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

+ **W.P.(C) 13408/2023**

KINSHUK MAHANTY & ORS.

.....Petitioners

Through: Mr. Manoj Mishra, Mr. Vishesh Jain
and Mr. Rajesh Gupta, Advocates

versus

OIL AND NATURAL GAS CORPORATION LIMITED & ORS.

.....Respondents

Through: Mr. Abhishek Puri, Ms. Surbhi Gupta
& Mr. Sahil Grewal, Advocates for
R-1 to R-12.

Mr. Satya Ranjan Swain, CGSC with
Mr. Kautilya Birat, Mr. Ankush
Kapoor & Mr. Vishwadeep, Advs. for
R-13.

Mr. Virender Pratap Singh Charak &
Ms. Shubhra Parashar, Advs. for R13.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

09.01.2026

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1. This petition under Article 226 of the Constitution seeks, in substance, two sets of directions: first, a mandamus to regularise or absorb the Petitioners, who were engaged as fixed tenure Field Executives pursuant to Advertisement No. 3/2008 (R&P); and second, a mandamus directing parity in salary, promotional avenues and allied service benefits with regular executives of the Respondent Corporation, particularly Graduate Trainees (E-1 level) recruited in the same period.

2. The relevant facts are largely undisputed. In 2008, the Respondent issued an advertisement for recruitment of 250 fixed tenure Field



Executives. The engagement was on consolidated remuneration (Onshore: INR 45,000/-; Offshore and North-East: INR 48,000/-), with the advertisement and the offer terms clarifying that the engagement was contractual, fixed-term, and not a route to absorption in the regular cadre.

3. In the same year, the Respondent issued a separate advertisement for recruitment of Graduate Trainees, described as the entry-level route to the regular executive cadre, carrying a basic pay of INR 24,900/- (with dearness allowance and other admissible components as per the applicable structure).

4. The Petitioners were selected as tenure-based Field Executives through an All-India written test followed by interview, and were issued appointment letters on the terms and conditions extracted in the record. Those terms leave little room for ambiguity. The tenure was “*for a maximum period of four years*”, coming to an end automatically on completion of the period, without further notice, subject to the possibility of fresh engagement depending on requirement and satisfactory performance. Pertinently, the offer letter required the appointee to sign an undertaking that “*engagement on tenure basis will not entitle*” the appointee “*for any regular employment*” and that “*no claim*” seeking regularisation based on tenure engagement would be preferred. The remuneration was consolidated, with a notional “*tenure pay*” indicated for limited reimbursement purposes, and the letter specified, with equal clarity, that no benefits beyond those enumerated would be admissible.

5. Mr. Manoj Mishra, counsel for the Petitioners, makes the following submissions in support of the Petitioner’s prayer:

5.1. Although the initial engagement was described as tenure-based and non-absorbable, in practice, it acquired the attributes of regular service. The



Petitioners were appointed in 2009 pursuant to Advertisement No. 3/2008 (R&P), through a national level written examination followed by interview, and that their tenure was thereafter extended repeatedly over an uninterrupted period of about 16 years, without any interim protection from a court. Such long and continuous engagement shows that the work was neither transient nor genuinely project specific. The Petitioners were deployed at established operational units of the Respondent, including drilling rigs, production installations, refineries and plants, and were utilised as substitutes or relievers for regular executives, thereby discharging duties broadly comparable to those performed by Graduate Trainees in the regular executive cadre.

5.2. On this footing, the Respondent cannot maintain a rigid segregation between “*tenure*” and “*regular*” personnel when, on the ground, the Petitioners were deployed for core and continuing functions. The designation “*Field Executive*” was used to create a separate tenure stream primarily as a cost-containment device, despite the work being of a continuing operational character. The Respondent had a practice of recruiting regular Graduate Trainees through campus selections between 2008 and 2016. Thus, while the regular cadre expanded, the Petitioners continued to be retained for comparable operational work without access to cadre benefits, promotional avenues or pay progression.

5.3. A wage disparity emerged over time. The Petitioners, even after about 14 years of continuous service, received only consolidated remuneration, stated to be approximately INR 87,990/- (Onshore), INR 92,490/- (North East), and INR 93,490/- (Offshore) per month, whereas regular executives appointed in and around 2009 allegedly draw salaries in the range of INR



3,10,000/- per month. This, it is submitted, is not a mere incident of different pay structures but a case of unequal treatment for substantially similar work, offending Articles 14 and 16 of the Constitution. There is also violation of Article 21 as prolonged engagement under a tenure label, despite continuous service and comparable work, results in insecurity of tenure and denial of dignity and fair conditions of service.

5.4. Reliance is placed on the Constitution Bench decision in ***Secretary, State of Karnataka & Ors. v. Umadevi (3) & Ors.***¹ to submit that the Respondent's rejection of the Petitioner's representation solely on the ground that the Petitioners did not opt for regular recruitment is legally misconceived. The proper inquiry, consistent with ***Umadevi***, is whether sanctioned posts existed, whether vacancies were available, whether the Petitioners possessed the requisite qualifications, and whether their initial entry was through a process bearing the attributes of open and fair selection. The Petitioner's entry was not '*back door*' in character, since it followed a national examination and interview. At the highest, the Petitioner's appointment can be termed as '*irregular*', capable of being regularised, and not an '*illegal*' entry beyond the zone of permissible relief. It is contended that the tenure model, as operated, undermines the constitutional scheme governing public employment.

