



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

Reserved on: 7th January, 2026.
Pronounced on: 10th March, 2026.
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+ W.P.(C) 10830/2020, CM APPL. 33969/2020, CM APPL.
74004/2025

MOHD ANSARI AND ORS

.....Petitioners

Through: Mr. Puneet Rathi and Mr. Md.
Shahrukh Qureshi, Advocates.

Versus

DELHI TECHNOLOGICAL UNIVERSITY

.....Respondent

Through: Mrs. Avnish Ahlawat, SC for
GNCTD with Mr. N.K. Singh,
Ms. Aliza Alam and Mr. Mohnish
Sehrawat, Advocates.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

JUDGMENT

SANJEEV NARULA, J.:

1. This writ petition, instituted by contractual employees of Delhi Technological University¹, invite adjudication on a question that frequently recurs in public employment: whether persons engaged through a public-facing selection process and continued for years together against work of a perennial character can be kept indefinitely on contractual terms, or whether the Constitution's guarantees under Articles 14 and 16 require the employer to bring such engagements to a lawful closure by regularising eligible



incumbents in accordance with the settled principles. The Petitioners seek a writ of mandamus directing the University to treat them as regular incumbents or, in the alternative, to consider and effect their regularisation with reference to their length of service. The University resists the claim, invoking the discipline of *Secretary, State of Karnataka & Ors v. Umadevi (3) & Ors.*² and asserting that contractual engagement, however long continued, confers no right to absorption and cannot be converted into a mode of recruitment.

2. The University commenced recruitment for various administrative, ministerial and technical posts from July 2010 onwards. The process was initiated through advertisements issued through the Directorate of Information and Publicity, Government of NCT of Delhi. The Petitioners applied pursuant to those advertisements and participated in the selection process.

3. The Petitioners state that the University conducted screening, written or skill tests wherever prescribed, and interviews through duly constituted Selection Committees. On that basis, the competent authority issued appointment letters to the Petitioners across various posts.

4. The appointments were described as contractual. A substantial number of appointments were made on 13th August, 2010, followed by subsequent batches on 28th December, 2010, 29th July, 2011 and 12th August, 2011, and the Petitioners joined service in terms thereof. The Petitioners occupy posts such as Junior Office Assistant, Office Assistant, Senior Office Assistant, PS to the Vice-Chancellor, Stenographer, Assistant Store Keeper,

¹ “University”

² (2006) 4 SCC 1.



Driver, Technical Assistant, and various mechanic and technical cadres.

5. It is common ground that the Petitioners continued with the University for several years on the strength of periodic extensions of their contractual engagements. The Petitioners served under the administrative control of the University and discharged duties assigned to them from time to time.

6. The record also indicates that the University examined the position of contractual employees on more than one occasion. Committees were constituted at different points to consider service conditions, including questions relating to regularisation. The Petitioners also rely on certain service benefits, which were extended to contractual employees, including coverage under the EPF Scheme.

7. The Petitioners contend that despite long, continuous service following an open recruitment process, their services were never regularised. They therefore invoke the writ jurisdiction of this Court.

Petitioner's Contentions:

8. Mr. Puneet Rathi, counsel for the Petitioners, advances the following submissions in support of the petition:

8.1. The Petitioners were appointed pursuant to open advertisements issued by the University, against sanctioned regular posts, after undergoing a duly prescribed selection process comprising screening, written/skill tests and interviews conducted by a duly constituted Selection Committee. The appointments were approved by the Board of Management, which is the competent authority not only to make regular appointments but also to frame recruitment rules for the posts concerned.

8.2. The Petitioners, though appointed on a contractual basis, initially for a



period of one year, were appointed against regular sanctioned posts and their contracts were extended repeatedly on the basis of satisfactory performance, resulting in uninterrupted service spanning nearly fifteen years.

