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

+ W.P.(C) 5174/2026, CM APPL. 25340/2026 & CM APPL. 25341/2026

VIKRAM SINGH SAINI AND OTHERS

.....Petitioners

Through: Mr. Samrat Nigam, Sr. Advocate with
Mr. Sudarshan Rajan and Mr. Hitain
Bajaj, Advocates.

versus

UNION OF INDIA AND OTHERS

.....Respondents

Through: Ms. Cauveri Birbal, Mr. Kushank,
Ms. Nishtha Dhall, Mr. Kamlendu
Pandey and Ms. Preksha Gaur,
Advocates for R-3.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

22.04.2026

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1. The Court has not called for a counter affidavit. However, since Ms. Cauveri Birbal, counsel appearing for the Respondents, is fully prepared and has addressed arguments at length, the Court is of the opinion that the present petition can be disposed of without calling for pleadings from the Respondents. Moreover, the controversy lies in a narrow compass and turns essentially on documents already on record, which would not be materially aided by affidavits.

2. The Petitioners are working as Chief/Deputy/Assistant Legal Aid Defence Counsels with the Delhi State Legal Services Authority. Their appointments were made under the "Modified Legal Aid Defence Counsel



(Selection Procedure) Scheme, 2022”.¹ Upon completion of their initial tenure of two years, the Petitioners expected that their engagements would be extended for a further period in accordance with the terms of the Scheme. In this regard, they submitted representations dated 18th February, 2026.

3. However, by office order dated 02nd February, 2026, the tenure of the Petitioners has been extended only up to 30th June, 2026 or till the time fresh incumbents are engaged in their place, whichever is earlier. Subsequently, Respondent No. 4, with prior approval of Respondent No. 3, issued a notice dated 01st April, 2026 inviting applications for fresh engagement of Legal Aid Defence Counsels on contractual basis. Aggrieved by the aforesaid actions, the Petitioners have approached this Court under Article 226 of the Constitution of India.

4. The Petitioners contend that the initiation of a fresh recruitment process, coupled with the truncated extension granted to them, effectively amounts to a denial of continuation for a further term. Accordingly, they seek, *inter alia*, quashing of the aforesaid notice dated 01st April, 2026 and issuance of a writ of mandamus directing the Respondents to suitably modify the office order dated 02nd February, 2026 and grant extension of their engagement in accordance with the Scheme.

5. In this background, Mr. Samrat Nigam, Senior Counsel representing the Petitioners, argues that the right to seek extension is clearly borne out from the record. In this regard, he first places reliance on Clause 4 of the 2022 Scheme, which reads as under:

“Legal Aid Defense Counsels shall be engaged on contract basis in each place/district initially for a period of two years with a stipulation of extension on yearly basis on satisfactory performance. The performance of

¹ 2022 Scheme



every human resource shall be assessed every six months by SLSA in consultation with DLSA concerned.”

6. He further relies on clause (c) contained in the agreements executed between the Petitioners and the Respondents, including the agreement dated 27th February, 2024, which is *pari materia* with the aforesaid provision, and reads as follows:

“Period of Contract shall initially be for two years, extendable further as per the need and subject to the Scheme as may be modified without notice.”

7. Mr. Nigam further draws attention to the advertisement dated 30th August, 2022 which reads as follows:

“NOTICE INVITING APPLICATIONS FOR ENGAGEMENT AS FULL TIME LEGAL AID LAWYERS IN LEGAL AID DEFENCE COUNSEL OFFICE IN SOUTH, SOUTH-EAST & SOUTH WEST DISTRICTS OF DELHI UNDER DSLSA

Delhi State Legal Services Authority, established under the Legal Services Authorities Act, 1987 with mandate to provide free and competent legal services to the underprivileged and disadvantaged sections of the society to ensure that opportunities for securing justice are not denied to any citizen by reason of economic or other disabilities and to secure that the operation of the legal system promotes justice on a basis of equal opportunity to all. Please visit website www.dlsa.org for full details.

