



2026:DHC:3571-DB



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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ W.P.(C) 5211/2026, CM APPL. 25491/2026, CM APPL.
25492/2026

UNION OF INDIA & ORS.Petitioners

Through: Mr. Shashank Dixit, CGSC,
Mr. Kunal Raj, Adv.

versus

DR. ARUN CHAUHANRespondent

Through: Mr. Rajesh Chauhan and Mr.
H.K. Bajpai, Advs.

CORAM:

HON'BLE MR. JUSTICE C. HARI SHANKAR

HON'BLE MR. JUSTICE OM PRAKASH SHUKLA

JUDGMENT(ORAL)

20.04.2026

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C. HARI SHANKAR, J.

1. This writ petition assails order dated 16 January 2026 passed by the Central Administrative Tribunal¹ in OA 2317/2025.

2. Pursuant to an advertisement issued in 2019 by the National Centre for Disease Control² for filling up various posts in its establishment, the respondent applied for recruitment as Assistant Director (Entomology).

¹ "the Tribunal" hereinafter

² "NCDC" hereinafter



3. The advertisement stipulated that the post would be filled on contractual basis. The respondent was found suitable and was appointed on contract basis as Assistant Director (Entomology) on 1 March 2019.

4. The contract of the respondent was, thereafter, successively renewed for the periods

- (i) 15 March 2019 to 14 March 2020 *vide* order dated 2 April 2019,
- (ii) 16 March 2020 to 15 September 2020 *vide* order dated 31 March 2020,
- (iii) 16 September 2020 to 15 March 2021 *vide* order dated 14 September 2020,
- (iv) 17 March 2021 to 16 March 2022 *vide* order dated 19 April 2021,
- (v) 19 March 2022 to 17 March 2023 *vide* order dated 5 January 2022,
- (vi) 20 March 2023 to 19 March 2024 *vide* order dated 6 February 2023 and
- (vii) 20 March 2024 to 19 March 2025 *vide* order dated 22 March 2024.

5. Thus, the respondent was given as many as six extensions, each of which was for a full period of one year, till 19 March 2025.

6. The petitioners continued to extract work from the respondent as Assistant Director (Entomology) even after 19 March 2025 without



further communication to the respondent.

7. It was only two months thereafter, on 20 May 2025, that the respondent was informed that he was being disengaged retrospectively with effect from 19 March 2020 in view of the fact that his contract had expired.

8. Thereafter, within three days of the said communication, the petitioners issued a fresh advertisement dated 23 May 2025, again inviting applications for the post of Assistant Director (Entomology) to be filled on contractual basis.

9. Incensed at this, the respondent moved the Tribunal by way of OA 2317/2025, submitting that his disengagement was a ruse to accommodate someone else, again on contractual basis, in the very same post which he was holding.

10. He also submitted that it was impermissible to replace one contractual employee with another and relied, for that purpose, on several judicial authorities.

11. The petitioners, as the respondents before the Tribunal, sought to seek support from Office Memorandum dated 17 June 2013 issued by the Department of Personnel and Training³ under the head, “Concept note on guidelines for making contract appointment”. Specific reliance was placed on Clause 3(h)(i) of the said OM which

³ “DOPT” hereinafter



stated that, depending upon the requirement of the job, “the duration of the contract may be fixed but it shall not exceed five years”. The petitioners’ contention was that, as the respondent had remained on contract for five years, the petitioners had no option but to terminate the contract.

12. The Tribunal did not accept the aforesaid submission of the respondent. On the following reasoning, the Tribunal proceeded to allow the OA:

“9. She further submits that oral complaints regarding performance of the applicants have been received in the past and the work performance of the applicants has remained unsatisfactorily. However, it is not the case of the respondents that the applicants were being disengaged or were not being continued on the ground of their unsatisfactory performance or lack of suitability in any manner. She further contends that the terms and conditions as set out in the engagement order specifically provides that the engagement was purely on temporary basis and disengagement after 31.12.2020 is only due to the amendment/change in General Finance Rules, 2017 and the department is duty bound to comply with the directions set out by the Government. It is further submitted on behalf of the respondents that as per the amended provisions under Rule 149 of the General Finance Rules, the procurement of goods and services will mandatorily be done through goods and services available on GeM (Government marketplace) platform and hiring of services of Drivers is available on the aforesaid platform. She argues that department concerned is required to follow the instructions of the Government for hiring Drivers are taken from contracted vendors available on the GeM platform. She further adds that if at all, these Drivers wish to continue in the Department of Forests and Wildlife, the applicants herein may approach the vendors who may be hired from GeM portal/platform. She further argues that the judgments referred to and relied upon on behalf of the applicants are of no help to the applicants. In the additional affidavit, filed on behalf of the respondents, it is asserted that amendments in the GFR Rules were incorporated in the year 2019 vide OM dated 2.4.2019 and in para 4 of the additional affidavit it is stated that the amended Rule 147 of General Finance Rules provides as under: -



"The ministries or departments have been delegated full powers to make procurement of goods and services that are not available on GeM. Common use Goods and services available on GeM are required to be available on GeM to be procured mandatorily through GeM as per Rule 149".

In paragraphs 5 to 13 of the said additional affidavit, the respondents have explained as to how they have not been able to hire the services of contractual Drivers through the aforesaid portal earlier and have now invited the bids by the said portal on 8.1.2021 (Annexure R/6).

10. In rejoinder, the learned counsel for the applicants has reiterated the facts as precisely noted hereinabove and has submitted that amendment in the GFR for procuring goods and services of Drivers through GeM (Government e-marketing) is not applicable in the present case. He argues that once the replacement of existing contractual employees is not permitted under the law laid down by the Hon'ble Supreme Court and the Hon'ble High Court that itself remained prohibited offline or online. He emphasises that the applicants are continuously working, of course, with technical breaks on contract basis for more than six years and they can be replaced only by regularly selected persons and not by another set of contract employees. He further argues that oral complaints referred to by the respondents are nothing but an afterthought. It is an admitted case that applicants were not being disengaged on the ground of their lacking suitability and for want of their satisfactory performance. He argues that merely for the reasons that the instructions have been issued by the Government to avail goods and services through e-marketing portal of the Government, the rights accrued to the applicants to continue on the work/post under preference to juniors, freshers or outsiders in view of the law laid down by the Hon'ble Supreme Court and Hon'ble High Court cannot be taken away. The said mode of availing the services may be applicable in case of post or work against which the applicants have not been engaged. Learned counsel for the applicants further submits that department has around 21 or 22 official vehicles and only seven regular Drivers are available. A few persons like the applicants have been working on contract basis and probably, there is a shortfall. At the best, the respondents can resort to GeM portal to meet such shortfall and not to replace the applicants.

11. We have heard the learned counsels for the parties and we have also perused the pleadings available on record and have gone through various judgments referred to and relied upon by the



learned counsel for the applicants. It is not in dispute that the applicants have been engaged as contractual Drivers by the respondents and they have been continuing as such, of course, with certain breaks since 2014. It is also not in dispute that the respondents are still in need of hiring the services of contractual Drivers. It is also not the case of the respondents that the applicants are being denied continuation of their services as contractual Drivers w.e.f. 1.1.2021 on the ground of their proved unsuitability for the post. It is also not the case of the respondents that any statutory provision provides that the vacant post can be filled up on contract basis only by outsourcing and even the persons who have already been working against such regular post on contract basis are required to be replaced by persons outsourced on contract basis through aforesaid GeM portal. The Hon'ble Apex Court in *Piara Singh's case (supra)*⁴ ruled in paras 45 and 46 as under:-

45. The normal rule, of course, is regular recruitment through the prescribed agency but exigencies of administration may sometimes call for an ad hoc or temporary appointment to be made. In such a situation, effort should always be to replace such an ad hoc/temporary employee by a regularly selected employee as early as possible. Such a temporary employee may also compete along with regular others for such selection/appointment. If he gets selected, well and good, but if he does not, he must give way to the regularly selected candidate. The appointment of the regularly selected candidate cannot be withheld or kept in abeyance for the sake of such an ad hoc/ temporary employee.

46. Secondly, an ad hoc or temporary employee should not be replaced by another ad hoc or temporary employee; he must be replaced only by a regularly selected employee. This is necessary to avoid arbitrary action on the part of the appointing authority.