8.3. The selection and appointment of the Petitioners satisfied all essential attributes of a regular recruitment process, including prescription of eligibility conditions, availability of vacancies, open advertisement, and selection by a competent authority. Their appointments, therefore, cannot be termed illegal and, at best, could be regarded as irregular.

8.4. During the tenure of their engagement, the Petitioners have discharged duties identical to those performed by regular employees and have been treated at par with them in several respects, including grant of salary (basic pay), HRA, TA, DA and coverage under the EPF Scheme. This conduct of the University itself demonstrates that the Petitioners were treated as part of the regular workforce.

8.5. The terms of appointment prohibited the Petitioners from accepting any other employment during the subsistence of their contracts, thereby placing them in a position analogous to that of regular employees and reinforcing the legitimate expectation of continuity and regularisation.

8.6. Emphasis is laid on the fact that the Petitioners have rendered long, uninterrupted and blemish-free service for nearly fifteen years, performing perennial and essential functions of the University. There has been no complaint regarding their conduct or performance at any point of time, and their continued extensions reflect the enduring need for their services.

8.7. Reliance is placed on a catena of recent judgments of the Supreme



Court, including *Vinod Kumar & Ors. v. Union of India & Ors.*³, *Jaggo v. Union of India & Ors.*⁴, *Shripal & Anr. v. Nagar Nigam, Ghaziabad*⁵ and *Dharam Singh & Ors. v. State of U.P. & Anr.*⁶, wherein, in gist, it has been held that long, continuous and unblemished service following a recruitment process that is not “illegal” cannot be brushed aside merely on the ground that the initial appointment was contractual.

8.8. *Umadevi* does not preclude regularisation in cases such as the present one. The decision was intended to curb “back-door” and “illegal” appointments, and not to penalise employees appointed through a transparent process who have served for long years against sanctioned posts

8.9. Compelling the Petitioners to participate in a fresh regular recruitment process at this stage would be arbitrary and inequitable, as it would place them at a severe disadvantage *vis-à-vis* fresh entrants and would effectively defeat the rights recognised by the Supreme Court.

8.10. Reliance is placed on *Pawan Sharma & Ors. v. State of NCT of Delhi & Ors.*⁷, wherein this Court held that employees who have earned a right to regularisation by virtue of their initial appointment and long, uninterrupted, blemish-free service cannot be compelled to undergo a fresh recruitment process, and that the law declared by the Supreme Court is binding under Articles 141 and 144 of the Constitution.

Respondent's Contentions:

9. Ms. Avnish Ahlawat, SC (GNCTD) appearing for the University, opposes the petition and makes the following submissions:

³ (2024) 9 SCC 327.

⁴ 2024 SCC OnLine SC 3826.

⁵ 2025 SCC OnLine SC 221.

⁶ 2025 SCC OnLine SC 1735.



9.1. The law governing regularisation of contractual, ad-hoc or temporary employees stands authoritatively settled in ***Umadevi***, which mandates strict adherence to Articles 14 and 16 of the Constitution and prohibits regularisation as a mode of public employment.

9.2. The Petitioners were admittedly appointed on a purely contractual basis through walk-in interviews, pending formulation of Recruitment Rules and regular selection. Their engagement was for a fixed tenure of one year or till regular appointments were made, whichever was earlier, with an express stipulation that no right to regularisation would accrue.

9.3. The selection process adopted for engaging the Petitioners did not conform to the constitutional scheme of public employment. There was no all-India advertisement, no competitive examination, and no duly constituted Selection Committee as per any Recruitment Rules. Consequently, the appointments were *de hors* rules and cannot even be treated as “irregular” so as to attract the limited exception carved out in paragraph 53 of ***Umadevi***.