Realising the need to ponder over the reforms required in the Legal Aid Movement of India a new model of Legal Services Delivery, the “Legal Aid Defence Counsel System” (LADCS), in line with public defender system, is introduced by NALSA. As envisaged, LADCS involve full time engagement of lawyers with support system, dealing exclusively with legal aid work in criminal matters at every stage starting from the pre-arrest, arrest & remand stage to the conclusion of trials and appeals etc. It will enhance the availability and accessibility of Legal Aid in a timely manner and help in creating a mechanism to provide qualitative and competent legal services in a professional manner to underprivileged and disadvantaged section of the society.

Each Legal Aid Defence Counsel Office will have 01 Chief Legal Aid Counsel, 03 Deputy Chief Legal Aid Defence Counsels, 10 Assistant Legal Aid Defence Counsels (number of positions depending upon legal aid work in the district). This system will have the effect of enhancing the



responsiveness of the Legal Aid Mechanism in country and will ensure accountability on the part of the Legal Aid providers.

The Legal Aid Defence Counsel System will also provide a unique opportunity for Law Students to learn from the best. The Chief Legal Aid Defence Counsel will be given the liberty to engage law students as interns, to give them exposure to practical aspects of criminal law including preparation of Defence strategy and doing legal research in various factual scenarios.

DSLISA under the aegis of NALSA (www.nalsa.gov.in) is in process of implementation of LADCS in South, South-East and South-West Districts of Delhi.

Applications are invited from eligible lawyers having requisite qualifications for Contractual full time engagement for the posts of Chief Legal Aid Counsel, Deputy Chief Legal Aid Defence Counsels, Assistant Legal Aid Defence Counsels as per scheme in each district proposed herein. The lawyers so engaged therein will not be allowed to take any other private cases or any other retainer ship.

The Scheme of engagement along with application form may be downloaded from the official website of DSLISA (<http://www.dslisa.org>) and also from Notice board of DSLISA's concerned. The duly filled application form along with self-attested copies of documents may be submitted to DSLISA, wherein the candidate desires to apply through speed post or in an envelope personally in the office of the Secretary, DSLISA on or before 9th September 2022 by 17.00 Hrs. Any application received after due date shall not be considered.

*Note: 1. Applying for engagement does not create any right/ assurance whatsoever.
2. Applicant shall apply only in one district of his choice and for only one post in the office of LADC. He shall also furnish an undertaking in this regard along with the application."*

8. On the basis of the aforesaid documents, it is contended that a conjoint reading of the Scheme, the contractual terms, and the advertisement leaves no ambiguity that while the initial engagement is for a period of two years, the stipulation of extension on a yearly basis was subject only to satisfactory performance. If this condition is met, it confers a right upon the Petitioners to seek extension of their term.

9. In support of the aforesaid interpretation, reliance is placed on the judgment dated 08th March, 2026 passed by the High Court of Judicature at



Madras in *R. Sadagopan Rengasamy v. The National Legal Services Authority & Ors.* and other connected matters,² wherein the very same clauses under the Scheme came up for consideration. The Court, after taking note of the counter affidavit filed by the National Legal Services Authority, interpreted the expression “yearly” and observed as follows:

“5.The National Legal Services Authority (NALSA) has filed a counter denying the petitioners’ contention with reference to the rights of the petitioners to continue as Legal Aid Defence Counsel (LADC’s.). The NALSA would submit that the word ‘yearly’ has to be interpreted as “on a year to year basis” in paragraph 22 of their counter, as stated as follows;

“It is therefore submitted that the Scheme must be interpreted to mean that after the completion of the initial twoyear tenure, an extension, if granted, would be limited to one year. The provision cannot be construed to imply recurring annual renewal or automatic continuation beyond the extended period. The same may be inferred from the communication dated 15.03.2024 received from Department of Justice”

10. It is submitted that, in the said decision, the Madras High Court issued directions to the Tamil Nadu State Legal Services Authority to automatically extend the services of those Legal Aid Defence Counsels who had been graded “good” or “very good”, while permitting replacement only in cases where the performance was found to be unsatisfactory. It is contended that, in the present case, there is no assertion on behalf of the Respondents that the Petitioners’ performance is unsatisfactory. On the contrary, the fact that their tenure has been extended, albeit for a limited period, indicates otherwise.

