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

\+ W.P.(C) 6396/2021, CM APPL. 20083/2021 & CM APPL. 20084/2021

SANJAY KUMAR NIGAM .....Petitioner

Through: Mr. Vinay Pandey, Adv.

versus

UNION OF INDIA & ORS. .....Respondents

Through: Ms. Gunjan Sinhe Jain & Ms. Muskaan Gopal, Advs. for R-2 to 4.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

O R D E R

% **17.01.2026**

1. This petition under Article 226 of the Constitution seeks, in substance, a mandamus directing Respondent Nos. 1 to 3 to reinstate the Petitioner as Consultant on contractual basis on the same terms and conditions, with arrears, with effect from 4th February, 2021 and to extend his engagement till regular appointments are made in the concerned section. The grievance is founded on the alleged non-consideration of the Petitioner's representation dated 30th January, 2021 seeking extension of tenure, and on the assertion that juniors (Mr. Naveen Kumar and Mr. Zeeshan Ahmed) have been retained while the Petitioner has been disengaged.

Rival Contentions

2. Respondent No. 2, in January 2017, had advertised a contractual engagement for a consultant to assist in procurement-related work, including preparation of tender documents, Terms of Reference ("TOR"), Request for

Proposal ("RFP"), Request for Quotations ("RFQ"), and evaluation of bids/applications for empanelment. The Petitioner applied and was engaged by an office order dated 27th January, 2017 for an initial short term on a consolidated monthly remuneration.

3. It is not in dispute that the engagement was contractual and for fixed periods. The Petitioner states that his tenure was extended repeatedly over about four years, with minimal breaks, on the footing that his work was found satisfactory. The last extension, as per the record placed, operated upto 4th February, 2021. The Petitioner claims he was assigned additional responsibilities relating to Sagarmala and SAROD-Ports, which, according to him, were not ad hoc.

4. The Petition then traces events in 2020 in the context of a tender process described as the "PMC, Sagarmala" e-tender. The Petitioner alleges that he noticed discrepancies and procedural irregularities and brought the same to the attention of senior officers through emails/letters in September 2020. He attributes subsequent developments to animus arising from these communications and pleads that Respondent No. 4 developed a personal grudge and thereafter acted to edge him out.

5. On 30th January, 2021, shortly before the contractual term was to expire, the Petitioner addressed a representation to Respondent Nos. 2 and 3 seeking extension of the engagement on the same terms, broadly on the basis of past practice of extensions. On 2nd February, 2021, a communication was issued requiring the Petitioner to hand over certain files/charge to another contractual employee, stated to be Mr. Naveen Kumar. The Petitioner contends that this was an unauthorised and punitive step, made while the representation was pending, and asserts that it effectively signalled

discontinuation of his engagement. It is contended that despite his disengagement, certain persons junior to him were retained, and the impugned action is assailed as arbitrary and violative of Articles 14, 16 and 21 of the Constitution, with reference also to the principles of "last come, first go", equal pay, and breach of natural justice.

6. Respondent No. 2 opposes the petition, raising a preliminary objection on maintainability, including the plea that Respondent No. 2 is not "State" under Article 12, and also urges that the petition is barred by delay and laches. On merits, Respondent No. 2 submits that no writ of mandamus can issue to enforce renewal of a purely contractual tenure, particularly where the engagement was not against any regular post and was never made through the process contemplated under the IPA Employees (Recruitment, Seniority and Promotion) Regulations, 2016.

7. Respondent No. 2 does not dispute receipt of the representation but contests the premise that there was any enforceable entitlement to extension. Respondent No. 2 asserts that the Petitioner's contractual engagement came to an end by efflux of time on 4th February, 2021, and that the handover direction was a routine administrative step in anticipation of completion of tenure. Respondent No. 2 further pleads that procurement-related assignments from member ports had diminished substantially after August 2020, and therefore the organisational requirement to continue a procurement consultant did not subsist in the same measure. Respondent No. 2 also distinguishes the continued engagement of other personnel (including Mr. Zeeshan Ahmed and Mr. Naveen Kumar) on the footing that they were engaged for different roles and that certain other consultants were also relieved upon expiry of their respective tenures.

Maintainability under Article 12 is left open

8. Respondent No. 2 has raised an objection that it is not an instrumentality of the State within Article 12. Since counsel addressed the matter on merits at some length and, for the reasons recorded below, the petition fails even assuming the petition to be maintainable, this Court proceeds on that assumption in the Petitioner's favour. However, it is clarified that the question whether Respondent No. 2 is "State" under Article 12 or otherwise amenable to writ jurisdiction is left open.

