



2025:DHC:11195-DB



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

Reserved on: 10.11.2025

Pronounced on: 12.12.2025

+ **W.P.(C) 15818/2025 & CM APPL. 64770/2025**

MONIKA AND ORS

.....Petitioners

Through: Mr. Ranjit Sharma, Adv.
versus

MUNICIPAL CORPORATION OF DELHI AND ORS

.....Respondents

Through: Dr. Divya Swamy, SC for MCD
with Mr. Yagyawalkya Singh,
Ms. Akriti Singh and Mr. Rishav
Ranjan, Advs. for R1 & R2.
Mrs. Avnish Ahlawat, SC with
Mr. Nitesh Kumar Singh,
Ms. Aliza Alam and Mr. Mohnish
Sehrawat, Advs.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

HON'BLE MS. JUSTICE MADHU JAIN

J U D G M E N T

MADHU JAIN, J.

1. This petition has been filed, challenging the Order dated 29.07.2025 passed by the learned Central Administrative Tribunal, Principal Bench, New Delhi (hereinafter referred to as, 'Tribunal') in O.A. No.32/2024, titled ***Monika & Ors. v. Municipal Corporation of Delhi & Ors.***, dismissing the O.A. filed by the petitioners herein.

FACTS OF THE CASE

2. The petitioners were engaged as Contract Teachers (Primary)



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with the Municipal Corporation of Delhi (MCD)/respondent no.1 and had served for five or more years. Their contractual engagement came to an end in the year 2016, consequent upon the recruitment and appointment of regular teachers through the Delhi Subordinate Services Selection Board (DSSSB).

3. The MCD administers approximately 1,534 schools across Delhi, catering to nearly 8.34 lakh students. Under the Right to Education Act, 2009, the MCD is obligated to maintain a prescribed pupil-teacher ratio (PTR). Due to the shortage of regular teachers, the prescribed PTR could not be sustained at the requisite level. Therefore, the MCD, by its communication dated 05.06.2023, addressed to the State Project Director, Samagra Shiksha, Government of NCT of Delhi (GNCTD), sought the deployment of 717 teachers under the Sarva Shiksha Abhiyan (SSA) scheme to meet the shortfall.

4. Samagra Shiksha is an integrated programme of the Government of India for the school education sector from pre-school to senior secondary level, aiming to enhance the quality and equity of learning outcomes. It subsumes Sarva Shiksha Abhiyan (SSA), Rashtriya Madhyamik Shiksha Abhiyan (RMSA) and Teacher Education (TE). The said programme, in Delhi, operates under the Department of Education (DoE), GNCTD, through Samagra Shiksha, Delhi (SSD), a society functioning under the DoE.

5. In response to the aforesaid request of the MCD, SSD issued an Order dated 13.07.2023, allocating 150 Primary Teachers and 201 Upper Primary Teachers to the MCD. The annexed list reveals that the



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said teachers were Guest Teachers (TGTs) holding B.Ed. qualifications, relieved from the DoE, GNCTD. Subsequently, *vide* Order dated 03.10.2023, a further 30 TGT Guest Teachers were placed at the disposal of MCD for teaching at the primary level.

6. Against the said arrangement, the petitioners preferred a representation dated 03.08.2023, seeking preference in appointment and for their contracts to be renewed.

7. As their representation was not acceded to, the petitioners approached the learned Tribunal by filing the above O.A., seeking directions to the respondents to consider them for engagement as contractual teachers in preference to the Guest Teachers deputed under SSD, and challenging the Orders dated 13.07.2023 and 03.10.2023.

