



2026:DHC:3036-DB



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

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*Judgment reserved on: 23.03.2026**Judgment pronounced on: 15.04.2026**Judgment uploaded on: 15.04.2026*

+ W.P.(C) 11271/2025

POORAN SINGH NAGAR

.....Petitioner

Through: Ms. Nisha Priya Bhatia & Mr.  
Rakesh Kumar Yadav, Advs.

versus

UNION OF INDIA &amp; ANR.

.....Respondents

Through: Mr. Abhishek Saket, SPCG and  
Mr. Vivek Naagar, GP with Mr.  
Manish Madhukar, Mr,  
Abhigyan, Ms. Reya Paul, Ms.  
Nidhi Singh, Ms. Amruta  
Padhi, Advs. for R-1/UOI.**CORAM:****HON'BLE MR. JUSTICE ANIL KSHETARPAL****HON'BLE MR. JUSTICE AMIT MAHAJAN****J U D G M E N T****ANIL KSHETARPAL, J.:**

1. The present Petition, preferred by the Petitioner, assails the correctness of the judgment dated 30.05.2025 [hereinafter referred to as the 'Impugned Judgment'] passed by learned Central Administrative Tribunal, Principal Bench, New Delhi [hereinafter referred to as the 'Tribunal'] in O.A. No. 3397/2023 whereby the Original Application filed by the Petitioner came to be dismissed, declining his prayer for continuation in service, restraint against his



replacement, and regularisation on the post of Librarian with Respondent No.2 Institute.

2. The principal issue which arises for consideration in the present Petition is whether the learned Tribunal committed any jurisdictional error or perversity in declining to interfere with the discontinuance of the Petitioner's contractual engagement upon expiry of its tenure, and in rejecting his claim for continuation and regularisation in service.

**FACTUAL MATRIX:**

3. In order to appreciate the controversy involved in the present Petition, the relevant facts, in brief, are required to be noticed. The Petitioner was engaged as a Librarian with Respondent No.2 Institute pursuant to an advertisement issued in the year 2010, which expressly stipulated that the appointment was on a contractual basis for a period of three years, extendable from time to time depending upon performance and administrative requirements.

4. Pursuant thereto, the Petitioner was issued an offer of appointment dated 16.04.2010, which was duly accepted by him. The said offer clearly indicated the contractual nature of the engagement and stipulated, *inter alia*, that the appointment was for a fixed tenure. Clause 5 of the terms and conditions provided that the Institute reserved the right to terminate the appointment at any time without assigning any reason, upon giving three months' notice or payment of pay and allowances in lieu thereof. The same reads as under:

*"5. The Institute reserves the right to terminate the appointment at any time without giving any reasons thereof after giving three months notice or payment of pay & allowances in lieu thereof. Similarly, you*



2026:DHC:3036-DB



*may also terminate the appointment after giving three months notice or pay & allowances in lieu thereof.”*

5. The Petitioner joined the services of Respondent No.2 and his engagement, though initially for a period of three years, came to be extended from time to time by the competent authority. It is not in dispute that such extensions were granted periodically over the years, and the Petitioner continued to serve in the said capacity till the year 2023.

6. The last such extension was granted *vide* office order dated 02.05.2023, whereby the Petitioner’s contractual engagement was extended for a period of three months with effect from 03.05.2023.

The same reads as under:

*“Further to Office order of even number dated 25.05.2021, the appointment of Shri. PS Nagar, as Librarian in the Pay Band of Rs.9300-34800 and Grade Pay of Rs.4200/- on Contract Basis is, hereby, extended by a period of 03 months w.e.f. 03.05.2023.”*

Consequently, the extended tenure of the Petitioner came to an end on 02.08.2023. Upon expiry of the aforesaid period, the Respondents did not grant any further extension to the Petitioner. Resultantly, the Petitioner ceased to be in engagement with Respondent No.2 with effect from 03.08.2023.

7. Aggrieved by the non-extension of his contractual engagement, the Petitioner approached the Tribunal by way of O.A. No. 3397/2023, *inter alia*, seeking continuation in service, a restraint against his replacement by another contractual employee, and a direction for regularisation of his services.

