



* 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) 19665/2025, CM APPL. 82079/2025

SH ANKUR GARG

.....Petitioner

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

versus

DELHI TECHNOLOGICAL UNIVERSITY THROUGH ITS VICE
 CHANCELLOR

.....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. The present writ petition raises a claim for regularisation by a contractual employee engaged by Delhi Technological University (“University”) as Junior Office Assistant, and a connected challenge to the decision of the University to proceed with regular recruitment to the post presently occupied by him on contract. The petition, in essence, seeks to convert a long-standing contractual engagement into a right to absorption, and to halt a recruitment process that is otherwise open to the public at large.
2. This petition was heard along with W.P.(C) 10830/2020, titled *Mohd. Ansari & Ors. v. Delhi Technological University*. By a separate judgment pronounced today, that writ petition has been allowed and directions have



been issued in relation to the Petitioners therein. That judgment sets out, at length, the governing principles on regularisation and the narrow corridor in which writ relief may be fashioned without trespassing upon Articles 14 and 16. Those principles are not repeated here. The present case, however, rests on a materially different route of entry into service. That distinction alters the legal character of the engagement at its inception and, for reasons recorded hereafter, places the Petitioner outside the zone of similar relief.

Distinct Factual Background:

3. The Petitioner was engaged by the University as a Junior Office Assistant under an appointment memorandum dated 26th May, 2014. The engagement was expressly contractual and temporary. The initial tenure was limited and subject to extension depending upon administrative requirements.

4. The Petitioner accepted the offer of appointment and joined service. The University extended the contractual engagement from time to time through successive office orders. On that basis, the Petitioner has continued with the University for several years.

5. The Petitioner asserts that the work performed by him is of a continuing nature and forms part of the regular administrative functioning of the University. It is also asserted that the duties discharged by him are similar to those performed by regular incumbents in the same post.

6. The University issued Advertisement No. 03/2025 dated 6th November, 2025 inviting applications to fill several posts, including Junior Office Assistant, through a fresh selection process.

7. Apprehending that the initiation of the said recruitment process would lead to termination of his contractual engagement, the Petitioner submitted a



representation dated 17th November, 2025 requesting that his services be regularised or that he be continued in service in view of his long tenure with the University. The representation was rejected by the University by order dated 19th December 2025.

8. Aggrieved thereby, the Petitioner seeks, among other reliefs, quashing of the order dated 19th December, 2025, a direction for regularisation with consequential benefits, and quashing of Advertisement No. 03/2025 dated 6th November, 2025, including the examination notification dated 19th December, 2025.

Petitioner's Contentions:

9. Mr. Puneet Rathi, counsel for the Petitioner, makes the following submissions in support of the petition:

9.1. The Petitioner's engagement commenced under an appointment memorandum dated 26th May, 2014 issued by the competent authority. The appointment was neither casual nor clandestine and cannot be characterised as a back-door entry. Though described as contractual and initially made for a limited duration, the engagement has been extended from time to time through successive office orders, resulting in uninterrupted service of more than eleven years. The duties discharged by the Petitioner are identical to those performed by regular Junior Office Assistants and that the nature of the work assigned to him is perennial and integral to the functioning of the University.

9.2. The Petitioner has over time been treated as part of regular workforce and extended EPF and other service-related benefits which are ordinarily provided only to regular staff, demonstrating that this engagement was not project-based, but integrated into the institutional framework.



9.3. Addressing a query raised during hearing that the Petitioner's engagement was not preceded by any public advertisement and arose from an individual application made to the University, emphasis is placed on the fact that the appointment memorandum reflects approval by the competent authority. On this basis, the appointment is asserted not to be casual, clandestine, or a back-door entry, and the absence of a public advertisement is said not to render the engagement "*illegal*".

9.4. The engagement, at the highest, could only fall within the category of an "*irregular*" appointment and not an "*illegal*" one, within the meaning of the expression discussed in *Secretary, State of Karnataka & Ors v. Umadevi (3) & Ors*¹. Reliance is placed on recent decisions of the Supreme Court in *Vinod Kumar & Ors. v. Union of India & Ors.*², *Jaggo v. Union of India & Ors.*³, *Shripal & Anr. v. Nagar Nigam, Ghaziabad*⁴ and *Dharam Singh & Ors. v. State of U.P. & Anr.*⁵, to *inter alia* contend that long and uninterrupted service cannot be disregarded merely because the initial appointment was described as temporary or contractual, particularly where there is no allegation of fraud, illegality, or surreptitious entry.

9.5. Reliance is also placed on the Division Bench judgment of this Court in *Pawan Sharma & Ors. v. State of NCT of Delhi & Ors.*⁶, to submit that employees who have rendered long, uninterrupted and blemish-free service against posts essential to the functioning of the establishment cannot be compelled to participate in a fresh recruitment process as though their past

¹ (2006) 4 SCC 1.

² (2024) 9 SCC 327.

³ 2024 SCC OnLine SC 3826.

⁴ 2025 SCC OnLine SC 221.

⁵ 2025 SCC OnLine SC 1735.

⁶ 2025 SCC OnLine Del 8313.



service are of no consequence.

Respondent's Contentions:

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

10.1. The Petitioner's engagement was purely contractual and was never preceded by any public advertisement or open selection process consistent with the constitutional requirements of Articles 14 and 16. The engagement arose from an individual application addressed by the Petitioner to the Vice Chancellor seeking employment in the University.

