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

Date of decision: 03.09.2025

+ W.P.(C) 15758/2023 & CM APPL. 63309/2023

SUNITA SINGH

.....Petitioner

Through: Ms. Aditi Gupta (DHCLSC)
and Ms. Amita Singh Kalkal,
Advs.

versus

UNION OF INDIA AND ORS

.....Respondents

Through: Mr. Jatin Singh, Mr. Keshav
Sehgal, Mr. Shivam Gaur, Mr.
Aryan Kumar, Ms. Nandita
Sharma, Ms. Rashi Singh and
Ms. Shabina, Advs.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

HON'BLE MS. JUSTICE MADHU JAIN

NAVIN CHAWLA, J. (ORAL)

1. This petition has been filed, challenging the Orders dated 27.04.2023 passed by the learned Central Administrative Tribunal, Principal Bench, New Delhi in O.A. 4474/2017, titled ***Ms. Sunita Singh v. Union of India & Ors.***, by which the learned allowed the O.A. filed by the respondent herein, with the following direction:

“8. In view of the aforesaid, the OA is allowed. The respondents are directed to release the salary of the applicant for the first three months, for which she has duly discharged her duty as Circle Officer in the Pay Band - 2 Rs.9300-34600/- with Grade Pay Rs. 4600 after deducting Rs. 75,000, the amount which is already received by the applicant from the



respondents. The said exercise shall be completed within eight weeks from the date of receipt of certified copy of this Order.”

2. The petitioner filed a review against the Order dated 27.04.2023 passed by the learned Tribunal, being R.A. No. 114/2023, *inter alia* contending that even though the O.A. was allowed by the learned Tribunal, the learned Tribunal failed to consider the prayer of reinstatement and arrears of salary along with interest. The said R.A. was dismissed by the learned Tribunal *vide* its Order dated 29.08.2023, finding the same to be not maintainable. The said order is also in challenge in this Writ Petition.

3. The petitioner had filed the above O.A. contending therein, that pursuant to an advertisement dated 19.04.2011, published by the Government of NCT of Delhi, Office of the Special Secretary (UD), Urban Development Department, calling for applications *inter alia* for the post of Circle Officer, and a Corrigendum dated 19.06.2011, the petitioner had applied for the post of the Circle Officer.

4. On being selected, an appointment letter dated 31.01.2012 was issued to her, appointing her as Circle Officer on contract basis with effect from 01.02.2012 to 30.04.2012 in a pay scale of PB-2 Rs. 9300-34800 with Rs. 4600 Grade Pay. The appointment letter stated that the term of contract appointment shall be of a period of three months only, which may be further extended as per the requirement of the work and on satisfactory performance of official duties, at the direction of the competent authority.

5. The petitioner contends that though no communication



extending the period of appointment was received by the petitioner, at the same time, the petitioner later came to know that an Order dated 01.05.2012 had been passed by the competent authority, extending her contract for a period of one year, from 01.05.2012 to 30.04.2013.

6. The petitioner further contends that the Administrative Officer, however, misled the petitioner by proposing that an additional charge was available at the National Monument Authority Head Office (in short, 'NMA'), and tricked the petitioner into accepting the same on a contract basis at a consolidated allowance of Rs. 30,000/- per month, as Consultant (Architectural Drawing Officer).

7. The appointment letter dated Nil was issued to the petitioner informing her that she would be paid a consolidated amount of Rs. 30,000/- per month as Consultant, on purely temporary basis at the NMA.

8. The petitioner joined the said service on 10.05.2012, and by a letter of the even date, stated that as she was earlier drawing a salary of Rs. 46,780/- and had an experience of more than sixteen years, her remuneration be suitably fixed. The NMA, however, by an Order dated 07.06.2012, confirmed her appointment with effect from 10.05.2012 till March 2013, at a consolidated remuneration of Rs. 30,000/- per month.

9. Admittedly, the petitioner did not protest against the same and continued to work as a Consultant with the NMA.

10. The period of consultancy was thereafter renewed for the period of one year from 01.04.2013 to 31.03.2014, and thereafter, from 01.04.2014 to 31.03.2015.