11. Mr. Nigam further submits that the clauses relied upon by the Respondents to justify termination are not applicable in the present case, as the issue before this Court concerns the Petitioners’ entitlement to extension

² In W.P.(C) No. 82/2026 and other connected matters, decided on 18th March, 2026.



in terms of the Scheme. Any decision not to extend the Petitioners' engagement must necessarily be predicated upon unsatisfactory performance or other valid grounds, and not on an extraneous consideration such as fresh recruitment. In this regard, reliance is also placed on the order of the Madhya Pradesh High Court in ***Ramkrishna Soni & Ors. v. Union of India & Ors.***,³ wherein it was held that extension must follow performance evaluation and that fresh selection contrary to the Scheme is impermissible.

12. It is additionally submitted that the Petitioners, upon their engagement, relinquished their private practice. This conscious choice was based on the expectation of continuation, at least for a further term. The abrupt curtailment of their tenure, particularly when it is to be brought to an end upon appointment of fresh candidates, would result in immediate deprivation of livelihood.

13. Mr. Nigam, in fact, points out that similarly placed Legal Aid Defence Counsels in other States, including Haryana and Rajasthan, have been granted extension beyond the initial two-year period.

14. As regards the Respondents' contention of contractual discretion, it is pointed out that the impugned advertisement dated 01st April, 2026, as extracted above, itself reiterates the very same clause providing for extension on yearly basis subject to satisfactory performance. The relevant portion reads as follows:

"2. Selection Procedure:

After due publicity including public notice, applications will be invited and a fair, transparent and competitive selection process shall be adopted by DLSA under guidance of SLSA. Legal Aid Defence Counsels shall be engaged on contract basis in each place/district initially for a period of two years with a stipulation of extension on yearly basis on satisfactory performance. The

³ In W.P.(C) No. 36687/2025, decided



performance of each human resource shall be assessed in every six months by SLSA in consultation with DLSA concerned. Selection of Chief Legal Aid Defence Counsel, Deputy Chief Legal Aid Defence Counsels, Assistant Legal Aid Defence Counsels will be purely based on merit, taking into account the knowledge, skills, practice and experience of candidates. The selection shall be carried out by Selection committee under the Chairmanship of the Principal District & Sessions Judge (Chairman, DLSA) as envisaged in NALSA (Free and Competent Legal Services) Regulations 2010, subject to final approval by the Executive Chairman, SLSA. In the selection committee at least three senior most judicial officers posted at HQ, dealing mainly criminal cases, preferably sessions cases, will also be included. No person with conflict of interest shall be part of selection process.”

15. *Per contra*, counsel for the Respondent No. 3, Ms. Cauveri Birbal, submits, on instructions, that the Petitioners have no vested right to seek extension of their engagement. It is contended that a proper and holistic reading of the contractual terms would make it evident that the initial tenure of engagement is for a period of two years, and any extension thereafter is purely at the discretion of the Respondents. The interpretation sought to be given by the Petitioners, is erroneous and contrary to the express terms of the contract. In this regard, reliance is placed on the following clauses of the agreements executed with the Petitioners:

“(f) The contract can be terminated by giving one month's notice or one-month retainerhip fee in lieu of notice from either side. However, in case of unsatisfactory performance or for any act considered derogatory/detrimental to interest of the Legal Services Authorities, this contractual engagement can be terminated as per the Scheme.

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(h) You shall not have any claim/right whatsoever to continue beyond the period of engagement under the contract.

xxxxxxxxx

(i) You shall not have any right to claim regular appointment/continuance in the service in the Legal Services Authority.”



