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

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Date of decision: 17th April 2026+ **LPA 275/2026 & CM APPL. 25197/2026**

SANDEEP SINGH

.....Appellant

Through: Mr. Ravindra S. Garia, Mr. Shashank
Singh, Mr. G Srinivas Reddy & Mr.
Vinit Raj, Advocates.

versus

JAMIA HAMDARD (HAMDARD UNIVERSITY) & ORS.

.....Respondents

Through: Dr. Swaroop George, Mr.
Mohbashshir Sarwar, Mr.
Abhinandan Jain, Mr. Shiavam
Prajapati, Mr. Abhigyan Dwivedi &
Mr. Takrim Asshan Khan, Advocates

CORAM:**HON'BLE THE CHIEF JUSTICE****HON'BLE MR. JUSTICE ANISH DAYAL****JUDGMENT****DEVENDRA KUMAR UPADHYAYA, CJ. (ORAL)****CM APPL. 25198/2026**

1. Exemption allowed, subject to all just exceptions.
2. Application stands disposed of.

LPA 275/2026

1. Heard counsel for appellant, as also counsel for respondent no.1/University.
2. This appeal seeks to take exception to the order dated 10th April 2026 passed by Single Judge whereby, W.P.(C) No. 4775/2026, instituted by the



appellant, has been dismissed and the claim of appellant for treating his appointment with respondent no.1/University to have been made on regular basis against the post of Security Inspector, has not been acceded to.

3. Facts which are relevant for the purposes of adjudication of the issues involved in this appeal, in brief, are as under:

(i) On 3rd March 2022, an advertisement was issued by respondent no.1/University for appointment on different non-teaching posts on regular/deputation/contractual basis. The post of Security Inspector was also advertised to be filled in and the pay-scale admissible for the said post, as per advertisement, was Rs. 29200-Rs. 92300 at Level V. Appellant made his application pursuant to said advertisement and was accordingly, subjected to the selection process conducted by respondent no.1/University.

(ii) Selection Committee comprised of Registrar, Deputy Registrar, Finance Officer, Chief Proctor and one expert member. On the basis of selection held by the Selection Committee, a merit list was prepared and one, *Shri Mohammad Khalild*, was placed at serial no.1 in the order of merit and was accordingly recommended by the Selection Committee to be appointed. As per the said selection, appellant was placed at serial no.1 in the waiting list.

(iii) However, it appears that, since the candidate who was placed at serial no.1 in the merit list prepared by the Selection Committee did not join, respondent no.1/University offered appointment to the appellant on contractual basis *vide* offer letter dated 16th March, 2023.

(iv) A perusal of the appointment/offer letter dated 16th March,



2023 clearly shows that the offer for appointment to appellant was made purely on contractual basis on a consolidated salary of Rs.50,000 per month, which was one of the conditions stipulated in the appointment/offer letter.

(v) As per the conditions contained in Clause 6 of the appointment letter, the contractual appointment did not confer any right on the appellant to claim regular appointment to the post in question. Letter of appointment also provided that such appointment shall not count for the purpose of seniority, promotion and retirement benefits, etc. It also stipulated that appointment of appellant was made only for the period of one year, with effect from the date of his joining.

(vi) The appellant unequivocally and without any objection or demur, accepted the terms of offer of appointment communicated to him *vide* letter dated 16th March 2023 and accordingly, submitted his joining.

(vii) After completion of period of one year from the date the appellant submitted his joining, his contractual term was extended from time to time.

(viii) At this stage, we may point out that pursuant to the appointment letter, appellant had submitted his joining and upon joining, the joining notification was also issued by Assistant Registrar of respondent no.1/University on 25th May 2023. Even in the said joining notification dated 25th May 2023, it is clearly stated that appellant had joined his duties as Security Inspector on contractual basis for a period of one year on a consolidated salary of Rs. 50,000 per year.



(ix) It appears that the appellant made a representation on 10th November 2025 to the concerned authority of respondent no.1/University, which was considered and an advisory was issued by the Registrar of University on 10th December 2025, wherein, it was stated that the request of appellant for regularization of his services as Security Inspector was examined and it was found that as per the terms of his appointment/offer letter, the position offered to the appellant was clearly contractual and further that there was no provision for regularization after completion of one year or any extended period. The advisory dated 10th December 2025 further stated that the terms and conditions of appointment were duly accepted by the appellant at the time of joining. Appellant was also advised that he may apply for any regular position with respondent no.1/University, as and when the same is advertised, subject to fulfilment of prescribed eligibility criteria.