11. The petitioner approached the learned Tribunal by way of the above O.A. praying for the following relief:

“8. RELIEF SOUGHT

In view of the above mentioned facts and circumstances, it is respectfully prayed that this Hon’ble Tribunal may kindly be pleased to:-

- 1. Direct the Respondents to calculate and pay the salary of the Applicant for the period of 3 months commencing from February 2012 to April 2012 in the pay band of PB2-9300-34600+GP4600/-; and recommended by Competent Authority Delhi for period of 1st May 2012 to 30th April 2013 accordingly.*
- 2. Direct the Respondents to reinstate the Applicant as Circle Officer at Competent Authority, Delhi Circle.*
- 3. Direct the Respondents to calculate and release the pending salary with arrears along with interest for the period from Feb12 to April 12 and the recommendations by the Competent Authority Delhi for the period of 1st May 2012 to 30th April 2013 same salary should be released for the period of May 2013 to till date.”*

12. The learned Tribunal, in its Impugned Order dated 27.04.2023, has directed in the respondent to release the salary of the applicant for the first three months, that is, from 01.02.2012 to 30.04.2012 in a pay scale of PB-2 Rs. 9300-34600 with Rs. 4600 grade pay after deducting Rs. 75,000/-, which has already been received by the petitioner. The petitioner challenges the said Order by contending that though the above amount has been directed to be paid, interest on the same has not been awarded to the petitioner.

13. The learned counsel for the petitioner further submits that the petitioner had been misled into joining NMA stating that this would only be an additional charge. She submits that the contractual term for the petitioner as a Circle Officer was of one year, which was first arbitrarily curtailed to three months, and thereafter, though the



competent authority had decided to extend the same by a period of one year, the said Order was not communicated to the petitioner.

14. She further submits that the salary of the petitioner could not have been reduced while transferring her to the NMA.

15. The learned counsel for the respondent submits that the petitioner having accepted her appointment to the post of Consultant (Architectural Drawing Officer) at the NMA, cannot now challenge the same and seek the prayer of reinstatement and arrears of salary along with interest. He further submits that the petitioner, being appointed to the post of Circle Officer on contractual basis only for a period of three months, cannot claim any equities for seeking an appointment to the said post.

16. We have considered the submissions made by the learned counsel for the parties.

17. Admittedly, the appointment letter dated 31.01.2012 issued to the petitioner, stated that she had been appointed on a contractual basis with effect from 01.02.2012 to 30.04.2012. Though the said letter further stated that her appointment may be extended by the competent authority, and an Order in this regard had been passed by the competent authority, it is not disputed that the same was never communicated to the petitioner. An un-communicated order of extension of service, can have no effect in the eyes of law. A reference in this regard may be made to the Judgment of Supreme Court in ***Tagin Litin v. State of Arunachal Pradesh & Ors.***, (1996) 5 SCC 83, wherein the Supreme Court held as under:

“11. It is settled law that, in order to be



effective, an order passed by the State or its functionaries must be communicated to the person who would be affected by that order and until the order is so communicated the said order is only provisional in character and it would be open to the authority concerned to reconsider the matter and alter or rescind the order. (See: Bachhittar Singh v. State of Punjab [1962 Supp (3) SCR 713: AIR 1963 SC 395] , SCR at p. 721).

12. Here we are concerned with appointment to a post. An appointment to a post or office postulates—

- (a) a decision by the competent authority to appoint a particular person;*
- (b) incorporation of the said decision in an order of appointment; and*
- (c) communication of the order of appointment to the person who is being appointed.”*

18. It is also not disputed that the petitioner had been working with the NMA since 10.05.2012 till March 2015. The submission of the petitioner that her remuneration was arbitrarily reduced to Rs. 30,000/-, can also not be accepted, as the appointment letter issued by the NMA dated Nil, and thereafter, letter dated 07.06.2012, clearly mentioned that her remuneration would be Rs. 30,000/-, which was later increased in terms of the extension orders. The petitioner did not approach the learned Tribunal at that stage, and in fact, filed the above O.A. only in the year 2017. Having accepted her terms of appointment, the petitioner could not have challenged the same thereafter.

19. On the claim of the petitioner for the interest of three months remuneration, that is for the period while she had worked as a Circle