Analysis

9. Two features are dispositive. First, the Petitioner's engagement was contractual, time-bound, and not against any regular post. The relief sought is not a direction to consider a candidature for a regular appointment pursuant to a recruitment process, but a mandamus to revive or continue a contract after its term expired. It is settled that a writ of mandamus issues to enforce a legal right and a corresponding public duty. In contractual matters, judicial review is narrow and is not a mechanism to compel renewal of contracts or to substitute the Court's view for that of the employer on questions of requirement and engagement, absent demonstrated arbitrariness, mala fides established on cogent material, or violation of a statutory mandate. The Supreme Court has consistently emphasised this judicial discipline, including in ***Binny Ltd. v. V. Sadasivan***[1] and ***K.K. Saksena v. International Commission on Irrigation and Drainage.***[2] Moreover, even where a State instrumentality is involved, the Court does not sit as an appellate forum over contractual or commercial decision of parties.

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[1] (2005) 6 SCC 657
[2] (2015) 4 SCC 670

The dividing line remains whether a public law element is shown and whether the impugned action is demonstrably arbitrary, irrational, or vitiated by mala fides in the legal sense.[3]

10. In the present case, record reveals repeated fixed-term extensions granted to the Petitioner with the last extension ending on 4th February, 2021. Extension beyond that date was not automatic. It required a fresh decision and a fresh meeting of minds. A representation seeking extension, howsoever earnestly made, does not translate into an enforceable right to renewal. Nor does it create a legal compulsion on the employer to continue a contractual arrangement once the term expires. This position is reinforced where the engagement is not against a regular post and is not made through the due recruitment process prescribed for regular appointments. The Respondents have specifically pleaded that the Petitioner's engagement was not in terms of the IPA Employees (Recruitment, Seniority and Promotion) Regulations, 2016 route for regular officers/employees. The relief claimed, in effect, would amount to judicially compelling continuation of an arrangement which the parties themselves structured as a fixed-term contractual engagement. This Court, in exercise of writ jurisdiction, cannot issue such a direction.

11. Second, the plea of legitimate expectation and discrimination, on the facts pleaded, also does not carry the Petitioner to the threshold required for interference.

12. Repeated past extensions may generate expectation, but not a legal right to renewal unless the governing framework creates one. Legitimate

[3] See also: Joshi Technologies International Inc. v. Union of India, (2015) 7 SCC 728; ABL International Ltd. v. Export Credit Guarantee Corporation of India Ltd., (2004) 3 SCC 553

expectation cannot be stretched into a promise of perpetual renewal. It operates in the zone of fairness and reasonableness and cannot override an employer's assessment of requirement, organisational structure, and functional need, unless the decision is shown to be arbitrary or actuated by demonstrable bad faith. The doctrine, as explained in ***Union of India v. Hindustan Development Corporation,***[4] does not create a legally enforceable right to obtain a benefit where the governing arrangement confers discretion, especially in matters of contractual renewal. Here, the Respondents have pleaded reduced procurement work and organisational requirement as the basis for not continuing procurement consultants. Whether that assessment was optimal is not the test; the decision must be shown to be perverse or plainly arbitrary. This threshold is not met.

13. The Article 14 comparators are also not shown to be similarly situated. The Respondents have pleaded that Mr. Zeeshan Ahmed's engagement is on a different functional track (HR/IR), with a stated regulatory framework for operational posts, and that Mr. Naveen Kumar is engaged for a different set of responsibilities. The Petitioner's engagement, by contrast, was for procurement-related consultancy work. Once the foundational premise of "similarly situated" fails, the plea of hostile discrimination fails. The assertion of "last come, first go" also does not assist the Petitioner. That principle is rooted in industrial retrenchment jurisprudence and statutory frameworks governing retrenchment. It does not translate into a constitutional command that a time-bound consultancy contract must be renewed in a particular order. Equally, the "equal pay" plea is beside the point because the dispute is not about pay parity during

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[4] (1993) 3 SCC 499

subsistence of a contract, but about renewal of a contract after its term ended.

14. The allegations of mala fides against Respondent No. 4, founded on tender-related events and alleged misbehaviour, are seriously contested. Likewise the allegations linked to tender irregularities and personal animus are disputed and would require evidence as they raise disputed questions of fact. A writ court, particularly when the principal relief sought is contractual reinstatement and arrears, does not conduct a fact trial on such allegations. More importantly, even on the Petitioner's case, there is no pleaded order of premature termination. The contract, on its face, ran its course till 4th February, 2021. The communication dated 2nd February, 2021 directing handover of files is consistent with a routine transition when a fixed-term engagement is approaching its end. It does not, by itself, transform efflux of time into a punitive discontinuance.

Conclusion

15. For all the aforesaid reasons, even assuming in the Petitioner's favour that the petition is maintainable, the Petitioner does not establish any legal right to compel extension of a contractual engagement that ended by efflux of time, nor does the Petitioner demonstrate arbitrariness. Therefore, in the opinion of the Court, the disengagement of the Petitioner's services does not call for interference in exercise of writ jurisdiction under Article 226.

16. Accordingly, the writ petition is dismissed. The question of maintainability, including the objection founded on Article 12, is left open.

17. Pending applications, if any, also stand disposed of.

SANJEEV NARULA, J

JANUARY 17, 2026/*ng*