12. In the case of *Narinder Singh Ahuja (supra)*⁵, the petitioners were aggrieved by an Order dated 10.1.2014 passed by this Tribunal in OA 1016/2013, wherein the petitioners had initially approached this Tribunal vide said OA on being aggrieved by non-extension of their contractual appointments. They had complained about the respondents' action in discontinuing the

⁴State of Haryana & ors v. Piara Singh & Ors, (1992) 4 SCC 118

⁵ Narinder Singh Ahuja and Others v. The Secretary, Ministry of Health and Family Welfare and Others, 2014 SCC OnLine Del 2243



petitioners' contracts. This Tribunal has dismissed the said OA vide order/judgment dated 10.1.2014 and thus the petitioners therein in the said OA approached the Hon'ble High Court of Delhi vide Writ Petition (Civil) No.1741/2014 and the Hon'ble High Court of Delhi vide the very detailed discussion has ruled in paragraphs 15 to 17 as under:-

15 In the opinion of this Court, since the respondents nowhere dispute that there is need for the performance of the work that the petitioners were discharging all along and there is also no dispute that the project and funding (for the project) would continue till 2017, the decision to discontinue the petitioners' engagement is based only on the policy to outsource the contractual employment to a third party. The petitioners are not insisting on regularization, given the nature of the employment or engagement, which is project based. However apart from the decision to "outsource" engagement of contract employment to a third agency, there is no rationale to discontinue the petitioner' contracts. The jurisdiction that the employees engaged through the contractor are paid lower wages is arbitrary, because the "outsourced" or outsourcing agency would have to be paid its service charges. The lower wages paid, therefore, is, in effect, because of the charges/fees paid to the contractor/outsourced agency. The facts of this case clearly reveal that even though the work is to be performed by contractual employees, the reason for discontinuance of the petitioners' employment is not their replacement with regular appointees, but instead, with another set of contractual employees. The state/respondents cannot, in the circumstances of this case, say that discontinuance of such employment cannot be done by the Court because the petitioners were aware that their contracts ended.

16. For the above reasons, this court is of opinion that the CAT erred in law, in holding that the petitioners could not complain against discontinuance of their contractual employment. Accordingly, a direction is issued to the respondents to continue the petitioners in contractual employment on annual renewal basis, till the currency of the RNTCP scheme/project in 2017. An appropriate consequential order shall be issued by



the respondents within eight weeks from today.

17. The impugned order of the CAT is accordingly set aside; the writ petition is allowed in terms of the above directions."

13. The said judgment dated 3.11.2014 of the Hon'ble High Court of Delhi in *Narinder Singh Ahuja's case (supra)* was challenged by the Union of India before the Hon'ble Supreme Court and the Hon'ble Apex Court has dismissed the Special Leave to Appeal (Civil) No.8706/2018 vide Order/Judgment dated 27.3.2015(Annexure A/7). In *Shikha Jain's case (supra)*⁶, the applicants, eight in numbers, who had been working as Programme Assistant on contract basis in the National Aids Control Organization of Ministry of Health and Family Welfare, Govt. of India, have approached this Tribunal vide OA No.2149/2016. The grievance of the applicants therein was that the respondents have not been extending their respective contract beyond 30.6.2016 mainly on the ground that the respondents have decided to hire the support staff from the domestic budgetary support through an outsource agency. After considering various decisions of the Hon'ble Supreme Court as well as the judgement of the Hon'ble Delhi High Court in *Narinder Singh Ahuja's case (supra)*, this Tribunal held in paragraphs 9 and 12 of the Order/judgment dated 12.8.2016 (Annexure A/8) as under:-

"9. Admittedly, it is not the case of the that there is no work hire the support staff through an outsourced agency. That means that the respondents are intending to replace the applicants, who are working on contract basis, for the last few years, with another set of contract employees, may be, through outsourced agencies. The said action of replacing one set of contract employees with another set of contract employees is clearly against to the settled principles of law. Even the aforesaid decision of the Hon'ble High Court is to the same effect."

"12. In the circumstances and for the aforesaid reasons the OA is partly allowed and accordingly, the respondents are directed to continue the applicants on the same terms and conditions as long as there is work or till the vacancies are filled up on regular basis. No order as to costs."

