



2026:DHC:3147



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 3923/2022**

Date of Decision: **06.04.2026**

IN THE MATTER OF:

SH. SATYAVIR SINGH

.....Petitioner

Through: Mr. Yashvardhan Singh Soam,
Advocate.

versus

GOVT OF NCT OF DELHI & ORS.

.....Respondents

Through: Mr Dhruv Rohatgi with Ms
Chandrika Sachdeva & Mr Dhruv
Kumar, Advocates for GNCTD.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

J U D G E M E N T

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

1. The petition is for the following relief:

“a) Issue directions/order against respondents jointly or severally to pay Compensation of Rs. 1,00,00,000/-(Rupees One Crore Only) towards the discrimination, agony and harassment of petitioner on pretext of him being Covid Positive leading to filing of the present petition in the interest of justice.

b) Issue writ in the nature of Quo Warranto to respondents, under which authority the petitioner was removed for the reason of Covid.

c) Issue Writ of Mandamus for reinstatement with all back wages from the date of Petitioner being found Covid Positive I.E 20.04.2021.

d) Direct the respondents to pay cost of the litigation.”



2. It is the case of the petitioner that he was working under Respondent No. 2, i.e., Delhi Transport Corporation (“DTC”). The petitioner claims that during the COVID-19 pandemic, he was exposed to the virus during his employment and contracted COVID-19. He further claims that upon getting infected, he was terminated from service without any prior notice. As per the petitioner, such termination was discriminatory, being solely on account of his having contracted the virus. In these circumstances, the petitioner has approached the Court by way of the present petition.

3. As per the order dated 08.03.2022 passed by this Court, it appears that the petitioner has stated that he shall not press for prayer (a) of the petition. Even on the date of the said order, the issue of maintainability of the writ petition was kept open. It is the position taken by Respondent No. 2, that the petitioner was neither appointed nor terminated by them. Even as per the petitioner’s own submissions, the petitioner was employed by Respondent No. 4, who seems to be the sub-contractor of Respondent No.3.

4. Therefore, it appears to the Court that the dispute is essentially between the petitioner and Respondent No. 4, who was the direct employer of the petitioner. The terms of the employment of the petitioner will have to be determined to decide his rights.

5. The Court, in its writ jurisdiction under Article 226 of the Constitution of India, may not be able to appreciate the aforesaid aspect. The said position has been reiterated by the Supreme Court in the case of **Ram Niwas Sharma v. Union of India**¹. The relevant extract has been reproduced below:

¹2020 SCC OnLine All 205.



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“18. As has been lucidly explained, contracts of a purely private nature even though entered by bodies which may perform a public function would not be subject to judicial review. The only exception would be where such contracts are governed or regulated by statute. In the present case it is the undisputed position that the byelaws and the service conditions which apply are non-statutory. They are deprived of any statutory ordainment. Such a contract, as noted above, would remain a pure private contract of service. In that view of the matter the writ petition challenging the termination of such a contract would not be maintainable.”

6. For all those reasons, the instant petition stands dismissed. However, the petitioner shall be at liberty to avail any other remedy, if available in law, including to institute a civil suit against the private respondent.

(PURUSHAINDRA KUMAR KAURAV)
JUDGE

APRIL 6, 2026

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