5.5. Reliance is also placed on ***Central Inland Water Transport Corporation Ltd. v. Brojo Nath Ganguly***² to contend that the Respondent, being an instrumentality of the State, cannot enforce contractual terms in a manner that is unfair, unreasonable or arbitrary. On this basis, they submit

¹ (2006) 4 SCC 1.

² (1986) 3 SCC 156.



that the undertaking clause and the no absorption stipulation cannot be treated as conclusive where the Respondent allegedly continued to extract regular work for years, deployed the Petitioners alongside regular executives in operational roles, and thereby entrenched a sustained inequality in pay and service benefits. They submit that the rejection order dated 12th January, 2023, passed by the Office of Executive Director – Chief, Employee Relations, is vitiated for treating the tenure label as determinative, without addressing the substance of the engagement and the governing constitutional and service law principles.

6. Mr. Abhishek Puri, counsel for Respondents No. 1 to 12, opposes the petition and contends as follows:

6.1. The Petitioners were never appointed to any regular cadre post and their engagement was consciously structured as a fixed-term, contractual arrangement to meet fluctuating manpower requirements linked to work plans under the New Exploration Licensing Policy. The terms of engagement, including the maximum tenure, consolidated remuneration and service conditions, were expressly stipulated in the offer letters. The Petitioners accepted those terms with full knowledge and executed an undertaking acknowledging that the tenure engagement would not confer any right to regular appointment and that no claim for regularisation would be raised on that basis. In these circumstances, the Petitioners cannot seek a writ commanding the Respondent to confer a status that the engagement itself excluded.

6.2. A regular recruitment channel existed contemporaneously. In the same time period, ONGC issued recruitment notifications for Graduate Trainees, the entry level in the regular executive cadre, for which the



Petitioners were eligible. They, however, chose not to participate in that process. Having declined the regular route of entry, they cannot now seek absorption through judicial direction by relying upon the longevity of their contractual engagement.

6.3 The claim for pay parity proceeds on an incorrect assumption of identity of work and responsibility. Regular executives, including Graduate Trainees, are subject to All-India transfers and carry broader accountability. They are required to undertake supervisory, administrative, reporting and coordination functions and exercise controls over personnel and operational decisions, whereas tenure-based Field Executives are deployed to meet specific field requirements within a more limited functional domain and do not perform the full range of executive responsibilities. The difference in role, accountability and service conditions provides a rational basis for distinct pay structures and defeats any claim founded on Articles 14 and 16 of Constitution of India.

Analysis

7. The Petitioners seek two broad reliefs. First, a mandamus to ‘regularise/absorb’ tenure-based Field Executives into regular posts with consequential service benefits. Second, a direction for pay parity and non-discrimination in salary, progression and benefits with regular executives (Graduate Trainees and those appointed around the same period). The controversy turns on the limits of judicial power in matters of public employment, and the legal consequences of a consciously structured fixed-term engagement accepted by the Petitioners with an express a no absorption undertaking.

8. *Regularisation/Absorption*



8.1. The starting point is the nature of the initial engagement. The appointment letters do not describe the Petitioners as probationers or regular appointees in a cadre. They spell out, in clear terms, a fixed tenure, consolidated remuneration, and a contractual framework under which the tenure “*comes to an end*” automatically upon expiry, unless the employer considers a fresh engagement. The terms also contain an undertaking clause that the tenure engagement “*will not entitle*” the incumbent to regular employment and that “*no claim*” for regularisation based on tenure engagement shall be preferred.

8.2. The Petitioners have argued that their long continuation through extensions has, in substance, converted the arrangement into regular service, and that the label “*Field Executive*” was only a device for cost saving. Courts do examine substance over form where a label is used to defeat constitutional protections. However, in public employment, the decisive limitation is different. Even if the employer has taken work for a long period, the Court cannot convert a contractual engagement into regular cadre appointment by judicial fiat if that conversion would bypass the constitutionally mandated route of recruitment.

8.3. The Constitution Bench of the Supreme Court in ***Umadevi*** draws a firm line. Public posts are to be filled through a process consistent with Articles 14 and 16. Courts do not create posts, nor do they direct regularisation as a routine remedy merely because a person has worked for long or has been continued through extensions. The one-time measure adverted to in ***Umadevi*** was not a general licence to regularise all long-serving contractual employees. It was confined to a narrow class, and even that subject to strict conditions, including that the engagement must be



against duly sanctioned vacant posts and must not be an illegal entry. Later decisions have repeatedly clarified that longevity of service, by itself, does not mature into a right to absorption, and that regularisation cannot be used as an alternative route to public employment.