14. The Order/Judgment of this Tribunal in *Shikha Jain's case (supra)* was challenged by the Union of India before the Hon'ble

⁶ (2015) SCC OnLine Del 7948



High Court of Delhi vide writ Petition (Civil) No.5073/2017 and the Hon'ble High Court had dismissed the said Writ Petition vide Order/Judgment dated 27.3.2017 (Annexure A/9) and in paragraphs 13 to 15 of the said Order/Judgment, the Hon'ble Delhi High Court has ruled as under:

"13. The Tribunal has placed reliance on the decision of this Court in *Narinder Singh Ahuja and Others v. The Secretary, Ministry of Health And Family Welfare & Others*, W.P. (C.) No. 1741/2014 decided on 03.11.2014. In paragraph 15 of this decision, the Division Bench held as follows:

"15. In the opinion of this Court, since the respondents nowhere dispute that there is need for the performance of the work that the petitioners were discharging all along and there is also no dispute that the project and funding (for the project) would continue till 2017, the decision to discontinue the petitioners' engagement is based only on the policy to outsource the contractual employment to a third party. The petitioners are not insisting regularization, given the nature of the employment or engagement, which is project based. However apart from the decision to "outsource" engagement of contract employment to a third agency, there is no rationale to discontinue the petitioners' contracts. The justification that the employees engaged through the contractor are paid lower wages is arbitrary, because the "outsourced" or outsourcing agency would have to be paid its service charges. The lower wages paid, therefore, is, in effect, because of the charges/fees paid to the contractor/outsourced agency. The facts of this case clearly reveal that even though the work is to be performed by contractual employees, the reason for discontinuance of the petitioners' employment is replacement with regular appointees, but instead, with another set of contractual employees. The state/respondents cannot, in the circumstances of this case, say that discontinuance of such employment cannot be gone into by the Court because the petitioners were aware that their contracts ended."

14. The aforesaid decision has been relied upon by the Tribunal in the impugned order, since the endeavour of the



petitioners is to replace the respondents with an outsourcing agency on contract basis. Learned counsel for the respondents has pointed out that the said decision has been affirmed by the Supreme Court with the dismissal of the Special Leave Petition on 27.03.2015 vide Special Leave Petition (Civil) No.8706/2015.

13. The judgment of the Tribunal concludes with the following directions:

15. From the law laid down by the Hon'ble Apex Court in *Piara's Singh's case (supra)* and that by the Hon'ble High Court of Delhi in *Narinder Singh Ahuja's case (supra)* and *Shikha Jain's case (supra)*, it is evident that replacement of a contract employee(s) by fresher(s), junior(s) or even a staff from an outsource agency is prohibited. No statutory provision has been brought to our notice by the respondents, which takes away the right of preferential treatment to the daily contractual employees, who are already engaged and are working for continuation on contract to junior(s), fresher(s) or the person(s) to be engaged through outsourcing agency to be taken away.

14. Agreed by the aforesaid judgment of the Tribunal, the Union of India and other respondents before the Tribunal have petitioned this Court by means of the present writ petition.

15. We have heard Mr. Kunal Raj, learned Counsel for the petitioners at some length.

16. Mr. Kunal Raj submits that the vacancies which were notified by the advertisement dated 23 May 2025 were pre-existing vacancies, and not the vacancies against which the respondent was appointed.

17. Thereafter, he clarifies this submission by stating that they were pre-existing *vis-à-vis* the date of termination of the respondent, though they were posts which were created while the respondent was already



holding the very same post of Assistant Director (Entomology) on contractual basis.

18. He also seeks to place reliance on the DOPT OM dated 17 June 2023 on the “concept note on guidelines for making contract appointments as per the recommendations of 6th CPC” as circulated by the DOPT vide OM dated 17 June 2013 supra.

19. The clause on which Mr. Raj places reliance reads thus:

“Depending upon the requirement of the job, the duration of the contract may be fixed but it shall not exceed five years. The concerned Department should include performance linked annual milestones in the contract. In the case of non-achievement of milestone, the employer should have the liberty to terminate the contract after following normal procedure in this regard”.

