannot override an advertisement if the advertisement clearly stipulates otherwise. However, in the present case, the application form does not contradict the advertisement. It fits within the same framework, namely, that the recruitment notice contemplated, *inter alia*, appointments on a contractual basis. At the least, it substantially weakens the Petitioner’s case that the contractual element first surfaced only at the stage of appointment.

14. The Petitioner relies on the doctrine of unequal bargaining power and on ***Somesh Thapliyal*** to submit that mere acceptance of the offer does not estop him from challenging an unlawful condition. That proposition, stated at that level of generality, is unexceptionable. In ***Somesh Thapliyal***, the Supreme Court observed that the bargaining power is ordinarily with the employer, and the employee is often left with little real option but to accept the terms dictated to him; if those terms are contrary to law or the governing recruitment framework, the employee is not foreclosed from challenging them later.

15. That proposition, however, goes only this far: acceptance of a condition does not cure a condition that is otherwise unlawful. It does not mean that every contractual appointment, once accepted, can be judicially



recast into a regular one. The question still is whether the condition under challenge was contrary to the governing recruitment framework. On the material before this Court, it was evidently not. The recruitment notice itself contemplated contractual appointments. The Petitioner was offered such an appointment, accepted it, joined on that basis, and continued thereafter under extensions granted on the same footing. This is, therefore, not a case where the Respondents inserted an altogether alien term after completion of a recruitment process confined solely to regular appointment.

16. The claim for regularisation fares no better. The law on that question is settled beyond real controversy. Regularisation is not a mode of recruitment, and courts do not direct absorption merely because a person has continued for some time under a contractual, temporary, ad hoc, or casual arrangement. The Constitution Bench in *Secretary, State of Karnataka & Ors v. Umadevi (3) & Ors.*³ made that position clear.

17. The Petitioner has worked for about three years. That period, by itself, does not create a legal right to regularisation. Nor does selection pursuant to an advertisement create an indefeasible right to appointment unless the governing recruitment rules or the applicable framework so require. The Supreme Court in *Tej Prakash Pathak* reiterates the settled position from *Shankarsan Dash v. Union of India*⁴, namely, that even if a number of vacancies are notified and candidates are found fit, the successful candidates do not acquire any indefeasible right to be appointed; ordinarily, the notification merely amounts to an invitation to apply for recruitment, and on selection they do not acquire any right to the post. Unless the relevant

³ (2006) 4 SCC 1.

⁴ (1991) 3 SCC 47.



recruitment rules so indicate, the State is under no legal duty to fill up all or any of the vacancies. Though the State cannot act arbitrarily, the mere existence of vacancies or selection does not, by itself, ripen into a legal entitlement to appointment.

18. The Petitioner's submission that the mention of pay level L-5 in the advertisement necessarily meant that the post could only be filled on a regular basis also cannot be accepted when the advertisement is read as a whole. The recruitment notice sets out the scale of pay for the posts and then, in the same notice, states that the positions are on "*Regular/Deputation/Contractual basis*". The mere mention of a pay level, without more, cannot override that stipulation. At best, it may indicate the regular pay structure attached to the post in the institution's establishment; it does not compel the conclusion that every appointment under that notice had to be on a regular basis.

19. The further assertion that other candidates under the same advertisement were appointed regularly also remains at the level of allegation on the material placed before the Court. No cogent foundation has been laid to demonstrate that another candidate, identically situated to the Petitioner in the same recruitment stream and under the same governing terms, was treated differently without any rational basis.

20. Once that is so, the impugned order dated 1st April, 2026 has to be seen for what it is. It is not punitive. It does not cast any stigma. It does not terminate the Petitioner prior to the expiry of the contractual term. It merely records that the competent authority, upon review of the current requirement, has decided not to extend or renew the engagement beyond 19th April, 2026. In law and in substance, it is a case of non-renewal of a time-



bound contractual engagement by efflux of time. No enforceable right has been shown that would justify recasting such non-renewal as an illegal termination.

21. The advisory dated 10th December, 2025 also does not warrant interference. Its reasoning is brief, and the language describing the Petitioner's assertions as "*factually incorrect and contradictory*" could have been more measured. However, the core basis of the advisory is clear: the offer of appointment was purely contractual; it contained no provision for regularisation; and the Petitioner remained at liberty to apply for any regular post as and when advertised.

22. In view of the above, the present petition fails at its foundation. The petition is, accordingly, dismissed. Pending applications, if any, also stand disposed of.

SANJEEV NARULA, J

APRIL 10, 2026/hc