9.4. Merely because the Petitioners continued in service for a long duration on the strength of successive contractual extensions, no right to regularisation accrues in their favour. The Supreme Court in ***National Fertilizers Ltd. & Ors. v. Somvir Singh***⁷ categorically held that length of service, by itself, does not confer any enforceable right, and that appointments made in violation of the constitutional scheme or recruitment rules cannot be validated on the ground of long continuance. Further, in ***Official Liquidator v. Dayanand & Ors.***⁸ the Supreme Court authoritatively ruled that the law declared in ***Umadevi*** is binding under Article 141 and

⁷ 2025 SCC OnLine Del 8313.

⁸ (2006) 5 SCC 493.



cannot be diluted by equitable considerations or by subsequent continuance of contractual or temporary employees. Any claim for regularisation founded solely on long service, therefore, is legally untenable.

9.5. The plea of legitimate expectation is wholly misconceived. The terms of appointment clearly indicated the temporary and contractual nature of engagement. In fact, the Petitioners were required, as a condition of appointment, to furnish a specific undertaking that they would not seek regularisation of their services. Having accepted such terms with open eyes and continued in service on that basis, the Petitioners are estopped from asserting any claim contrary thereto. In any event, the State or its instrumentalities cannot hold out any promise of regularisation in derogation of Articles 14 and 16.

9.6. The University, after its establishment in 2009, initiated regular recruitment processes in 2018-19. Some of the Petitioners participated in the said regular selection along with other eligible candidates on an all-India basis but failed to secure selection. Having failed in the regular recruitment process, they cannot claim continuation or regularisation as a matter of right.

9.7. The fact that one contractual employee succeeded in the regular selection and was appointed on a regular basis itself demonstrates that the recruitment process was fair and open, and that the Petitioners were afforded equal opportunity in compliance with Articles 14 and 16.

9.8. Reliance on *Vinod Kumar* and *Jaggo* is misplaced. Those judgments turned on their own peculiar facts involving clear discrimination and long years of service *akin* to regular employment, and do not dilute or overrule the binding ratio of the Constitution Bench in *Umadevi*. In *Jaggo*, the

⁹ (2008) 10 SCC 1.



Supreme Court was concerned with Group ‘D’ employees performing menial and perennial functions where educational qualifications were never central to engagement, whereas in *Vinod Kumar*, the employees had been treated throughout as part of the regular cadre, including conduction of promotion process through Departmental Promotion Committees.

9.9. Based on a consistent line of authorities, including *State of Karnataka & Ors. v. M.L. Kesari & Ors.*¹⁰, *State of Orissa & Anr. v. Mamata Mohanty*¹¹, *State of Jammu and Kashmir & Ors. v. District Bar Association, Bandipora*¹², regularisation is neither a source of recruitment nor a mechanism to validate appointments made in violation of the constitutional scheme.

9.10. The fresh recruitment initiated *vide* Advertisement No. 03/2025 dated 06th November, 2025, seeks to fill 66 posts through direct recruitment in accordance with law. The Petitioners, having no vested or accrued right, cannot seek to stall the regular recruitment process, which is constitutionally mandated. At best, the Petitioners’ right is limited to participation in regular selection with such age relaxation or concessions as may be permissible under law; however, no writ of mandamus can be issued directing their regularisation or continuation.

Analysis:

10. The dispute must be approached with clarity about first principles. Regularisation is not a parallel mode of entry into public service. Articles 14 and 16 insist on an open and fair access. The Constitution Bench in *Umadevi* was directed against clandestine entry, patronage-based

¹⁰ (2010) 9 SCC 247.

¹¹ (2011) 3 SCC 436.



appointments, and judicially directed absorption of persons who never came through an open process.

11. At the same time, recent decisions have cautioned courts against a mechanical application of *Umadevi* to perpetuate prolonged *ad hocism*. The Supreme Court, in *Vinod Kumar*, has clarified that the essence of employment and the rights flowing therefrom cannot be determined solely by the initial terms or label of appointment where the actual course of employment has evolved significantly over time. Where continuous service in posts performing perennial functions has, in substance, assumed the character of regular employment, the initial nomenclature cannot be invoked as a permanent basis to deny substantive rights that accrue through long and sustained service.