(x) As already noted above, the term of contractual appointment of appellant was extended from time to time, however, by an office order dated 1st April 2026, appellant was intimated that on regular assessment of the requirement for Security Personnel at respondent no.1/University, it was decided that no further extension or renewal of contractual engagement of appellant was required. Said office order further states that the contractual engagement of appellant shall come to an end on 19th April 2026 on expiry of its term.

(xi) It is also noticeable that the office order dated 1st April 2026, clearly stipulates that the decision for not granting extension or denial of renewal of contractual term of appellant is simpliciter



based on administrative requirements and does not cast any stigma on appellant.

(xii) Challenging the office order dated 1st April 2026 and communication dated 10th December 2025, appellant filed *W.P.(C) 4775/2026* that has been dismissed by the impugned order dated 10th April 2026 which is under challenge herein.

4. Learned counsel for appellant has vehemently argued that pursuant to advertisement dated 3rd March 2022, the entire selection process regulating regular selection was followed and appellant was subsequently selected, having been subjected to the regular selection process and therefore, merely because the appointment/offer letter mentioned that the appointment of appellant shall be contractual, it cannot be said that appointment of appellant was not made on regular basis.

5. Our attention in this regard has been drawn, by learned counsel for appellant, to advertisement dated 3rd March 2022, which clearly shows that the advertisement was published inviting application for the appointment on regular/ deputation/contractual basis. However, he states that in case the selection process applicable to the regular selection has been followed and appellant was selected on the basis of recommendation made by the duly constituted Selection Committee meant for making recommendation for regular appointment, appointment of appellant ought to have been made on regular basis and not on contractual basis.

6. He, therefore, submits that having followed the process of regular selection in accordance with which the appellant was selected, offering appointment on contractual basis amounts to unfair practice. He further submits that merely because the appointment/offer letter stated that



appointment is on contractual basis, which was accepted by appellant, will not negate his claim for treating his initial appointment to have been made on regular basis.

7. In this context, learned counsel for appellant, has placed heavy reliance on the judgment of Hon'ble Supreme Court in *Somesh Thapliyal & Anr. v. Vice Chancellor, H.N.B. Garhwal University & Anr.* (2021) 10 SCC 116. Reliance has also been placed on *Bhola Nath v. State of Jharkhand Ors.* (2026) SCC OnLine SC 129.

8. Additionally, learned counsel for appellant has further attempted to argue that in terms of byelaws governing recruitment and promotion of non-teaching employees of respondent no.1/University, no appointment on contractual basis can be made. According to him, the only mode of appointment, as per said byelaws, is either regular or on deputation basis.

9. Pithily stated, the submission made by counsel for appellant is that since the appellant was subjected to a selection process, after the post was duly advertised, which is applicable to selection for making regular appointment, merely because the appointment/offer letter mentioned that appointment will be on contractual basis, will not defeat the right of appellant to have been appointed on regular basis.

10. It has, thus, been argued by counsel for appellant, that the Learned Single Judge while passing the impugned order dated 10th April 2016, has completely ignored the aforesaid aspects of the matter and the legal position and therefore, appeal deserves to be allowed.

11. Opposing the prayers made in the appeal, learned counsel for respondent no.1/University, has argued that as far as facts narrated by appellant are concerned, there is no dispute, however, reliance on *Somesh*



(*supra*) by learned counsel for appellant is misconceived as the said judgment, does not have any application so far as the facts of the instant case are concerned.

12. In this regard, it has been argued by learned counsel for respondent no.1/University that in *Somesh (supra)*, the advertisement pursuant to which selection was made, was issued for regular appointment and there was no stipulation therein that appointment may be made on contractual basis as well.

13. Learned counsel for respondent no.1/University has also drawn our attention to the advertisement itself, which clearly indicates that appointment was to be made either on regular basis or on deputation or on contractual basis. It has further been stated that once the selection was held, it was the discretion of respondent no.1/University to have appointed any selected candidate either on regular or contractual basis. His contention is that exercising this discretion, appointment of appellant was made on contractual basis by the University and no exception can be permitted to be taken by appellant against the said decision of the respondent no.1/University.