16. Ms. Birbal submits that Clause (f) clearly provides for termination of the contract by either side upon one month's notice or payment in lieu thereof, thereby demonstrating that the contract is inherently determinable in nature. In such circumstances, it is contended that the Petitioners cannot assert any enforceable right to extension.

17. She further places reliance on a communication dated 16th April, 2025 issued by the National Legal Services Authority⁴ concerning the implementation and expansion of the Legal Aid Defence Counsel System, which, *inter alia*, directs the Member Secretaries of all State Legal Services Authorities to ensure the following:

"2. In this regard, Hon'ble Executive Chairman, NALSA has desired that Member Secretary of all SLSAs may be directed to ensure that:

a. LADC offices may be functional at the earliest in the remaining DLSAs (if not functional till date) under their jurisdiction w.r.t. "Legal Aid Defense Counsel System (LADCS) Scheme (Scheme Code: 4287)" in the FY 2025-26.

b. there are adequate Human Resources in each LADC office, as per requirement, maximum up to 17 only.

c. the terms of contract entered into for LADC office with the Counsels, Office Assistant and others must be so designed as to prevent any claim of the contractual persons to regular Government positions or to Govt. pay, allowances, or perquisites. The contract should clearly stipulate that the payments are as honorarium or on retainer basis and not salaried. The contract entered into with the Counsels and others shall be enforced for one year initially and extended by one year on performance basis. Clear performance yard stick may be incorporated in the contract. There is need for transparent selection process, as the success of the scheme will depend upon the team of Defence Counsels at the District level.

d. Hybrid TSA model of PFMS may properly be implemented w.r.t. Central Sector Scheme namely "Legal Aid Defense Counsel System (LADCS) Scheme" (Scheme Code: 4287).

e. At least two officials of the each SLASA may be trained by deputing them to attend offline training on Hybrid TSA model of PFMS, who may be nominated as master trainer for giving training to the officers/officials of all DLSAs under their jurisdiction for proper implementation of Hybrid Treasury Single Account (TSA) model of PFMS (Public Financial Management system)."

⁴ "NALSA"



In light of the aforesaid communication, Ms. Birbal submits that the contractual framework itself contemplates engagement for a limited duration, with extension only as an option and not as a matter of right. The Petitioners, thus, cannot claim any entitlement to continuation.

18. She further emphasizes that the rationale underlying the impugned fresh recruitment process must also be appreciated, inasmuch as it ensures that other eligible advocates are afforded an opportunity to be engaged as Legal Aid Defence Counsels. Permitting automatic continuation of the existing incumbents would effectively foreclose such opportunity and defeat the objective of maintaining a competitive and merit-based selection process. There is no prohibition against the Petitioners applying afresh pursuant to the impugned advertisement, and in the event they meet the eligibility criteria and are selected, they would be entitled to a further term.

19. As regards the Petitioners' contention that they had relinquished their private practice, Ms. Birbal submits that such considerations cannot override the express terms of the contract. The Petitioners, being fully aware of the nature and tenure of their engagement, consciously chose to accept the same, and cannot now seek to assert rights contrary to the contractual stipulations.

20. Lastly, it is submitted that the 2022 Scheme itself does not have statutory force and is in the nature of a guiding framework. Reliance is placed on Section 4(m) read with Section 11 of the Legal Services Authorities Act, 1987 to contend that the terms of engagement can be modified by the concerned State or District Legal Services Authority. On this basis, it is urged that the challenge to the impugned notice is misconceived and liable to be rejected.



21. The Court has considered the rival submissions. The controversy before this Court lies in a narrow compass. It is not in dispute that the Petitioners' engagement as Legal Aid Defence Counsels is governed by the Scheme, the advertisement, as well as the terms of the contract executed between the parties. The relevant clauses extracted hereinabove, stipulate that while the initial engagement is for a period of two years, it could be extended on a yearly basis subject to satisfactory performance.