12. The present case turns on a well-recognised factual and legal distinction in this line of jurisprudence. The question is whether the Petitioners' appointments were "*illegal*" or "*back-door*" in the sense explained in *Umadevi*, that is, back-door or surreptitious appointments made in patent breach of minimum qualifications or the constitutional scheme, or whether they were appointments made through a public and transparent process, against continuing institutional requirements, and described as "*contractual*" only because the University had not, at that time, completed its internal regular recruitment framework.

13. On the record as set out, the Petitioners' entry into service was neither clandestine nor constitutionally tainted. The University issued public advertisements from July 2010 onwards; eligibility conditions were prescribed; and selection processes, including skill or written tests where

¹² (2017) 3 SCC 410.



required, were undertaken. The appointment letters record recommendation by a duly constituted Selection Committee and approval by the Vice-Chancellor. The engagements were thereafter continued for years, without allegation of misconduct or incompetence. These features place the present case squarely outside the category of “*illegal*” or “*back-door*” appointments contemplated in *Umadevi* and align it with the distinction recognised in *Vinod Kumar*.

14. The Respondent’s principal defence rests on three planks: the contractual label and disclaimers, the absence of Recruitment Rules at the time of recruitment, and the submission that some Petitioners failed in later regular recruitment process.

15. None of these defences, in isolation, is dispositive in view of the subsequent pronouncements of the Supreme Court. First, contractual disclaimers and undertakings not to seek regularisation do not conclude the constitutional inquiry. In *Bhola Nath v. State of Jharkhand*¹³, decided after the conclusion of arguments in the present case, the Supreme Court expressly disapproved a mechanical reliance on contractual stipulations to defeat scrutiny. It held that contractual clauses barring claims for regularisation cannot override the guarantee of equality under Article 14, nor can acceptance of such terms be construed as a waiver of fundamental rights. Emphasising the State’s obligation to act as a model employer, the Court observed that the State cannot take advantage of the unequal bargaining position of employees by continuing them for years on sanctioned posts under a contractual label and thereafter deny consideration for regularisation solely on that basis. The mere nomenclature of



engagement, or disclaimers contained in appointment letters, cannot immunise arbitrary State action from constitutional review.

16. Second, the absence of Recruitment Rules at the time of initial engagement cannot be turned into a sword against employees if the employer itself allowed the situation to persist for years, while extracting full-time work of a perennial character. Where rules are absent, the relevant question is whether the process adopted was public-facing, transparent, and non-arbitrary, and whether the engagement thereafter assumed the characteristics of regular institutional employment. In the present case, it is not merely the length of service that is significant, but the manner in which the University treated the Petitioners during that tenure. The Petitioners assert that they discharged duties akin to those performed by regular employees. While the Respondent contests the legal consequences of their engagement, it has not specifically denied that the Petitioners were extended components of the regular pay structure, including HRA, TA and DA, and were placed under full administrative control with restrictions on outside employment. The extension of such allowances and service conditions over a period indicates that the engagement was not treated as casual or project-bound, but as part of the University's continuing establishment requirements. If the employer chose to recruit through public advertisement and selection committees, and thereafter sustained the relationship in this manner for over a decade, it cannot later characterise the same engagement as constitutionally infirm solely because it continued to describe it as "*contractual*".

17. Third, participation or non-participation in a later regular recruitment

¹³ 2026 SCC OnLine SC 129.



exercise does not, by itself, extinguish a claim that has matured through long and continuous service pursuant to a non-illegal entry. The Division Bench of this Court, in *Pawan Sharma & Ors. v. Government of NCT of Delhi*¹⁴, held that Courts must look beyond the surface label of appointment and examine the reality of employment, namely, continuous, blemish-free service in posts performing perennial and integral functions of the establishment. Once such service reflects a regular and continuing institutional requirement, the claim cannot be defeated by requiring the employees to undergo a later recruitment process as though their past service were of no legal consequence. A subsequent recruitment notification, by itself, cannot furnish a complete answer to the arbitrariness inherent in prolonged contractual engagement.

