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

+ W.P.(C) 8202/2023, CM APPLs. 48585-48586/2023, CM APPL.
740/2026

SHUBHAM SRIVASTAVA

.....Petitioner

Through: *Appearance not given.*

versus

GITARATTAN INTERNATIONAL BUSINESS SCHOOL & ORS.

.....Respondents

Through: Mr. Ankur Chhibber, Mr. Anshuman
Mehrotra, Mr. Arjun Panwar, Mr.
Amrit Koul, Ms. Aditi Kapoor, Ms.
Muskaan Dutta and Mr. Prohil
Sharma, Advocates for R-1 to 5.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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28.04.2026

1. The Petitioner was engaged as an Assistant Professor (Law) with Gitarattan International Business School [“GIBS”], an institution affiliated to Guru Gobind Singh Indraprastha University [“GGSIPU”], which conducts courses in law and management. The Petitioner seeks issuance of a writ of mandamus directing the Respondents to release his salary for the months of November and December, 2022, along with travelling expenses, notice pay equivalent to three months’ salary, and compensation towards alleged harassment and mental agony.

2. The offer of appointment was issued on 16th March, 2022, stating that the Petitioner had been selected for the post of Assistant Professor, subject to approval by GGSIPU. The appointment letter dated 25th April, 2022 placed the Petitioner on a contractual engagement, with a consolidated



salary of INR 43,864/- per month. The appointment was for a period of one year from the date of joining, unless extended or confirmed in writing. The appointment letter also contained stipulations relating to termination during the contractual period, notice or pay in lieu thereof, punctuality, absence without prior approval, deemed abandonment of service.

3. According to the Petitioner, he discharged his duties diligently, and yet his salary for the month of November, 2022 was withheld. He further states that on 30th November, 2022, he had applied for leave without pay from 5th December, 2022 to 16th December, 2022, as he was required to attend to his Ph.D. and viva progress work at Mumbai and Shillong. It is his case that, despite the salary becoming due in the ordinary course, the Respondents withheld the same and informed him that it would be released only upon his resumption of duties and completion of a stipulated period of work. The Petitioner also asserts that, despite repeated follow-ups and assurances by the Human Resources Department of GIBS that the salary would be credited, the same was not released.

4. The Petitioner claims that he resumed duties on 19th December, 2022, as 17th and 18th December, 2022 fell on a weekend, and thereafter accompanied students to the Central Administrative Tribunal between 22nd December, 2022 and 24th December, 2022. He relies upon photographs and WhatsApp exchanges to contend that he continued to discharge his duties during this period and repeatedly requested release of his salary. He further asserts that he committed no act of misconduct during his employment. According to him, on 7th January, 2023, his services were terminated without any prior notice or opportunity of hearing, in violation of the principles of natural justice. He also asserts that he was removed from



official WhatsApp groups and that his access to institutional systems was disabled, which, according to him, evidenced such termination.

5. The Respondents dispute the aforesaid narrative. According to them, the Petitioner was irregular in attendance, habitually late, and frequently absent. It is their case that even prior to the leave in December 2022, his conduct had raised concerns, and that the leave granted from 5th December, 2022 to 16th December, 2022 was subject to conditions. The Respondents contend that the salary for November, 2022 was kept on hold on account of the Petitioner's failure to resume duties, work for a stipulated period, and submit progress material relating to his Ph.D. work. It is further stated that the Petitioner did not report for duty after 30th December, 2022 and, despite opportunities granted by communications dated 31st January, 2023 and 21st March, 2023, failed to rejoin.

6. The correspondence placed on record indicates that, on 3rd January, 2023, the Petitioner sought leave till 6th January, 2023. The response from the Human Resources Department of GIBS stated that the Petitioner had been frequently absenting himself from duty, that no leave could be granted, and that he was required to join immediately. A letter dated 31st January, 2023 issued by GIBS records allegations of absenteeism, late coming, and non-submission of Ph.D. progress documents, and grants a final opportunity to the Petitioner to join duty by 2nd February, 2023. A subsequent communication dated 15th February, 2023 alleges failure on the part of the Petitioner to rejoin duties and calls upon him to complete full and final settlement. A further communication dated 21st March, 2023 again calls upon the Petitioner to join duties immediately.

7. The Petitioner disputes the allegations levelled by the Respondents



and contends that the aforesaid communications were issued as an afterthought, subsequent to his raising a demand for unpaid salary. He relies upon his reply dated 14th March, 2023 to GIBS' communications dated 31st January, 2023 and 15th February, 2023, wherein he denies the allegations, asserts that he had duly discharged his duties, and calls upon the Respondents to release his salary for the months of November and December, 2022. He further relies upon a legal demand notice issued by him on 27th January, 2023 seeking clearance of his dues, and states that, thereafter, he was contacted by representatives of the Respondents with assurances regarding payment and possible resolution, which, according to him, did not materialise.

Analysis

8. The Respondents have raised a preliminary objection to the maintainability of the present petition. It is contended that GIBS is a private unaided institution and that its affiliation to GGSIPU entails only regulatory supervision, and does not render it an instrumentality of the State. Reliance is placed upon the decision of the Supreme Court in ***St. Mary's Education Society & Anr. v. Rajendra Prasad Bhargava & Ors.***¹ to submit that a writ petition does not lie for enforcement of a contract of personal service, unless the action complained of involves a public law element or the service conditions are governed by statute.

