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

\+ W.P.(C) 13746/2022, CM APPL. 42735/2022 & CM APPL. 51726/2022

SUDHANSHU JOSHI .....Petitioner

Through: Mr. Mangesh Naik, Mr. Gumeet A. & Mr. Abhishek Aggarwal, Advs.

versus

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

Through: Ms. Gunjan Sinha Jain and Ms. Muskaan Gopal, Advocates.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

O R D E R

% **17.01.2026**

1. This writ petition under Articles 226/227 of the Constitution assails the "Separation Letter" dated 10th August, 2022 issued by National Skill Development Corporation[1] (Respondent No. 2) discontinuing the Petitioner's employment with effect from 11th August, 2022. The Petitioner also challenges the competence of the signatory of the Separation Letter and asserts that the discontinuation is *mala fide*, arbitrary and in breach of the principles of natural justice.

2. The Petitioner joined NSDC pursuant to the Letter of Employment dated 13th May, 2016. The appointment was initially as Manager (Administration) at New Delhi, with an annual compensation of INR 12,07,500/-. The Petitioner asserts that performance appraisals from FY 2016–2017 to FY 2022–2023 show an upward trajectory, and that his compensation increased to INR 24,17,004/- as reflected in the appraisal

[1] "NDSC"

dated 2nd June, 2022.

3. The Petitioner's case is that the relationship began to fray in July, 2022, when he fell unwell and sought medical leave. He asserts that, despite repeated emails between 20th July, 2022 and 16th August, 2022, accompanied by medical certificates, his leave was not sanctioned for a considerable period. He also asserts that, at the relevant time, his leave account reflected a substantial balance (stated to be 80 privilege leaves and 8 casual leaves). His leave request was ultimately sanctioned on 10th August, 2022, and that, on the very same day, the impugned Separation Letter was issued.

4. The Petitioner narrates incidents which, according to him, were designed to sideline him and culminate in his removal. He asserts that he was constrained to block his corporate card on 19th July, 2022 due to apprehension of misuse. He further claims that, on the same date, the internal reporting structure was recast without his consent, prompting him to send a protest email. He also alleges that, on 2nd August, 2022, his access to the official portal was disabled, leaving him unable to discharge his functions in the usual manner. The Petitioner also refers to emails dated 7th August, 2022 and 8th August, 2022 requiring certain compliances were framed in a manner that he could not meaningfully decipher.

Summary of Submissions advanced by Petitioner's counsel

5. The impugned Separation Letter dated 10th August, 2022 is illegal, arbitrary and vitiated by mala fides. The sequence of events noted hereinabove, including the manner and timing in which the Petitioner's medical leave was dealt with and the issuance of the Separation Letter on the same date as leave sanction, reflects a predetermined and unfair severance

rather than a *bona fide* separation.

6. The communications seeking "compliances" and the internal actions alleged by the Petitioner were intended to professionally disable him, and to subsequently portray him as non-compliant. On this basis, it is contended that the action is punitive in substance, though styled as a separation.

7. On law, it is contended that the action violates the principles of natural justice as no show-cause notice, reasons or opportunity of hearing preceded the action. It is urged that the Respondents cannot bypass fairness requirements by merely invoking a contractual clause, where the action is stigmatic or retaliatory in effect.

8. Even assuming Clause 17 of the Letter of Employment permits separation on notice, the same cannot be applied in a manner that defeats constitutional standards of fairness, particularly when Respondent No. 1 is stated to be performing a public function and operating with governmental aid and public funding. On this premise, it is urged that the Respondents are amenable to writ jurisdiction.

9. A separate ground pressed regarding the competence of the signatory. It is urged that the Offer Letter dated 12th May, 2016 was issued under the CEO's signature and the Petitioner was inducted under that authority. Therefore, the CEO is the appointing authority and the only competent authority to order separation. The impugned letter signed by the Vice President (Human Resources) is without authority and, on that ground alone, void.

10. The Petitioner also challenges the internal HR framework, contending that the HR Manual was not accessible on the official portal and that Clauses 17 and 18 permit arbitrary severance. It is urged that issuance of separation

on the date of leave approval constitutes malice in law and unjust deprivation of livelihood.

11. The Petitioner's service record and humanitarian work during the Covid-19 period make it implausible that a routine separation would be initiated without any stated reason relating to the organisation.

Submissions on behalf of the Respondents

12. Counsel for the Respondents raises a preliminary objection as to maintainability. It is urged that Respondent No. 2 is not 'State' within the meaning of Article 12. Without prejudice, it is submitted that although the writ jurisdiction under Article 226 may, in an appropriate case, extend to 'any person', such jurisdiction is ordinarily exercised against a non-State entity only for enforcement of a public duty or a statutory or other public law obligation. Where, however, the *lis* is, in substance, a private service dispute founded on contract, and the relief sought is essentially to enforce contractual terms of employment, a writ of mandamus does not ordinarily lie. The Petitioner must, therefore, demonstrate a specific public law obligation owed by Respondent No. 2 and a corresponding public law element in the impugned action, failing which the petition would not be maintainable in writ jurisdiction.