8. The Respondents opposed the Original Application by



contending, *inter alia*, that the Petitioner was engaged purely on a contractual basis and that his engagement had come to an end by efflux of time. It was further stated that the Institute was undergoing a process of reorganisation and had taken a policy decision, including digitisation of the library, and to desist from making contractual appointments to the said post. It was also the stand of the Respondents before the Tribunal that no fresh contractual appointment had been made to the post of Librarian after the cessation of the Petitioner's engagement, and that the Petitioner had no vested right either to continuation in service or to renewal of his contract.

9. The learned Tribunal, upon consideration of the pleadings and submissions advanced by the parties, dismissed the Original Application *vide* the Impugned Judgment, holding, *inter alia*, that the Petitioner's engagement being purely contractual had come to an end by efflux of time, and that no direction for continuation or regularisation could be granted in the facts of the case.

### **CONTENTIONS OF THE PARTIES:**

#### 10. Contentions of the Petitioner:

10.1. Learned counsel for the Petitioner assailed the Impugned Judgment primarily on the ground that the Tribunal has failed to appreciate the true nature of the Petitioner's engagement and the legal consequences flowing from the long duration of his service. It was submitted that the Petitioner had been continuously engaged as a Librarian with Respondent No.2 for a period of more than 13 years, pursuant to a selection process initiated through a public



advertisement, and had discharged his duties to the satisfaction of the authorities without any blemish.

10.2. It was contended that the action of the Respondents in discontinuing the services of the Petitioner is in violation of Clause 5 of the terms of appointment dated 16.04.2010, inasmuch as no notice, as contemplated therein, was ever issued to the Petitioner prior to cessation of his engagement. It was submitted that the order dated 02.05.2023 merely extended the Petitioner's engagement for a further period of three months and cannot be construed as a notice of termination.

10.3. It was further contended that the discontinuance of the Petitioner's engagement is arbitrary and violative of Articles 14 and 16 of the Constitution of India, particularly in view of the fact that the Petitioner was appointed against a post which is of a perennial nature.

10.4. Reliance was placed upon the decisions of the Hon'ble Supreme Court in *State of Karnataka v. M.L. Kesari*<sup>1</sup> and *Secretary, State of Karnataka v. Umadevi & Ors.*<sup>2</sup> to contend that, in view of the limited exception carved out in *Umadevi* (supra) as explained in *M.L. Kesari* (supra), employees who have worked for more than a decade in duly sanctioned posts, possess the requisite qualifications, and whose engagement is not under the cover of interim orders of courts or tribunals, may be considered for regularisation as a one-time measure. It was, therefore, contended that the case of the Petitioner ought to have been considered for regularisation.

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<sup>1</sup> AIR 2010 SC 2587

<sup>2</sup> (2006) 4 SCC 1



10.5. Further reliance was placed upon the judgment in *Jaggo v. Union of India*<sup>3</sup> to contend that where employees have rendered long, continuous service in discharge of perennial and essential functions, their claim for regularisation ought not to be rejected merely on the basis of the initial nomenclature of their engagement, particularly where such appointments are not shown to be illegal but at best irregular.

10.6. It was further submitted that the Respondents had initially contemplated filling up the post by engaging another contractual employee, which, according to the Petitioner, would amount to an arbitrary replacement of one contractual employee with another, and is therefore impermissible in law.

11. Contentions of the Respondent:

11.1. *Per contra*, learned counsel for the Respondent supported the Impugned Judgment and submitted that the Petitioner was engaged purely on a contractual basis, and the terms of his engagement clearly stipulated that the appointment was for a fixed tenure, extendable at the discretion of the competent authority. The Petitioner, having accepted the said terms, cannot now claim any right contrary thereto.

11.2. It was contended that the Petitioner's engagement came to an end upon expiry of the extended contractual period on 02.08.2023, and that the same is a case of cessation by efflux of time and not termination. Consequently, it was argued that Clause 5 of the contract, relating to termination upon notice, has no application in the present

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<sup>3</sup> (2024) INSC 1034



case.

11.3. It was further submitted that the Respondent Institute is presently undergoing a process of reorganisation and restructuring, and a conscious policy decision has been taken to digitise the library and to desist from making contractual appointments to the post in question. It was emphasised that no fresh contractual appointment has been made to the post of Librarian after the cessation of the Petitioner's engagement, and therefore, the apprehension of the Petitioner regarding replacement by another contractual employee is wholly unfounded.