9. In response, the Petitioner submits that GIBS performs a public function by imparting education and is governed by the regulatory framework of GGSIPU. Reliance is placed on decisions of this Court, including ***Bharat Mata Saraswati Bal Mandir Senior Secondary School v.***



***Vinita Singh & Ors.*² and *Soma Bhadra v. Prudence School Dwarka & Ors.*³**. The Petitioner further contends that, since his appointment was subject to approval by GGSIPU, the statutes, ordinances and regulations of the University govern his service conditions.

10. At the outset, it must be noted that GIBS is a private unaided educational institution. It is neither “*State*” nor an instrumentality of the State within the meaning of Article 12 of the Constitution. The writ petition is directed, in substance, against GIBS. Though GGSIPU has also been arrayed as a party, no specific relief is sought against it. The mere inclusion of a public authority in the array of parties, without any substantive relief being claimed against it, does not alter the character of the dispute or confer upon it a public law element. The presence of such parties cannot be used to give a semblance of a public law cause of action where the underlying dispute is purely contractual.

11. That, however, does not conclude the issue. The jurisdiction under Article 226 is wider than Article 12, and a writ may, in appropriate cases, issue even against a private body. The determinative question is whether the action complained of bears a public law character or whether the Petitioner seeks enforcement of a purely private contract of employment.

12. In ***St. Mary’s Education Society***, the Supreme Court observed that a writ may lie against a private body performing a public function, but only in respect of actions having a public law element. Where the action challenged lies in the realm of private law, such as enforcement of a contract of personal service, disputes relating to service conditions, including

¹ (2023) 4 SCC 498.

² LPA 601/2022.



appointment, termination, salary, or other incidents of employment, arising purely out of contractual terms, do not ordinarily attract a writ of mandamus merely because the employer is an educational institution. Thus, in the absence of any statutory right or the impugned action bearing a public law element, the dispute remains within the domain of private employment.

13. The Petitioner's claim, in substance, has three limbs: salary and travel expenses said to be due for November and December, 2022; notice pay on the premise that his services were terminated without notice; and compensation for alleged harassment. None of these claims rest on an admitted liability. Each turns on disputed facts arising from the appointment letter and the parties' rival accounts of the employment relationship, including the Petitioner's entitlement to salary, the nature of his absence, and the circumstances in which the relationship came to an end. These claims arise from the terms of the contractual engagement between the parties.

14. The Petitioner has not demonstrated that the service conditions governing his employment are regulated by any statutory provision having the force of law. The appointment letter does state that the appointment was subject to approval from GGSIPU. That, however, cannot by itself convert every term of the appointment into a statutory condition of service. Affiliation may subject an institution to academic and regulatory control. It does not, in the absence of a specific statutory framework governing service conditions, transform contractual terms into enforceable public law obligations.

15. The Petitioner's reliance on the decisions in *Bharat Mata Saraswati*

³ W.P.(C) 6863/2021.



and ***Soma Bhadra*** does not alter the position. In both cases, the claims arose from a statutory obligation under the Delhi School Education Act, 1973, particularly Section 10 thereof, which mandates that employees of recognised private schools are entitled to pay and emoluments not less than those of their counterparts in government schools. The reliefs sought in those matters were founded on enforcement of such statutory provisions, and the writ petitions were held to be maintainable on that basis. The present case stands on a different footing. The Petitioner has not placed on record any equivalent statutory provision under the enactment governing GGSIPU, or its statutes, ordinances or regulations, which governs his entitlement to salary for the disputed period or regulates the alleged termination in the manner pleaded. His claim arises from the terms of the appointment, the correspondence exchanged between the parties, and the alleged breach of contractual obligations. It is, therefore, not a claim seeking enforcement of a public law obligation.

16. Even otherwise, the present petition cannot be adjudicated in proceedings under Article 226, as the claims raised by the Petitioner turn on seriously disputed questions of fact. The Petitioner asserts that he worked during the relevant period, that his salary was wrongfully withheld despite repeated assurances, and that his services were terminated without notice or opportunity of hearing. The Respondents, on the other hand, contend that the Petitioner was irregular in attendance, failed to comply with the conditions attached to his leave, and stopped reporting for duty despite repeated directions to resume work. The claim for travel expenses is also disputed. These issues go to the root of the reliefs sought and cannot be resolved by this Court in exercise of its writ jurisdiction.



17. The claim for notice pay is equally dependent on establishing wrongful termination in breach of the terms of appointment and the principles of natural justice. Similarly, the claim for salary and travel expenses depends upon proof of actual discharge of duties and entitlement under the contractual terms. These issues cannot be adjudicated without resolving the underlying factual controversies.

18. Further, the claim for compensation for mental agony and harassment is, in substance, a claim in damages arising out of an alleged breach of a private contract of employment. No statutory or public law element has been shown for grant of such relief in writ proceedings.

19. In view of the above, the present dispute does not involve enforcement of any admitted or statutory/public law obligation. It arises from contested claims under a contract of employment and necessarily requires adjudication of disputed facts. The writ petition is, therefore, not maintainable in the facts of the case.

20. Nothing stated above shall be construed as an expression on the merits of the Petitioner's claims. The Petitioner is at liberty to pursue such remedies as may be available in law, including by instituting appropriate civil proceedings, if so advised. If such proceedings are initiated, they shall be decided on their own merits and without being influenced by any observation made in this order.

21. Pending applications, if any, stand disposed of.

SANJEEV NARULA, J

APRIL 28, 2026/nk