20. In our view, the aforesaid clause is not applicable in the present case.

21. The clause to which Mr. Raj refers figures as the second bullet point under serial number (iii) of the concept note titled “market-driven compensation package”

(iii) Market-driver compensation package

- If the Ministry/Department is of the view, that the required talent will not be available within the overall maximum pay prescribed for the Pay Band (PB) 4, they may fix the higher compensation package in the form of consolidated monthly pay for the entire period. The consolidated package so fixed will not normally exceed Rs. 2,00,000/- per month and this will be without house and car or any other perks. In the case of contractual market driven pay package, no other allowance including Dearness Allowance will be admissible. The package



will have to be decided by the concerned Ministry/Department in consultation with their FA. However, in case the consolidated package exceeds Rs. 2.00 lakhs per month, the matter may be referred to Department of Expenditure for approval.

- “Depending upon the requirement of the job, the duration of the contract may be fixed but it shall not exceed five years. The concerned Department should include performance linked annual milestones in the contract. In the case of non-achievement of milestone, the employer should have the liberty to terminate the contract after following normal procedure in this regard”.

22. It is nobody’s case that the respondent was appointed under any market driven compensation package and, therefore, we failed to understand how the petitioner seeks to rely on afore-extracted clause from the concept note.

23. That apart, even the clause, plainly read, does not state that a contract of employment shall not exceed five years.

24. This obviously applies to the duration of a particular contract of employment. In other words, when initially awarding a contract of employment to an employee, that contract should not exceed five years. It does not apply to cases of renewal of contracts each of which is only for a period of one year or less. The afore-extracted clause cannot, therefore, stand as an embargo on further extension of the respondent’s contract.

25. Besides we may also note that in the offer of appointment dated 1 March 2019 issued to the respondent, there is no reference to the DOPT concept note dated 17 June 2023.



26. The Supreme Court has held, in a plethora of authorities, including *Piara Singh, Manish Gupta v. President, Jan Bhagidari Samiti*⁷, *Hargurpratap Singh v. State of Punjab*⁸ and *Rattan Lal v. State of Haryana*⁹ that an *ad hoc* employee cannot be replaced by another *ad hoc* employee, and can be replaced only by someone who is regularly selected. *Piara Singh* clearly holds that this has to be ensured, to eschew arbitrariness. *Mutatis mutandis*, one contractual employee can also not be replaced by another contractual employee. Else, it would lead not only to arbitrariness but would also provide fertile ground for corrupt practices to thrive.

27. Mr. Raj's contention that the advertisement dated 23 May 2025 was not applicable to the vacancy held by the respondent also fails to impress.

28. There is no dispute about the fact that the post against which the contractual appointment was being considered was the very same post as that which was held by the respondent, i.e., the post of Assistant Director (Entomology).

29. To a query from the Court as to what would happen to the vacancy which the respondent held, Mr. Raj's submission is that it would remain unfilled.

⁷ MANU/SC/0518/2022

⁸ (2007) 13 SCC 292

⁹ (1985) 4 SCC 43



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30. To our mind, this may border on unfair labour practice. It is certainly not permissible for the petitioners to keep the respondent's vacancy of Assistant Director (Entomology) unfilled, terminate his contract after having extended it six times and continuing him in the post for seven years with no blemish at any stage and, after terminating the contract, appoint fresh persons, again on contract, as Assistant Director (Entomology).

31. It is not as though the post of Assistant Director (Entomology) which the respondent was holding and the vacancies which the petitioner now seeks to fill have headlights. They are indistinguishable from each other.

32. This, therefore, is a plain case of termination of one contract employee in order to appoint other contract employee which is in the teeth of settled law.

33. We, therefore, find no error in the decision of the Tribunal which has directed the petitioners to re-engage the respondent, instead of making fresh contractual appointments to the post of Assistant Director (Entomology).

34. We clarify, however, that we are dealing with a case where one contractual employee is being replaced by another contractual employee. We are not considering a case where the petitioner is making regular recruitments against the post which the respondent was holding.



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35. That would be an entirely different matter.

36. For all these reasons, the writ petition is dismissed in *limine* with no orders as to costs.

37. We direct compliance with the orders passed by the Tribunal, at the latest within two weeks from today.

C. HARI SHANKAR, J.

OM PRAKASH SHUKLA, J.

APRIL 20, 2026/AT