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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 4876/2026 & CM APPL. 23967/2026**
JAI SINGHPetitioner

Through: Mr. Manu Beri and Mr. Raunek
Raheja, Advocates.

versus

NATIONAL BAL BHAVAN & ORS.Respondents

Through: Mr. S. Rajappa, Mr. R. Gowrishankar
and Ms. G. Dhivyasri, Advocates for
R-1.

Dr. Ishaan S. Sharma, SPC with Mr.
Shubham Shukla, Mr. Ayush and Mr.
Mukund Ranjan, Advocates for R-3.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **22.04.2026**

1. The present writ petition assails order dated 28th December, 2025 passed by Respondent No. 1/National Bal Bhavan, whereby the services of the Petitioner, who was deployed on a contractual basis, have been discontinued with immediate effect.
2. It is the case of the Petitioner that he was engaged with Respondent No. 1 as a contractual employee and rendered services for nearly a decade, from 7th June, 2016 till 28th December, 2025. According to the Petitioner, although his formal designation remained that of a Stenographer, he was, in effect, entrusted with and continuously performed duties akin to those of a Personal Assistant to the Deputy Director (Administration).
3. The Petitioner submits that his initial engagement was directly with



Respondent No. 1 on a contractual basis commencing from 3rd June, 2016, which came to be periodically renewed until 2022. Thereafter, his engagement continued through agencies on the Government e-Marketplace,¹ including Respondent No. 2. It is his case that notwithstanding the interposition of such agencies, he remained under the direct administrative control and supervision of Respondent No. 1 throughout. In support of this assertion, reliance is placed on the Annual Performance Appraisal Reports issued by Respondent No. 1, wherein he has been consistently assessed as sincere, hardworking and disciplined.

4. The immediate grievance of the Petitioner arises from the office order dated 28th December, 2025 terminating his services, which, according to him, is arbitrary, *mala fide* and stigmatic. It is contended that the termination is premised on unfounded allegations of “*derelection of duty, insubordination and a conniving attitude,*” and is thus stigmatic and punitive in nature. Aggrieved, the Petitioner has approached this Court, challenging the legality and validity of the impugned order.

5. On the other hand, Mr. S. Rajappa, counsel for Respondent No. 1, submits that no master-service relationship subsists between the Petitioner and Respondent No. 1. He submits that while the Petitioner was initially engaged directly on a contractual basis, from the year 2023 onwards, Respondent No. 1 discontinued such engagements and resorted to outsourcing personnel through placement agencies via the GeM portal. It is further submitted that, for the past three years, the Petitioner has been engaged through such a placement agency, and his remuneration has been paid by the said agency. In this backdrop, it is contended that the impugned

¹ “GeM”



order does not terminate the Petitioner's employment but merely communicates to the agency that his deployment at Respondent No. 1 is no longer required.

6. The Court has considered the submissions advanced. It is not in controversy that the Petitioner was initially engaged on a contractual basis directly by Respondent No. 1. However, with effect from the year 2023, Respondent No. 1 has opted to engage personnel through placement agencies *via* GeM. The question that falls for consideration is whether, notwithstanding such arrangement, the Petitioner continued to retain the status of a contractual employee of Respondent No. 1.

7. The material placed on record indicates that, post-2023, the Petitioner was deployed at the establishment of Respondent No. 1 through placement agencies. There is no cogent material for this Court to *prima facie* establish the continuance of a direct contractual relationship between the Petitioner and Respondent No. 1 during this period. The impugned communication, though referring to allegations such as dereliction of duty, insubordination and a conniving attitude, does not purport to terminate the Petitioner's employment *per se*, but records discontinuation of his deployment with immediate effect. In these circumstances, it would be incumbent upon the Petitioner to establish that the arrangement of engagement through a placement agency was a mere facade and that, in substance, he continued to be an employee of Respondent No. 1.

8. Such determination would necessarily involve adjudication of disputed questions of fact, which, in the opinion of this Court, cannot be undertaken in exercise of writ jurisdiction. The appropriate remedy for the Petitioner would lie in invoking the mechanism under the Industrial



Disputes Act, 1947, which the Petitioner, as a workman, is entitled to avail such remedy.

9. Accordingly, in the absence of a *prima facie* demonstrable master-servant relationship between the Petitioner and Respondent No. 1, this Court is not inclined to entertain the present writ petition. Therefore, without entering into the merits of the case, the petition is disposed of with liberty to the Petitioner to avail appropriate remedies under the Industrial Disputes Act, 1947, if so advised.

10. With the aforesaid liberty and directions, the petition, along with pending application, stands disposed of.

SANJEEV NARULA, J

APRIL 22, 2026

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