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

+ **W.P.(C) 17030/2025 & CM APPL. 11393/2026**

DR GOPAL JHA AND OTHERS

.....Petitioners

Through: Mr. Amar Nath Saini, Dr. Nishesh Sharma, Mr. Lakshay Aggarwal, Mr. Aaryan Yadav, Mr. Himanshu Mishra, Mr. Ajay Lakra and Ms. Pavitra, Advocates

versus

GOVT OF NCT OF DELHI AND ANR.

.....Respondents

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

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

% **18.02.2026**

CM APPL. 11392/2026 (seeking disposal of stay application)

1. The Petitioners rely on order dated 12th January, 2026, passed by the Supreme Court in SLP (C) No. 534/2026, titled ***Dr. Gopal Jha & Ors. v. Govt. of NCT of Delhi & Anr.***, and seek an early disposal of the interim stay application.

2. With the consent of counsel for the parties, the main writ petition is called on board today itself. Therefore, no separate order on the interim stay application is considered necessary. Accordingly, the application stands disposed of.

W.P.(C) 17030/2025

3. The Petitioners are medical practitioners who have, over different



spells since 2016, been engaged at “*Aam Aadmi Mohalla Clinics*” (“*AAMCs*”). On 30th October, 2025, the Respondents issued notices terminating their empanelment. The Petitioners challenge that termination and seek, *inter alia*, setting aside of the termination notices and a restraint against the Respondents from discontinuing their engagement.

4. The pleadings and submissions advanced by the counsel bring the dispute into a narrow compass. The Petitioners describe the engagement as contractual or ad-hoc employment and rely upon the continuity of their engagement over the years and the nature of duties performed by them to contend that the arrangement is, in substance, one of employment. The Respondents maintain that this was not employment at all, but empanelment on agreed terms, remunerated per OPD registration, and expressly terminable on notice. The Respondents also state that the Mohalla Clinic framework is being replaced by engagement under PM-ABHIM for “*Ayushman Arogya Mandirs*” (“*AAMs*”), and that the Petitioners have no enforceable right to insist on continuation of the earlier arrangement.

5. The Court must test these rival positions against the terms that governed the relationship. Otherwise, the Court would be substituting its own arrangement for the one the parties adopted. The empanelment agreement does not read like an appointment order. It fixes remuneration on a per-patient basis at INR 40/- for each OPD registration and, to cushion daily fluctuations, mentions a minimum assured patient count of 75 per day. It then draws clear lines around what the arrangement is not. It excludes service benefits such as leave, allowances, EPF/ESI and medical reimbursement. It states, in terms, that no right accrues to seek regular appointment. It also permits the empanelled doctor to undertake private



work after clinic hours. The latest extended term was from 1st April, 2025 to 31st March, 2026, and it may end earlier if new manpower is appointed for AAMs. Finally, it reserves to the competent authority the right to terminate the empanelment, without reasons, by giving one week's advance notice.

6. This contractual framework is decisive. It frames the legal character of the relationship. The Petitioners describe the arrangement as employment. However, whether the arrangement is closer to a service tenure or a professional empanelment is not decided by labels. It is to be decided by the incidents of the engagement, such as the mode of remuneration, entitlement to leave and service benefits, exclusivity, right to private practice, and the degree of control.

7. A '*contract of service*' carries the marks of a service tenure. It ordinarily involves salary, service conditions, integration into the employer's establishment, and a degree of control that goes beyond setting outcomes and extends to the manner of working. A '*contract for services*' is entirely different. The engager fixes deliverables and standards, but does not assume the role of an employer in the service law sense.

8. The Supreme Court, in *Shri Chintaman Rao & Anr. v. State of Madhya Pradesh*¹, treated piece-rate remuneration and the absence of real control over the manner of work as inconsistent with an employer-employee relationship. In *Shankar Balaji Waje v. State of Maharashtra*², the Court again explained that a relationship does not turn into "*employment*" merely because work is done in premises or with material provided by the other side. What matters is whether the engager exercises the kind of control and

¹ 1958 SCC OnLine SC 83.