18. What ultimately matters is the character of the relationship that the University itself sustained. When an institution engages persons through a process resembling regular recruitment, places them under full administrative control, restricts outside employment, assigns them work essential to the institution, and then continues them year after year for a decade and more, the arrangement stops looking like a stop-gap and starts looking like a parallel cadre. The Supreme Court in *Jaggo* treats this phenomenon as a misuse of the “temporary” label and holds that courts must look to the reality of service, not the nomenclature.

19. Applying these principles, the Petitioners’ case crosses the crucial threshold. Their entry is not shown to be “illegal”, “back-door” or tainted with *mala fide*. Their service is long, continuous, and blemish-free. The posts are not project-bound. They are core administrative, ministerial, and

¹⁴ W.P.(C) 2117/2025 & other connected matters.



technical functions of a University. The repeated extensions, over nearly fifteen years, demonstrate continuing institutional need.

20. In these circumstances, continued refusal to regularise is not a neutral insistence on constitutional recruitment. It becomes an arbitrary insistence on form that permits the employer to benefit from its own prolonged default in organising public employment on regular lines. That outcome is incompatible with Article 14.

21. The University has contested the availability of sanctioned posts in the cadres concerned and submits that, in the absence of sanctioned vacancies, no direction for regularisation can be issued. This contention cannot be brushed aside; however, it cannot conclude the matter either. The Division Bench of this Court in *Pawan Sharma*, after analysing the recent decisions of the Supreme Court beginning from *Vinod Kumar* right up until *Dharam Singh*, has clarified that where employees have entered service through a process which was not unlawful, and have rendered long, continuous and unblemished service in posts performing perennial functions, the right to consideration for regularisation does not evaporate merely because the posts were not shown to be sanctioned at the time of engagement. While the existence of sanctioned strength may assume relevance in moulding relief, the absence of clear material regarding such strength cannot, by itself, justify indefinite continuation of a parallel contractual establishment performing regular institutional work. The real question, therefore, is whether the institutional requirement exists and whether the State instrumentality has organised that requirement on a lawful footing. It is in this backdrop that the directions which follow are required to be issued.



22. Relief must therefore be structured in a manner that respects the constitutional discipline emphasised in *Umadevi*, while also ensuring that the State instrumentality does not perpetuate a parallel contractual establishment in respect of work that is perennial and integral to its functioning. The absence of clear material regarding sanctioned strength, particularly when such strength is within the exclusive domain of the employer, cannot be permitted to operate as a self-serving defence to indefinitely postpone regularisation.

23. Accordingly, the University is directed to undertake, within a period of eight weeks from today, a structured review of its sanctioned strength and existing vacancies in the cadres presently occupied by the Petitioners. For this purpose, a Committee comprising senior administrative and finance officers, and where necessary a nominee of the competent sanctioning authority, shall be constituted to assess the existing sanctioned strength and vacancies, if any, in the relevant cadres; and where institutional requirement exists but sanctioned posts are found deficient, take expeditious steps, in accordance with law, to seek approval for creation or augmentation of posts commensurate with such requirement.

24. Upon completion of the above exercise, and subject to verification of the Petitioners' appointments, the University shall consider regularisation of the services of eligible Petitioners, in accordance with the applicable rules and statutory norms, against available or duly created posts, with effect from the date of completion of the said exercise. This process shall be completed within a period of six months from today.

25. Until the aforesaid exercise is concluded, the Petitioners shall not be displaced by outsourcing or fresh contractual engagement in respect of the



functions presently discharged by them.

26. The writ petition stands disposed of in the above terms. Pending applications, if any, also stand disposed of.

SANJEEV NARULA, J

MARCH 10, 2026/ab