14. He has also contended that Selection Committee had selected one *Mohd. Khalid*, and recommendation was made in respect of *Mohd. Khalid*, to be appointed on contractual basis. Had the appointment been offered on regular basis on the basis of selection, it was possible for *Mohd. Khalid* to have submitted his joining, which would have denied appointment to the appellant as he was placed in the wait list.

15. Having heard the learned counsel for the respective parties and perused the records available before us on this intra-court appeal, we find it



difficult to align ourselves with the submissions made by learned counsel representing the appellant.

16. From a perusal of advertisement dated 03.03.2022, it is unambiguously decipherable that the same was issued for appointment against non-teaching posts on regular/deputation/contractual basis. The format of the application form which the eligible candidates were required to fill pursuant to the advertisement is also available on record, which clearly mentions, “Application Form for Non-Academic Positions (Contractual Basis)”. The appellant, thus, was made aware before he made his application pursuant to the advertisement that appointment was to be made either on regular or contractual basis. It is not denied by the appellant that while applying for appointment to the post in question, he had applied in the format itself, which clearly reflects that the application was for appointment to non-academic positions on contractual basis. The header of the said application form is extracted herein below:

“Application Form for Non- Academic Positions (Contractual Basis)”

17. Accordingly, the appellant clearly knew that he had applied for appointment against the post in question on contractual basis and not on regular basis. The appointment letter dated 16.03.2023 and the joining notification dated 25.05.2023, which was issued by the respondent-University accepting appellant’s joining, clearly and unequivocally stated that the appointment was on contractual basis.

18. It is true that appellant, merely because he accepted the terms of appointment as stipulated in the appointment letter on contractual basis, is not estopped from claiming that his appointment ought to be deemed as regular appointment, in case the process meant for regular appointment has



been followed in the instant case.

19. The law laid down by Hon'ble Supreme Court in *Somesh (supra)* only reinforces such contention on behalf of the appellant, however, what we simultaneously notice is that the advertisement which has been discussed in *Somesh (supra)* was for regular appointment and it was nowhere made known to the candidates that they were to apply for appointment on contractual basis. In *Somesh (supra)* Hon'ble Supreme Court has laid down the aforesaid legal principle on the ground that in case, selection process applicable for making selection for appointment on regular basis has been followed, then merely because an appointee accepts the offer of appointment on contractual basis, his appointment cannot be termed to be appointment on contractual basis, rather it ought to be treated as regular appointment.

20. So far as the legal principle laid down in *Somesh (supra)* is concerned there cannot be any quarrel or doubt. However, at the same time, we also need to notice as to what was stipulated in the advertisement, pursuant which the selection was held. The advertisement in *Somesh (supra)* is extracted in paragraph 11.1 of the report which reveals that the advertisement was made for regular appointment and not for contractual appointment. In *Somesh (supra)* the candidate concerned was subjected to a process of selection applicable for making regular appointment and the advertisement also clearly stipulated that the appointment was to be made on regular basis, however, the selected candidate was thereafter, appointed not on regular basis but on contractual basis. It is in these circumstances that Hon'ble Supreme Court has held in *Somesh (supra)* that merely because contractual appointment was accepted by the candidate concerned, it will not defeat his right of his appointment being treated to be regular. Paragraph



11.1 of the report in **Somesh** (*supra*) is extracted here under:

“11.1. “Hemwati Nandan Bahuguna Garhwal University,
Srinagar-246174
(Garhwal) Uttaranchal
Appointment Notification
Advertisement No. 39
(TIMES OF INDIA)

19-5-2006

Application on prescribed form are invited for the various teaching positions as per the details given below. The application form can be purchased from the cash counter of the University main officer on the payment of Rs 200 (Rs 100 only for Uttaranchal SC candidates). It can also be downloaded from University website www.Uttara.in However, such form shall only be entertained if the same is accompanied with demand draft of Rs 200 (Rs 100 only for Uttaranchal SC candidates) in favour of Finance Officer, HNB Garhwal University. The application completed in all respects along with attested testimonials in support of qualification, experience, etc. should reach the Registrar HNB Garhwal University Srinagar, Garhwal, by registered post on or before 30-6-2006.

(P-Professor, R-Reader, L-Lecturer, LV-Leave Vacancy, UR-Unreserved, SC-Scheduled Caste, OBC-Other Backward Classes).