² 1961 SCC OnLine SC 366.



supervision that service law recognises as employment.

9. This case has its own texture because the Petitioners are doctors, and a public clinic cannot run without timings, protocols, and minimum standards. The presence of such stipulations does not, by itself, convert empanelment into service tenure. A hospital may insist on duty hours, discipline, and ethical rules, but that is compatible with a professional engagement too. Here, the features cumulatively speak in one direction: payment is linked to patient footfall, not a fixed monthly wage; the agreement excludes the usual service incidents; the Petitioners are permitted to practise privately after clinic hours; and the document expressly shuts the door on any claim to regular appointment. Taken together, the arrangement operates as a time-bound professional engagement to provide services, not as appointment to a civil post with protected tenure.

10. The Petitioners, in substance, seek a continuing mandamus that would compel the Respondents to keep the arrangement alive. In ***State of U.P. & Ors. v. Bridge & Roof Co. (India) Ltd.***³, the Supreme Court cautioned against using writ proceedings to enforce contractual claims. In ***State of Bihar & Ors. v. Jain Plastics & Chemicals Ltd.***⁴, the Court reiterated that when the dispute is rooted in contract, the parties must ordinarily pursue remedies in the manner the law provides, and writ jurisdiction is not used as a parallel forum for contractual enforcement.

11. Thus, Courts ordinarily do not specifically enforce contracts of personal service, except in recognised categories where statutory protection or constitutional safeguards attach to a public post. Where those features are

³ (1996) 6 SCC 22.

⁴ (2002) 1 SCC 216.



absent, the Court does not convert a contractual arrangement into an enforceable tenure. That is not a matter of discretion alone. It reflects the settled boundary between public law remedies and private law enforcement.

12. Petitioners also cannot invoke Article 14 review to rewrite the bargain. This provision is meant to check arbitrariness and misuse of power, not to convert a time-bound or terminable arrangement into a protected tenure. Where the governing instrument permits termination on notice, the Petitioners must therefore show something more than hardship or long association.

13. At the same time, it must be acknowledged that even in contractual matters, State action does not stand outside constitutional scrutiny. The inquiry under Article 14, however, remains a confined one, limited to examining whether the exercise of contractual power is vitiated by arbitrariness or was exercised for an improper purpose, in a discriminatory manner, or in defiance of a binding policy or statutory constraint.

14. Tested on that touchstone, the challenge cannot succeed. The agreement itself contemplates severance if new manpower is appointed for the AAMs, and also contains a termination clause permitting disengagement on one week's advance notice. The Respondents state that the termination was necessitated by a shift in the healthcare delivery model. Courts do not sit as selecting authorities or administrative planners for such restructuring. Judicial review intervenes only where the decision is shown to be vitiated by *mala fides*, discrimination, or breach of a statutory mandate.

15. The Petitioners rely heavily on long association and the public value of the work performed. That explains hardship, but it does not, without more, establish that the termination was colourable, punitive in disguise, or



targeted. The Supreme Court has repeatedly held that long continuation on ad-hoc or temporary arrangements does not, by itself, ripen into a right to be continued or regularised.⁵ Administrative convenience may explain repeated extensions, but the law does not allow a court to create tenure where the governing terms deny it.

16. The prayer for a blanket restraint against discontinuation cannot be granted. It would, in substance, compel continuation of an arrangement which the parties themselves framed as time-bound and terminable on notice. It would also draw the Court into day-to-day staffing choices at a moment of policy transition.

17. For the reasons discussed above, the writ petition is dismissed, along with any pending application(s).

18. The date already fixed i.e. 22nd April, 2026 stands cancelled.

SANJEEV NARULA, J

FEBRUARY 18, 2026/hc

⁵ See: *Secretary, State of Karnataka & Ors. v. Umadevi (3) & Ors.* (2006) 4 SCC 1.