8. The learned Tribunal, *vide* the Impugned Order, dismissed the abovementioned O.A., holding as under:

“6. We have given our thoughtful consideration to the arguments advanced by the counsel of the applicants; perused the counter affidavits filed by the respondents and examined the relevant documents on record. We have observed that this OA is barred by limitation as the applicants' teaching contract was terminated in 2016 and they have knocked the doors of the Tribunal only in 2024 - after delay of 8 years. Also we have observed that the employment of contractual teachers is governed by the covenants of the contract and they were discharged by the respondents after the expiry of the period of the contract. We do not know about the organisational structure, Society bye laws, Memorandum of Association and Articles of Association of Samagra Siksha Delhi (SSD) as none of these documents have been placed on record by the counsel of the applicants. SSD has also not filed any counter



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affidavit in this OA. Moreover, we have observed that SSD is a society/autonomous body on which the Tribunal has no jurisdiction. MCD has stated in its reply that they have closed the surplus policy of Directorate of Education (DoE) on the contractual teachers. This seems to be a prudent administrative and fiscal action of the respondents-MCD to economise on costs and we therefore find no reason to interfere with their decision. Moreover, it is a settled principle in administrative law and service jurisprudence that Govt. job is not an indefeasible right of the applicants as per the ratio given in Hon'ble Apex Court Judgment in Shankarsan Dash vs. Union of India - AIR 1991 SC 1612.

7. In the light of the above, we are of the considered opinion that the balance of convenience in this case lies with the respondents. The instant OA is devoid of merit; deserves to be dismissed and is accordingly dismissed. There will be no order as to costs. Pending M.As if any, also stand dismissed accordingly.”

9. Aggrieved thereby, the petitioners have approached this Court by way of the present petition.

SUBMISSIONS OF THE LEARNED COUNSEL FOR THE PETITIONERS

10. The learned counsel for the petitioners submits that the learned Tribunal has erred in holding that the O.A. was barred by limitation. He submits that the cause of action arose in 2023 when the MCD, *vide* Communication dated 05.06.2023, requested Samagra Shiksha, GNCTD to provide contractual teachers, pursuant to which Samagra



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Shiksha began diverting contract/guest teachers of the DoE, GNCTD to the MCD. He submits that, therefore, the grievance of the petitioners, that having earlier served as contract teachers under the MCD, they are entitled to preference in engagement over surplus teachers from the GNCTD, arose at that point.

11. He further submits that the MCD is an autonomous body governed by its own recruitment rules, and, therefore, teachers from DoE, GNCTD could not have been deployed to MCD schools to the exclusion of those who had already served as contract teachers therein.

12. The learned counsel submits that Samagra Shiksha is only a funding agency and has no authority to interfere with the recruitment or engagement of teachers in the MCD. He submits that this position stands admitted by Samagra Shiksha in its reply before the learned Tribunal, wherein it categorically stated that it has no role in the engagement of contract teachers in the MCD. He submits that, therefore, the direction issued by Samagra Shiksha *vide* Order dated 13.07.2023, restraining the MCD from engaging contract teachers on its own, is *ex facie* illegal and undermines the autonomy of the MCD.

13. It is further contended that the engagement of Guest Teachers (TGTs) from the DoE, GNCTD, as Primary Contract Teachers in MCD schools is contrary to the applicable recruitment rules as well as to the law laid down by the Supreme Court in ***Devesh Sharma v. Union Of India***, 2023 INSC 704, as the said judgment holds that B.Ed. is not the prescribed qualification for appointment as Primary Teacher, and that Diploma in Elementary Education (D.El.Ed.) is the



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requisite qualification for teaching at the primary level. He submits that the petitioners, having served the MCD as contractual teachers with the prescribed D.El.Ed. qualification, are entitled to preference in any future contractual engagements.

14. The learned counsel further contends that the respondents' refusal to consider the petitioners, who have earlier served as contract teachers under the MCD for several years, is contrary to the settled principle that existing or former contractual employees cannot be replaced by a fresh set of contractual appointees. He submits that the petitioners, many of whom are now over-aged and unable to seek regular employment elsewhere, have thus been deprived of a legitimate opportunity for engagement.

15. It is lastly submitted that the MCD runs more than 1,500 schools across Delhi with over 8 lakh students and is perpetually faced with a shortage of teachers due to retirements, resignations and promotions. Given these circumstances, the continued engagement of contract teachers is indispensable. He submits that such appointments are being continued since 2023, and the MCD, by its Letter dated 30.03.2025, has recently sought 161 additional teachers from Samagra Shiksha to maintain the PTR. He submits that the petitioners, having rendered long service as contract teachers in the MCD, deserve to be duly considered for engagement against such vacancies and be accorded preference.