Anthropology : P-01 (UR), R-01 (UR); Botany : P-02 (ISC; UR), L-04 (ISC; 2UR-LV; IUR); Chemistry : L ** 03 (ISC; IUR; IUR*); Commerce : R-01 (SC), L-02 (ISC; IUR-LV); Computer Science : L-01 (SC); Defence Studies : R-02 (ISC; IUR), 1-02 (ISC; IUR); Economics : P-01 (UR-LV), L-01 (SC); Education : P-01 (UR), R-01 (SC), L-04 (ISC; 3UR); English : R-02 (ISC; IUR); L-01 (SC); Environmental Science : L-02 (ISC; IUR); Forestry : R-02 (ISC, IUR), L-03 (ISC, 2UR); Geography P-01 (UR); L-02 (ISC; IUR); Geology : P-01 (UR); L-02 (ISC; IUR-LV); High Altitude Plant Physiology Research Center : P-01 (UR); Hindi : R-01 (SC), L-02 (ISC; IUR-LV); History & Archeaology : P-01 (SC History of Medieval India), R-02 (IUR*); Maths : P-01 (UR), L- (ISC; IUR); Pharm, Science; P-01 (SC), R-04 (ISC, 3UR), L-05 (3 02SC, IOBC, IUR); Philosophy : L-01 (SC); Physics : P-01 (UR), R-01 (SC); Political Science : R-01 (SC), Sanskrit : L-02 (ISC; IUR); Sociology : R-01 (UR), L-03 (ISC; 2UR); Tourism : L-01 (UR); Zoology : R-02 (ISC; IUR-LV), 1-04 (ISC; IUR; 2UR-LV)*

Qualifications : As per UGC, CSIR, ICAR, AICTE/PCI norms & as per statutes of the University. For detailed information regarding eligibility and other conditions visit university website www.uttara.in. The same are also available with application forms.

NOTE:



1. *Most of the vacancies to be filled are for the Tehri & Pauri Campuses of the University.*
2. *University reserves the right to fill or not to fill up the advertised post(s). Number of posts may be increased or decreased and position of reservation may vary accordingly.*
3. *Those who have already applied to our earlier advertisement (Jan-Feb 2004) need not to apply again. However, they can update their bio data.*
4. (a) *The posts marked with (*) are sanctioned under UGC 10th plan program, and are subject to the approval of the State Government.*
(b) *In case of Chemistry for the post marked (***) candidates from division Inorganic and Physical would be given preference.*
5. *Reservation would apply only to Uttaranchal candidates. All other candidates outsider to Uttaranchal will be treated in general category.*
Registrar””

21. So far as the facts of the instant case are concerned, which are not in dispute, the advertisement clearly stipulated that the same was issued for making appointment on regular/deputation/contractual basis and accordingly, once the selection was held, it was well within the discretion of the respondent-University to have offered appointment either on regular or on contractual basis, depending on their own administrative needs and exigencies. We have already noticed that the Selection Committee in its minutes of the meeting had clearly recorded that appointment offered to the candidate who was at serial no.1 in the merit was to be made on contractual basis. The appellant was at serial no.1 in the wait list.

22. The appellant while making the application in the format clearly knew that he was applying for appointment on contractual basis. It is also to be seen that offer of appointment made by respondent-University, for appointment the appellant on contractual basis was accepted by the appellant without any objection or demur.

23. For the aforesaid reasons, we are of the considered opinion that the judgment in *Somesh (supra)* does not have any application in the instant



case. For these reasons we also find ourselves in complete agreement with the finding recorded by learned Single Judge in the impugned order to the effect that, “this is, therefore, not a case where the respondents inserted an altogether alien term after completion of a recruitment process confined solely to regular appointment”.

24. As far as the reliance placed by learned counsel for the appellant on *Bhola Nath (supra)* is concerned, in our opinion, *Bhola Nath (supra)* also does not improve the case of the appellant. In fact, *Bhola Nath (supra)* was a case where employees were appointed on contractual basis and they continued to serve the employer on contractual basis for a long period of ten or more years whereafter, they instituted proceedings before the High Court seeking a direction for regularization of their services/ their absorption against the vacant sanctioned posts.

25. One of the issues framed in *Bhola Nath (supra)* was as to whether, the action/inaction of the State Authorities in not recognizing the continuous services of the employees for the purpose of regularization was arbitrary and violative of Article 14 of the Constitution of India.