10.2. The engagement was processed internally in May 2014 as a short-term contractual arrangement to meet immediate administrative requirements. Pursuant thereto, the Petitioner was appointed on contractual basis for a limited duration on consolidated remuneration, pending regular recruitment. The terms of appointment expressly stipulated that the engagement was temporary and would not confer any right to claim extension, absorption or regular appointment.

10.3. The Petitioner's engagement cannot be characterised "*irregular*" in the sense recognised in *Umadevi*, but constitutes an appointment made *de hors* the constitutional scheme governing public employment. Reliance is placed on *State of Karnataka & Ors. v. M.L. Kesari & Ors.*⁷, *State of Orissa & Anr. v. Mamata Mohanty*⁸, *State of Jammu and Kashmir & Ors. v. District Bar Association, Bandipora*⁹, to submit that regularisation cannot be granted where the initial appointment is illegal or contrary to Articles 14 and 16. Continuation on contractual basis, even if prolonged, cannot ripen

⁷ (2010) 9 SCC 247.

⁸ (2011) 3 SCC 436.



into a claim for regularisation where the initial appointment itself was made outside the prescribed recruitment process.

10.4. Reliance on *Vinod Kumar* and *Jaggo* is misconceived. Those decisions, were rendered on materially distinct fact situations, including circumstances of demonstrable discrimination and cases where the employees had, in substance, been treated as part of the regular cadre over a long period. They do not, dilute the controlling discipline of *Umadevi* in cases where the initial engagement itself did not follow an open and competitive recruitment process.

10.5. The University has initiated a regular recruitment process through Advertisement No. 03/2025 to fill the post in accordance with the governing statutory framework and the constitutional mandate of Articles 14 and 16. The Petitioner, who is on contractual basis, having no vested right in the post, cannot seek to restrain or stall such recruitment.

Analysis:

11. The controversy raised in the present petition must be examined against the settled constitutional discipline governing public employment. Those principles have been considered in detail in the judgment delivered today in W.P.(C) 10830/2020 and need not be traversed again. The present case must, instead, be assessed on its own factual footing, since the Petitioner's route of entry into service materially differs from that of the Petitioners in the connected matter, and that difference is determinative.

12. The Constitution Bench in *Umadevi* highlighted that regularisation cannot be permitted to become a parallel avenue of entry into public service. Articles 14 and 16 require public posts to be filled, as a rule, through a

⁹ (2017) 3 SCC 410.



recruitment process that is open, fair and competitive, so that every eligible candidate has an equal opportunity to be considered. For that reason, courts have consistently cautioned that absorption or regularisation cannot be directed where the initial engagement itself bypassed this constitutional framework.

13. Subsequent decisions have, however, clarified that *Umadevi* does not call for a mechanical rejection of every claim by a long-serving contractual employee. The jurisprudence draws a critical distinction between appointments that are “*illegal*” in the sense discussed in *Umadevi*, namely those rooted in a back-door or opaque entry that denies equal access, and appointments that are “*irregular*”, where the route of entry was broadly transparent and public-facing but suffered from procedural imperfections. It was this distinction that informed the relief moulded in W.P.(C) 10830/2020.

14. In that case, the Petitioners had entered service pursuant to public advertisements issued by the University, had participated in a structured selection process, and were continued for years against posts performing continuing and essential functions. Those features placed their entry outside the category of clandestine or back-door engagements targeted in *Umadevi* and justified a direction for consideration within the narrow limits recognised by later precedent.

15. The factual foundation in the present case is, however, materially different. The record does not demonstrate that the Petitioner entered service pursuant to any public advertisement inviting applications from eligible candidates, or through any open selection process conducted by the University. The engagement, instead, traces back to an individual request



made by the petitioner to the Vice-Chancellor and the subsequent internal processing of that request as a contractual arrangement to meet immediate administrative requirements.

16. This feature assumes determinative significance. The constitutional framework governing public employment requires that appointments to public posts be made through procedures that ensure transparency, fairness and equal opportunity. Where the entry into service itself is not preceded by any open invitation of applications or competitive selection process, courts cannot convert such engagement into permanent public employment by directing regularisation.

17. The Petitioner's submission his engagement should nevertheless be treated as merely "*irregular*" cannot be accepted. The category of "*irregular*" appointment presupposes a broadly open and public-facing route of entry, albeit with procedural imperfections. An engagement that begins without any public recruitment process cannot be brought within that exception without diluting the very discipline that *Umadevi* insists upon.

18. It is no doubt true that the Petitioner has continued for a considerable period through successive contractual extensions. However, the law is settled that length of service, by itself, does not cure a constitutionally infirm entry. Prolonged continuation may reflect administrative necessity or institutional convenience, but it does not metamorphose an engagement made outside the constitutional scheme into a lawful appointment capable of being regularised through judicial direction.

19. The Petitioner also assails the initiation of recruitment through Advertisement No. 03/2025 dated 6th November, 2025. That challenge is equally untenable. The decision to fill regular posts through a public



recruitment process is not a wrong to be restrained; it is what Articles 14 and 16 require. Once the Petitioner's initial engagement is found not to have arisen from a process consistent with those constitutional mandates, the University cannot be precluded from conducting a selection open to all eligible candidates. A court must be slow to impede such recruitment merely because a contractual employee presently occupies the post, since any such restraint would, in effect, convert a contractual arrangement into a route of entry into public service, which the law does not permit.

20. The writ petition is, therefore, devoid of merit and does not warrant exercise of this Court's jurisdiction under Article 226 of the Constitution.

21. The petition is accordingly dismissed, along with the pending application.

SANJEEV NARULA, J

MARCH 10, 2026