13. Reliance is placed on ***Binny Ltd. v. V. Sadasivan***[2] to submit that writ remedies are not intended to adjudicate contractual service disputes. The Supreme Court has clarified that a writ may issue against a non-State entity only where the impugned action bears a public law character or involves breach of a public duty. A grievance confined to severance or other consequences flowing from a contract of employment, without more, does

not amount to breach of a public duty enforceable by mandamus. It is urged that this position has been reiterated consistently in cases where the Court declined to entertain writ petitions aimed at enforcing purely private contractual rights in the absence of a statutory flavour or an identifiable public law obligation.

14. Without prejudice to the objection on maintainability, it is submitted that the impugned action is squarely traceable to Clause 17 of the Letter of Employment dated 13th May, 2016, which permits separation post-confirmation by two months' notice or payment of basic salary in lieu thereof. It is urged that the impugned communication is expressly issued as a "Separation Letter" under Clause 17, and therefore the source of authority is unambiguous. The Petitioner has attempted to mischaracterise a contractual separation as a punitive termination to attract Clause 18 and the requirements of natural justice, even though the separation is neither founded on misconduct nor carries any stigma.

15. Further, the Respondents complied with the contractual consequence of notice shortfall. Contractual dues were paid, including basic salary for the notice period, leave encashment and gratuity, stated to aggregate to INR 4,58,295/-, as reflected in the annexure to the Separation Letter.

16. On the Petitioner's reliance on performance appraisals and increments, it is urged that Clause 17 does not condition separation on performance, and a satisfactory record cannot negate the contractual right of separation.

17. On the objection relating to the signatory of the Separation Letter, it is submitted that employment is with Respondent No. 2 as an entity; the

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[2] (2005) 6 SCC 657.

CEO's signature on the appointment letter does not mandate that only the CEO may issue subsequent communications. The Separation Letter issued on company letterhead by the Vice President (Human Resources) is asserted to be valid, and no contractual/statutory bar is shown.

18. The allegations of *mala fides* and a "premediated plan" are denied as unsupported. It is submitted that internal administrative decisions regarding reporting structure, access control and corporate cards are operational matters and do not render an otherwise contractual separation punitive or unlawful.

Analysis and findings

Maintainability and the proper bounds of mandamus

19. Since counsel have addressed the matter on merits at length, this Court proceeds to examine the challenge without recording a conclusive finding on the preliminary objection of maintainability. For the purposes of the present case, it is assumed in the Petitioner's favour that the petition is not liable to be rejected at the threshold on the ground that NSDC is not "State" within the meaning of Article 12 of the Constitution. Even on that assumption, no case for interference under Article 226 is made out for the reasons recorded hereafter. It is clarified that the question of NSDC's amenability to writ jurisdiction, and the preliminary objection founded thereon, are left open.

20. The jurisdiction of this Court under Article 226 is a public law remedy. Ordinarily, it is invoked to enforce public duties and to correct public law wrongs. While Article 226 is not textually confined to authorities falling within Article 12, and may in an appropriate case extend to "any person", the relevant enquiry remains the same: whether the duty sought to

be enforced bears a public law character and whether the impugned action attracts public law review. The identity of the Respondent, by itself, is not determinative.

21. In ***Binny Ltd****.,* the Supreme Court explained that mandamus is directed to compel performance of a public duty, and that private law rights arising purely out of contract are not, as a rule, enforced through writ jurisdiction. The Court cautioned that even where an entity has a public interface, the writ remedy does not become a substitute for ordinary civil and contractual remedies. The touchstone is the nature of the obligation sought to be enforced.

22. The same principle was reiterated in ***K.K. Saksena v. International Commission on Irrigation and Drainage***,[3] where the Supreme Court emphasised that writ jurisdiction is not intended to adjudicate disputes founded essentially on private contractual obligations, particularly in the domain of employer-employee relationships, unless the impugned action demonstrably involves a public law element or enforcement of a public duty.

23. There is a further, but limited, facet to the maintainability analysis. The Supreme Court has recognised that contractual matters are not per se excluded from Article 226, particularly where the challenge is grounded in arbitrariness, unreasonableness, or breach of public law standards. At the same time, the Court remains circumspect where the dispute turns substantially on disputed questions of fact, or where the relief sought is, in substance, specific enforcement of a contract of employment.[4]

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[3] (2015) 4 SCC 670.

[4] ***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.