26. Hon’ble Supreme Court referring to the Principle of Legitimate Expectation observed in *Bhola Nath (supra)* that where employees have continued to discharge their duties on contractual posts for a considerable length of time, it is but natural that legitimate expectation arises that the State would recognize their long and continuous services. The Court also noticed that the employees were engaged by the State against sanctioned posts for ten or more years and, therefore, once the employees were communicated that no further extension of their engagement would be granted, the Apex Court observed that such an action on the part of the State



is vitiated by arbitrariness and is in clear derogation of equality principles enshrined in Article 14 of the Constitution of India.

27. One of the considerations which weighed with Hon'ble Supreme Court in ***Bhola Nath*** (*supra*) was considerable length of service put in by the employees which was ten or more years and, therefore, it was held that decision of the State to discontinue the services of the employees after ten years continuous service, cannot be approved of.

28. It is in this backdrop that Hon'ble Supreme Court in ***Bhola Nath*** (*supra*) did not accept the contention of the State that contractual nomenclature of their engagement denudes them of constitutional protection. The final conclusion drawn by Hon'ble Supreme Court in ***Bhola Nath*** (*supra*) is embodied in paragraph 14 of the report which is extracted herein below:

“FINAL CONCLUSION:

14. In light of our discussion, in the foregoing paragraphs, we summarize our conclusions as follows:

I. The respondent-State was not justified in continuing the appellants on sanctioned vacant posts for over a decade under the nomenclature of contractual engagement and thereafter denying them consideration for regularization.

II. Abrupt discontinuance of such long-standing engagement solely on the basis of contractual nomenclature, without either recording cogent reasons or passing a speaking order, is manifestly arbitrary and violative of Article 14 of the Constitution.

III. Contractual stipulations purporting to bar claims for regularization cannot override constitutional guarantees. Acceptance of contractual terms does not amount to waiver of fundamental rights, and contractual stipulations cannot immunize arbitrary State action from constitutional scrutiny.

*IV. The State, as a model employer, cannot rely on contractual labels or mechanical application of *Umadevi* (*supra*) to justify prolonged ad-hocism or to discard long-serving employees in a manner inconsistent with fairness, dignity and constitutional governance.*

V. In view of the foregoing discussion, we direct the respondent-State to forthwith regularize the services of all the appellants against the



sanctioned posts to which they were initially appointed. The appellants shall be entitled to all consequential service benefits accruing from the date of this judgment.”

29. In *Bhola Nath (supra)*, thus, the Apex Court concluded that the State was not justified in continuing the employees on sanctioned vacant posts for over a decade under the nomenclature of contractual engagement and thereafter denying them consideration for regularization. Further observation made is that abrupt discontinuance of such long standing engagement without recording cogent reasons or passing a speaking order, merely on the basis of contractual nomenclature, is arbitrary.

30. In the instant case, the appellant had joined the service on contractual basis pursuant to the offer of appointment on 25.05.2023 whereafter, term of his appointment was extended after a completion of a period of one year and as early as on 10.12.2025 itself, i.e. within a period of two and a half years *vide* letter dated 10.12.2025, the appellant was advised that his appointment was contractual and that the same did not vest any right in him to seek regular appointment. Further *vide* order dated 01.04.2026, it was intimated to the appellant that further extension or renewal of the contractual engagement was not required. The order dated 01.04.2026 clearly reveals that decision not to extend or renew the contractual engagement of the appellant was taken upon review and assessment of requirement of the security personnel for the respondent-University. Thus, for not extending the term of appointment or not renewing the same, reasons have been given in the order dated 01.04.2026. It is also noticeable that the order dated 01.04.2026, clearly stipulates that the decision not to extend the term of appointment of the appellant or not to renew the same is simplicitor non-renewal of a time bound contractual engagement based on administrative



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requirements and the same does not cast any stigma on the appellant.

31. For the aforesaid reasons, in our opinion, the judgment in *Bhola Nath (supra)* also does not come to the rescue of the appellant.

32. For the discussions made and reasons given above we are in complete agreement with the impugned order dated 10.04.2026 passed by learned Single Judge.

33. Resultantly, the appeal along with pending application is hereby dismissed. There will be no order as to costs.

DEVENDRA KUMAR UPADHYAYA, CJ

ANISH DAYAL, J

APRIL 17, 2026/SM/sp”/MJ