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

+ **W.P.(C) 17620/2025 & CM APPL. 72757/2025**

ANANNYA BANIK

.....Petitioner

Through: Ms. Ritu Jain, Mr. M. N. Singh & Ms.
Sreedhi Nair, Advocates.

versus

DIGITAL INDIA CORPORATION AND ANRRespondents

Through: Ms. Apoorva Khosla, SPC.
Mr. Ayush Kasana, GP with Ms.
Bhawna, Advocates for R-2.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

28.01.2026

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1. The Petitioner was employed with Respondent No. 1 at its Delhi office located in the CGO Complex, Lodhi Road, as Manager (Help Desk) under letter of contract dated 11th August, 2023. The engagement was for a fixed tenure of two years, with a stipulation that any extension would depend upon specified project requirements and the Petitioner's performance being found satisfactory. The remuneration was a consolidated "cost to company" package, inclusive of all benefits applicable to the contractual assignment. The letter of contract was accompanied by detailed terms and conditions (Annexure-1).

2. The Petitioner asserts that she discharged her duties continuously, without break, from the date of joining. She claims to have handled supervisory and monitoring responsibilities in relation to the PAN-India



project “Mera Yuva Bharat”, including oversight of a third-party vendor in Chhattisgarh. She relies upon her first performance appraisal, stated to be excellent, and the enhancement of her emoluments in April, 2024, to contend that her performance remained satisfactory.

3. She is aggrieved by the termination of her engagement communicated vide the impugned letter dated 10th November, 2025, and challenges it as illegal, arbitrary and discriminatory, besides being violative of Articles 14 and 21 of the Constitution of India. Her principal grievance is that the termination is stigmatic and punitive in effect, entails civil and pecuniary consequences, and having been effected without any show-cause notice or enquiry, is unsustainable in law. It is further contended that the Respondents were, in any event, at liberty to terminate the contractual engagement in accordance with the contract without casting any aspersion, and therefore ought not to have adopted a course that attaches stigma to the Petitioner.

4. In the course of hearing, counsel for the Petitioner makes a limited and pragmatic request. It is submitted that if the Respondents agree to issue a termination-cum-relieving communication which is discharge simpliciter and does not contain any stigma or adverse aspersion, the Petitioner is willing to give up the claim for reinstatement as well as all monetary reliefs, save and except her statutory entitlements towards provident fund and such gratuity, if any, as may be payable in accordance with law.

5. Counsel for the Respondents, on instructions, states that in view of the Petitioner giving up her claim for reinstatement and other monetary reliefs, the Respondents agree to issue a simpliciter termination-cum-relieving letter, without any stigma or aspersion, within one week. It is further stated that the requisite documentation for processing release of provident fund



shall also be issued in accordance with law.

6. In light of the foregoing consensual arrangement, and without expressing any opinion on the merits of Petitioner's allegations, the present petition is disposed of with the following directions:

(i) The Respondents shall issue a termination-cum-relieving letter within one week from today, treating the disengagement as discharge simpliciter, and the said communication shall not contain any adverse remark, aspersion, or stigma against the Petitioner.

(ii) The Respondents shall issue all necessary documentation for processing release of the Petitioner's provident fund, in accordance with law.

(iii) If, on the applicable contractual terms, the Petitioner is found entitled to gratuity, the same shall be considered and dealt with by the Respondents in accordance with law. In the event gratuity is denied, the Petitioner shall be at liberty to take recourse to appropriate remedies against such decision, in accordance with law. All rights and contentions of the parties to that limited extent are left open.

7. The petition is disposed of in the above terms. Pending applications, if any, also stand disposed of.

SANJEEV NARULA, J

JANUARY 28, 2026/hc