22. The central feature governing such extension is, therefore, performance. The Scheme as well as the contractual framework contemplate periodic assessment of the human resource every six months by the State Legal Services Authority in consultation with the concerned District Legal Services Authority. In the present case, it is neither the stand of the Respondents nor borne out from the record that the Petitioners have been assessed to be unsatisfactory. In such circumstances, the expectation of the Petitioners for extension is traceable to the terms governing their engagement. This aspect has also found favour with certain High Courts which have interpreted the Scheme in a similar manner.

23. However, this Court, with respect, is unable to concur with the view taken by the Madras High Court to the extent it is construed to mandate extension on a recurring yearly basis. In this regard, reference may be made to a communication dated 15th March, 2024 issued by the Government of India, Ministry of Law and Justice, Department of Justice, addressed to the Member Secretary, NALSA, which provides as follows:

"6. The terms of contract entered into under LADCS with the Counsels, Office Assistant and other must be so designed as to prevent any claim of the contractual persons to regular Government positions or to Govt. pay, allowances or perquisites. The contract should clearly stipulate that the payments are as honorarium or on retainer basis and not salaried. The



contract entered into with the Counsels and others shall be enforced for two years annually and extended by one year on performance basis Clear performance yard stick may be incorporated in the contract. There is need for transparent selection process, as the success of the scheme will depend upon the team of Defence Counsels at the District level. The draft terms of contract, SOP for engaging counsels and other resources and the yardsticks for performance as the basis for extension may be drafted under intimation to DoJ.”

24. The aforesaid communication clarifies that the contractual engagement is to be enforced for an initial period of two years and may thereafter be extended by one year on the basis of performance. Although the clauses extracted earlier use the expression “extension on yearly basis”, the same cannot be interpreted to mean extension in perpetuity. Such an interpretation would render the contractual stipulation unbounded. The expression “yearly basis”, when read in light of the aforesaid communication, is to be understood as permitting extension for a further period of one year beyond the initial tenure, subject to satisfactory performance, which, as noted above, is not in dispute in the present case.

25. The submission advanced on behalf of the Respondents with respect to the determinable nature of the contract and the right of termination upon issuance of notice does not arise for consideration in the present case. The Respondents have not invoked the termination clause; rather, they have proceeded on the basis of granting a limited extension up to June, 2026. In any event, the said clause cannot be read in isolation. Clause (f), while providing for termination, also contemplates termination on account of unsatisfactory performance or conduct detrimental to the interests of the Legal Services Authorities, circumstances which are admittedly absent in the present case.



26. Similarly, Clause (h), which stipulates that the Petitioners shall have no right to continue beyond the period of engagement, must be understood in the context of the contractual term itself. The term of engagement, in the opinion of this Court, comprises two components, first, the initial period of two years, and second, a further extendable period of one year, subject to satisfactory performance. Once the contractual framework is so understood, and in the absence of any material indicating unsatisfactory performance on the part of the Petitioners, the denial of extension on grounds extraneous to the Scheme cannot be sustained. The Respondents, having neither invoked the termination clause nor recorded any adverse assessment, cannot bypass the stipulated mechanism of performance-based extension by resorting to a truncated continuation coupled with fresh recruitment.

27. In view of the above, this Court finds merit in the submissions advanced on behalf of the Petitioners, insofar as the Scheme contemplates extension of engagement beyond the initial term for a further period of one year, subject to satisfactory performance.

28. Accordingly, the office order dated 02nd February, 2026 is set aside. The Delhi State Legal Services Authority is directed to re-examine the Petitioners' request for extension for a period of one year beyond the initial term, in light of the observations made hereinabove and subject to satisfactory performance. Such decision shall be taken within a period of six weeks from today.

29. At the same time, the Respondents shall be at liberty to continue with the recruitment process pursuant to the impugned notice dated 01st April, 2026. However, any panel that may be finalized shall remain subject to the decision to be taken in terms of the present directions. To obviate any



ambiguity, the DLSA may issue an appropriate addendum informing applicants of the present order.

30. The petition is disposed of in the above terms, along with all pending application(s), if any.

SANJEEV NARULA, J

APRIL 22, 2026/hc