11.4. Insofar as the claim for regularisation is concerned, it was submitted that the same is barred by the law laid down by the Hon'ble Supreme Court, *inter alia*, in ***Umadevi*** (supra) and ***State of Rajasthan v. Daya Lal***<sup>4</sup>, wherein it has been held that regularisation cannot be directed in the absence of appointment against sanctioned posts and in accordance with the prescribed recruitment process, and that mere long or continuous service, particularly in the case of part-time or temporary employees, does not confer any right to regularisation.

11.5. It was contended that the Petitioner was appointed on a contractual basis and not through a regular recruitment process in accordance with the applicable statutory rules, and therefore, no direction for regularisation can be issued.

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<sup>4</sup> (2011) 2 SC 429



### **ISSUES FOR CONSIDERATION:**

12. In light of the rival contentions, the following issues arise for consideration:

I. Whether the cessation of the Petitioner's engagement upon expiry of the contractual term is liable to be interfered with on the ground of non-compliance with Clause 5 of the terms of appointment?

II. Whether the Petitioner has any enforceable right to seek continuation or renewal of his contractual engagement?

III. Whether the Petitioner is entitled to regularisation in service on account of long and continuous engagement?

IV. Whether the Impugned Judgment passed by the learned Tribunal suffers from any illegality, perversity, or jurisdictional error warranting interference under Articles 226/227 of the Constitution of India?

### **ANALYSIS & FINDINGS:**

13. This Court has carefully considered the submissions advanced on behalf of the parties and perused the material on record. The issues framed in paragraph 12 of this judgment are dealt with hereinafter, in seriatim.

#### **ISSUE I- Whether cessation is illegal for want of notice:**

14. The primary contention advanced on behalf of the Petitioner is that the discontinuance of his engagement is in violation of Clause 5



2026:DHC:3036-DB



of the terms of appointment dated 16.04.2010, inasmuch as no notice of three months, as contemplated therein, was issued to him.

15. This contention, upon a careful consideration, is found to be misconceived. It is an admitted position that the Petitioner was engaged on a contractual basis for a fixed tenure, which was extended from time to time. The last such extension was granted *vide* office order dated 02.05.2023 for a period of three months, i.e., up to 02.08.2023. Upon expiry of the said period, the Respondents chose not to extend the contractual engagement any further. Consequently, the Petitioner ceased to be in service with effect from 03.08.2023.

16. In the considered view of this Court, the present case is one where the contractual engagement has come to an end by efflux of time, and not a case of termination during the subsistence of the contractual period. It is well settled that where an appointment is for a fixed term, the relationship between the parties comes to an end automatically upon expiry of the stipulated period, unless the same is expressly renewed.

17. Clause 5 of the terms of appointment, which provides for termination upon issuance of notice or payment in lieu thereof, would be attracted only in a situation where the contract is sought to be curtailed prior to the expiry of its tenure. In the present case, there is no such premature termination. The Petitioner was permitted to continue till the end of the extended tenure, and thereafter, the contract was not renewed.

18. In that view of the aforesaid, the submission that the



Respondents were under an obligation to issue a separate notice under Clause 5 is devoid of merit.

ISSUE II- Right to continuation or renewal:

19. The next question that arises is whether the Petitioner can claim a right to continuation or renewal of his contractual engagement.

20. The answer to the said issue must necessarily be in the negative. The terms of appointment, as noticed hereinabove, unequivocally indicate that the engagement of the Petitioner was contractual in nature and for a fixed tenure, extendable at the discretion of the employer. It is trite that a contractual employee has no vested right to seek renewal or extension of contract, unless such right flows from the terms of the contract itself or from any statutory provision.

21. The Petitioner, having accepted the contractual terms at the time of his engagement, cannot now claim a right contrary to the same. The Tribunal has rightly observed that once the appointment is purely contractual, the same comes to an end by efflux of time, and no right of continuation can be claimed as a matter of course.

22. This Court also finds merit in the submission of the Respondents that the Institute has taken a policy decision in the context of reorganisation and digitisation of its library functions. It is not in dispute that the Executive Committee of the Institute has resolved to digitise the library and to desist from making contractual appointments to the said post. Moreover, it has been specifically stated, and not controverted, that no fresh contractual appointment has



been made to the post of Librarian after the cessation of the Petitioner's engagement.