8.4. Tested on that yardstick, the Petitioners' case does not cross the threshold for a writ of mandamus. The Petitioners do not demonstrate that they were appointed against sanctioned cadre vacancies in the regular executive structure, or that posts were earmarked for them and kept vacant but filled through tenure engagement. Their engagement was framed as a separate tenure category with its own compensation structure and service conditions. The Petitioners may have entered through a written test and interview, but that does not answer the real question. Regularisation is not decided only by the manner of initial selection. It is decided by whether a court can, without undermining the equal-opportunity principle, compel the State instrumentality to confer permanent status in a cadre where entry is otherwise regulated through notified recruitment.

8.5. The Petitioners emphasise that ONGC simultaneously recruited regular Graduate Trainees through campus processes and contend that this reveals sanctioned posts and vacancies. The argument is not decisive for two reasons. First, the existence of a regular recruitment channel undermines rather than supports the prayer for absorption. If regular cadre posts were being filled through a known channel, a judicial direction absorbing tenure appointees would place them ahead of others who would be entitled to compete for the same posts, and would therefore offend Articles 14 and 16 of the Constitution of India. Second, the Court cannot treat campus recruitment as a concession that tenure engagement was a disguised regular



cadre arrangement. At the highest, it shows that the employer operated two distinct streams. That distinction, even if debated on policy, cannot be collapsed by a writ directing absorption, unless the Petitioners establish that the separation itself was unconstitutional in law. Mere assertion of ‘*cost cutting*’ does not substitute the required legal foundation for such a drastic remedy.

8.6. The Petitioners also contend that their work was not project-specific and that they were deployed at existing installations. Even if that factual assertion is accepted at face value, it still does not carry the Petitioners to a right of regularisation. Deployment at a continuing establishment does not, by itself, transform a contractual tenure into a regular cadre appointment.

8.7. The Petitioners rely on ***Brojo Nath*** to contend that contractual stipulations imposed by a State instrumentality must be fair and non-arbitrary. The proposition is unexceptionable. However, that principle cannot be stretched to compel creation of permanent service status contrary to the public employment framework. ***Brojo Nath*** addressed unconscionable contractual power and an oppressive termination clause in a different context. Here, the no absorption term is not a hidden trap sprung after entry. It is an upfront condition of engagement, applied uniformly to all tenure appointees, and aligned with the constitutional rule that public posts are not to be filled by informal conversion of contractual staff into regular cadre appointees.

8.8. The impugned order dated 12th January, 2023, rejects the representation substantially on the premise that the Petitioners did not enter the regular cadre through the regular recruitment process. That reasoning is not contrary to ***Umadevi***. It reflects the basic constitutional limitation that



regularisation cannot become a parallel mode of appointment. The Petitioners' attempt is, in substance, to secure a permanent cadre status without undergoing the recruitment route meant for such cadre posts. A Writ Court cannot grant that relief.

9. *Pay parity and 'equal pay for equal work'*

9.1. The Petitioners also invoke Articles 14 and 16 on the footing that they perform similar work as Graduate Trainees and regular executives but receive consolidated remuneration far below the regular scale. The doctrine of '*equal pay for equal work*' is not an abstract slogan. It is applied on a strict comparison of the nature of duties, the level of responsibility, the degree of accountability, service conditions and functional requirements. Courts also recognise that difference in mode of recruitment, tenure security, transfer liability, supervisory functions and organisational accountability can constitute a rational basis for separate pay structures.

9.2. On the material placed on record, the Respondents have articulated a distinction which cannot be brushed aside as illusory. Regular executives are part of a cadre, are subject to All-India transfers, and carry broader supervisory, administrative and coordination obligations. Tenure Field Executives are engaged on a consolidated package for field deployment, with a different set of service incidents and a different employment architecture. Once those differentiating features exist, the Court would not treat the two classes as identically situated for pay parity by simply comparing some operational tasks performed at the entry stage. Similarity of certain field functions is not enough when the overall responsibility profile and service conditions are materially different.

9.3. Even otherwise, the Petitioners' claim, as framed, effectively seeks re-



writing of compensation structures by a judicial command. That is not the function of a Writ Court, absent a clear case of hostile discrimination between equals. The Petitioners have not demonstrated that tenure Field Executives are performing the same role, at the same level, with the same accountability, under the same service incidents, as regular executives, and are still denied parity. In the absence of that foundation, the parity claim cannot be granted.

10. *Effect of long continuance*

10.1. The Court is conscious that the Petitioners have rendered long service through repeated extensions, and that such continuity can create legitimate expectations in ordinary employment. However, in public employment, legitimate expectation *per se* cannot override proper public service recruitment process of entry into a cadre.

Conclusion

11. For the reasons recorded above, the Petitioners fail to establish a legal right to regularisation or absorption. The undertaking and tenure terms do not, by themselves, defeat constitutional review, but the relief sought is barred by the settled limits of judicial power in public employment and the discipline laid down by the Constitution Bench of the Supreme Court in *Umadevi*. The claim for pay parity also fails for want of demonstrated identity of role, responsibility and service conditions.

12. Accordingly, the writ petition is dismissed.

SANJEEV NARULA, J

JANUARY 9, 2026/hc