24. Tested against these principles, the present petition encounters a serious legal difficulty. The Petitioner seeks setting aside of the communication of cessation of employment and reinstatement in service. On the Petitioner's own case, the relationship is governed by a Letter of Employment, and the separation is assailed as unfair, *mala fide*, and unauthorised. The foundation of the claim is therefore a contested severance of an employment relationship resting primarily in contract. Even assuming, for the purposes of this case, that the petition survives the threshold objection on Article 12, the nature of the relief sought and the character of the dispute do not warrant a writ of mandamus directing reinstatement, for the reasons that follow in the merits analysis.

Nature of the impugned act: separation simpliciter under Clause 17

25. Clause 17 of the Letter of Employment governs "Separation" after confirmation. It permits either party to terminate the appointment by giving two months' notice in writing. It also provides that, if the notice period is not served, the party must compensate the other by paying the basic salary amount for the shortfall.

26. The Separation Letter dated 10th August, 2022 expressly states that it is issued with reference to Clause 17 and that the Petitioner's employment "stands terminated as per Clause 17" with effect from 11th August, 2022. It also states that the full and final settlement would be processed in accordance with Clause 17 and applicable company policies. The letter, on its face, therefore effects severance by invoking the contractual notice clause.

27. The Petitioner urges that the letter is self-contradictory because it uses the expression "terminated" while invoking "separation". This submission

does not advance the challenge. In employment contracts, "separation" is a descriptive umbrella term for cessation of the relationship. The juridical character of the action is determined by its legal source and operative basis, not by the presence of a particular word in one sentence. On a plain reading, the letter roots itself in Clause 17, which is a notice or notice-pay mechanism. It does not contain any imputation, does not refer to misconduct, does not record any adverse finding, and does not predicate severance on any breach or disciplinary foundation. The absence of any charge, show-cause, inquiry reference, or stigmatic recital reinforces that the act is a contractual severance simpliciter under the notice clause.

28. The Petitioner's reliance on Clause 18 ("Termination") proceeds on a misreading of the contractual framework. Clause 18 is a distinct species of termination, enabling immediate severance for "material breach", either irremediable or not remedied after notice. The impugned letter does not purport to act under Clause 18. The record placed before this Court also does not disclose the contractual preconditions associated with a Clause 18 action, such as a breach notice, an opportunity to cure, or even a contemporaneous articulation of the alleged breach. In these circumstances, the Petitioner's attempt to re-characterise a Clause 17 separation as a Clause 18 breach-termination is not borne out from the text, context, or legal effect of the Separation Letter.

29. Even in service jurisprudence where public law standards apply, the distinction between a termination founded on misconduct and a termination simpliciter turns on whether any stigma or punitive foundation is embedded in the order. A non-stigmatic order which operates by reference to a contractual or policy mechanism is ordinarily tested by its operative terms,

not by conjecture as to underlying motives. In the present case, the Separation Letter does not carry any stigma and is expressly anchored to Clause 17. On that footing alone, the Petitioner's challenge to the characterisation of the impugned action fails.

Article 14 and arbitrariness

30. Proceeding further on assumption on maintainability, the enquiry narrows to whether the impugned separation offends the Article 14 standard of non-arbitrariness. On this aspect the Supreme Court has observed that even where the dispute arises out of a pure contract of service and there is no statutory violation, a writ petition against the State or its instrumentality remains maintainable, though in a restricted arena, where the challenge is founded on violation of Article 14 standards of fairness, reasonableness and non-arbitrariness.[5]

31. However, in this limited judicial review, the Court does not test the validity of contractual terms as if they were statutory provisions; the scrutiny is confined to the decision-making process, i.e., whether the procedure adopted is fair, reasonable, and consistent with the constitutional standard under Article 14.[6] In this context, the Petitioner's grievance of arbitrariness substantially proceeds on two allied planks: first, that the separation was effected in breach of the principles of natural justice and is stigmatic in effect; and second, that the decision is vitiated by *mala fides*, being the culmination of a premeditated plan to remove him. These aspects are examined as follows.

Natural justice and stigma

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[5] ***Shilekha Vidyarthi (Kumari) v. State of U.P.*** (1991) 1 SCC 212.

[6] ***Mohammad Jafor Ali Mollah v. Director General of Civil Aviation & Ors.*** 2023: DHC:4881-DB.

32. The demand for a prior hearing and a disciplinary process proceeds on a basic premise. It presupposes that the impugned act is punitive in character, founded on allegations, or casts a stigma that travels with the employee. That premise does not fit the present record. The Separation Letter, read as a whole, invokes Clause 17 and effects a severance by notice or notice pay. It does not attribute any misconduct, it does not record any finding, and it does not even advert to an alleged breach. On the settled distinction between "motive" and "foundation", a termination simpliciter does not attract the discipline of natural justice merely because the employee apprehends that it was triggered by internal displeasure. The test is whether the order is founded on an imputation and whether it conveys, expressly or by necessary implication, a conclusion adverse to character or conduct.