23. In such circumstances, the apprehension expressed by the Petitioner that he is being replaced by another contractual employee is wholly unfounded. Decisions relating to organisational restructuring, mode of recruitment, and staffing requirements fall squarely within the domain of policy and administrative discretion of the employer. In the absence of any allegation of *mala fides* or arbitrariness, this Court would be slow to interfere with such policy decisions in exercise of writ jurisdiction.

ISSUE III- Claim for regularisation:

24. The next relief sought by the Petitioner is for regularisation of his services on account of long and continuous engagement.

25. This issue is no longer *res integra* and is squarely governed by the Constitution Bench judgment of the Hon'ble Supreme Court in *Umadevi* (supra). The law laid down therein clearly mandates that public employment must be made in accordance with the constitutional scheme envisaged under Articles 14 and 16, and that courts cannot direct regularisation of employees who have not been appointed through a regular recruitment process.

26. The reliance placed by the Petitioner on *M.L. Kesari* (supra) is misplaced. The said judgment clarifies and operationalises the limited exception carved out in *Umadevi* (supra), which was intended to apply as a one-time measure to those employees who had put in more than



ten years of continuous service as on the date of the decision in *Umadevi* (supra), without the protection of any interim orders. The Petitioner herein was appointed in the year 2010, i.e., subsequent to the decision in *Umadevi* (supra), and therefore, cannot claim the benefit of the said exception.

27. The position in law has been reiterated in *Daya Lal* (supra), wherein it has been held that courts, in exercise of jurisdiction under Article 226 of the Constitution of India, will not issue directions for regularisation unless the appointment has been made in accordance with the prescribed recruitment rules through an open competitive process and that mere long or continuous service does not confer any enforceable right to regularisation.

28. The reliance placed on *Jaggo* (supra) also does not advance the case of the Petitioner. The said decision turned on its own peculiar facts and cannot be construed as laying down any principle contrary to or in dilution of the binding ratio in *Umadevi* (supra). It cannot be read as conferring any general right of regularisation merely on the basis of long or continuous service. In view of the settled legal position, the claim of the Petitioner for regularisation is liable to be rejected.

#### ISSUE IV- Scope of Interference:

29. The final issue pertains to the scope of interference by this Court with the order passed by the learned Tribunal.

30. It is well settled that while exercising jurisdiction under Articles



2026:DHC:3036-DB



226 and 227, this Court does not act as an appellate authority over the decisions of the Tribunal. Interference is warranted only where the impugned order suffers from patent illegality, perversity, or jurisdictional error.

31. In the present case, the Tribunal has correctly appreciated the contractual nature of the Petitioner's engagement, duly considered the terms governing the appointment, taken note of the policy decisions of the Respondents and applied the settled law governing regularisation. No perversity, illegality, or jurisdictional infirmity in the Impugned Judgment has been pointed out by the Petitioner.

32. This Court, therefore, finds no ground to interfere with the Impugned Judgment.

### **CONCLUSION:**

33. From the foregoing discussion, it clearly emerges that the engagement of the Petitioner was purely contractual in nature, governed by specific terms and conditions which were accepted by him at the time of his appointment.

34. The material on record unequivocally establishes that the Petitioner's contractual tenure was extended from time to time and ultimately came to an end upon expiry of the last extension on 02.08.2023. The cessation of his engagement is, therefore, a consequence of efflux of time and cannot be construed as termination in the strict legal sense of the term. The contention of the Petitioner that the Respondents were obliged to issue a notice under Clause 5 of



2026:DHC:3036-DB



the terms of appointment is found to be devoid of merit, inasmuch as the said clause would apply only in cases of premature termination and not where the contract comes to an end by efflux of time.

35. This Court further finds that the Petitioner has no enforceable right to seek continuation or renewal of his contractual engagement, the same being entirely within the discretion of the employer, subject to administrative exigencies and policy considerations. The decision of the Respondents to not continue with contractual engagements in the context of reorganisation and digitisation of the Institute's functioning falls within the realm of policy, and in the absence of any demonstrable arbitrariness or *mala fides*, does not warrant interference in exercise of writ jurisdiction.

**OPERATIVE DIRECTIONS:**

36. In view of the aforesaid discussion, the present Petition is dismissed. The pending applications also stand closed.

**ANIL KSHETARPAL, J.**

**AMIT MAHAJAN, J.**

**APRIL 15, 2026**

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