33. A reminder of an existing covenant, without any accusation of breach or wrongdoing, is protective in nature. It does not convert a Clause 17 severance into a punitive order, nor does it carry the imprint of stigma in the sense recognised by law.

34. Once the act is correctly characterised as a Clause 17 separation simpliciter, the insistence on natural justice cannot be sustained as a free-standing entitlement. A pre-decisional hearing ordinarily attaches where the employer acts in an adjudicatory mode, evaluates allegations, and returns a conclusion that visits the employee with penal consequences. Nothing of that kind is reflected here. If the Petitioner's complaint is that the contractual notice requirements were not met, the appropriate consequence is contractual. It does not, by itself, transmute the dispute into a public law challenge requiring a disciplinary process.

Mala fides and the "premeditated plan" narrative

35. Allegations of *mala fides* are serious. Courts insist on clear pleadings, specific particulars, and a demonstrable nexus between the alleged ill-will and the impugned act. Suspicion is not proof. A sequence of events, even if it appears unkind or abrupt, does not justify a judicial finding of *mala fides* in the absence of cogent material.

36. Tested against that standard, the Petitioner's narrative does not cross the threshold. Recasting of reporting structures, blocking of portal access, instructions regarding the corporate card, or delays in leave processing are, at best, matters of internal administration. They may form the basis of a grievance. They do not, however, establish that the separation letter is colourable or punitive in disguise. What is absent is more telling than what is asserted. There is no disciplinary trigger on record, no show-cause, no charge, no breach notice, and no contemporaneous material showing that Clause 17 was pressed into service as a camouflage to impose a penalty.

37. The coincidence of dates also does not take the matter further. The fact that leave was sanctioned on 10th August, 2022 and the Separation Letter bears the same date does not create an immunity against severance under a contractual notice clause. Leave sanction acknowledges the existence of leave credit and the permissibility of availing it in accordance with policy. It does not operate as a restraint on the employer's contractual right to effect separation under Clause 17. At the highest, such facts may be relevant in a private law forum examining consequential monetary claims. They do not, on their own, render a Clause 17 separation unlawful or constitutionally infirm.

Competence and signature on the Separation Letter

38. The Petitioner's objection on competence proceeds on a simple

syllogism. Since the CEO signed the initial appointment documents, the CEO alone could have signed the Separation Letter. That inference does not follow from any contractual term shown to this Court. The right to separate under Clause 17 is a contractual right of the employer as an institution. The identity of the signatory becomes material only if the contract or the applicable policy expressly confines that act to a named office-holder, or if the Petitioner demonstrates that the issuer lacked authority to act for the employer.

39. The Letter of Employment and the appointment communication do not stipulate that a separation under Clause 17 must necessarily be issued only under the CEO's signature. In corporate functioning, acts of the company are carried out through officers acting for and on behalf of the company. A communication issued on the company's letterhead by a senior HR functionary is not rendered void merely because the CEO has not signed it, unless a contractual restriction or a demonstrated want of authority is established. The burden to show such restriction or want of authority lies on the person who asserts it. The Petitioner has placed no contractual clause, board resolution, or policy provision that reserves Clause 17 separations exclusively to the CEO.

40. The position becomes even clearer when the nature of the impugned act is kept in view. This is not an adjudicatory or disciplinary determination requiring a specified statutory "disciplinary authority". It is a notice-based separation contemplated by Clause 17. In that setting, what matters is whether NSDC exercised the contractual power in accordance with the clause, not whether the CEO personally signed the letter. So long as the letter is issued on behalf of NSDC by an officer who ordinarily handles

employment administration, the objection on signature does not sustain judicial interference. Principles of corporate agency and the presumption of regularity in internal management reinforce this position, absent specific proof to the contrary.

Conclusion

41. On an overall assessment, even if the preliminary objection founded on Article 12 is kept aside and the petition is tested on merits, the Petitioner does not establish any public law infirmity or arbitrariness warranting interference under Article 226. The Separation Letter is expressly traceable to Clause 17 of the Letter of Employment, which permits a notice or notice-pay separation. On the material placed before this Court, the separation is not shown to be punitive in substance, nor is it accompanied by any stigma, adverse finding, or adjudication of misconduct. The plea of *mala fides* rests substantially on a narrative of internal administrative events and timing. That, without a demonstrable disciplinary foundation or a clear public law taint such as manifest arbitrariness, colourable exercise, or discriminatory treatment, does not meet the threshold for judicial review in writ jurisdiction. The competence objection based only on the absence of the CEO's signature also does not survive scrutiny, no contractual restriction or want of authority having been shown.

42. The petition is accordingly dismissed. All pending applications, if any, are disposed of.

SANJEEV NARULA, J

JANUARY 17, 2026/*MK*