SUBMISSIONS OF THE LEARNED COUNSEL FOR THE RESPONDENTS

16. The learned counsel for the respondents submits that the Secretary (Education), who also functions as the President of the Executive Committee of SSD, has categorically recorded that SSD is not mandated to engage teachers directly or determine the number of such engagements and that its role is limited to providing lump-sum financial assistance to the DoE and the MCD, as per the approvals received from the Ministry of Education, Government of India.

17. She further submits that the funds approved under the Project Approval Board (PAB) for the year 2023–24 towards the component of salary support were only sufficient to meet the remuneration of the teachers already in position. Consequently, the request of the MCD for engagement of 717 additional Primary Teachers could not be acceded to. She submits that in view of this constraint, certain contract teachers already working under SSD were temporarily allocated to the MCD, purely as a stop-gap measure to maintain the PTR.

18. It is further submitted that the guest teachers referred to in the O.A. were not newly appointed but were allocated to the MCD only in place of such contract teachers who did not join pursuant to the allocation orders. She submits that the respondents categorically deny that any fresh contractual engagements were made to replace existing contract teachers who had earlier served with the MCD. The learned counsel submits that the teachers so allocated were already serving under the DoE, GNCTD, and were placed in MCD schools only in a diverted capacity to meet temporary exigencies.



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19. It is also submitted that, in compliance with *Devesh Sharma* (supra), the Upper Primary Teachers who had been allocated to the MCD vide Orders dated 13.07.2023 and 30.10.2023 were duly reverted to the DoE, GNCTD vide Order dated 22.07.2024.

ANALYSIS AND FINDINGS

20. We have considered the submissions made by the learned counsels for the respective parties.

21. The principal question that arises for consideration is whether the petitioners, whose contractual engagement as Primary Teachers under the MCD ended in the year 2016, can, after a lapse of several years, claim a vested right to re-engagement or preferential consideration for contractual appointment, particularly in view of the administrative decision of SSD not to engage fresh contract teachers and to allocate existing teachers from the DoE, GNCTD to the MCD schools.

22. At the outset, it may be noted that the engagement of the petitioners as contractual teachers came to an end in the year 2016 upon the appointment of regular teachers through the DSSSB. The contractual nature of their employment, by its very terms, did not confer upon them any right to continuation or future engagement. It is well settled that contractual employment does not create any indefeasible right to continuation, extension, or re-engagement. Once the contract comes to an end, the relationship between the parties stands terminated, and no claim for future engagement can be founded



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thereupon.

23. The contention of the petitioners that a fresh cause of action arose in the year 2023 when the MCD sought deployment of teachers from Samagra Shiksha, and that their claim for preferential consideration should be assessed from that date, may be correct, however, the issue is whether the petitioners, whose contractual services came to an end years' back, have any legitimate right to be considered for appointment on contractual basis and whether the decision of the MCD to meet its requirement from Sangram Shiksha is in any manner illegal or violative of any rights of the petitioner.

24. The petitioners' engagement having ceased in 2016, cannot have any right to challenge a subsequent administrative communications between MCD and Samagra Shiksha in the year 2023 determining the mode of appointment of teachers in the MCD.

25. The learned Tribunal has further found, on the basis of the respondents' pleadings, that no fresh contractual recruitment was undertaken by the MCD. Owing to financial constraints and insufficiency of funds under the Samagra Shiksha grant for additional contractual posts, certain teachers already serving under the DoE, GNCTD were temporarily allocated to MCD schools in a diverted capacity as a stop-gap measure. No contractual teacher was engaged to replace the petitioners, nor was any new contractual appointments made under the MCD's establishment. The temporary deployment of Guest Teachers was thus an administrative arrangement to ensure continuity of teaching and maintain the PTR.



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26. The petitioners have also placed on record a letter dated 30.03.2025 whereby the MCD sought 161 additional teachers from Samagra Shiksha, contending that this demonstrates a continuing requirement creating a fresh cause of action. This submission is without merit. As noted hereinabove, the MCD's ongoing need to maintain the prescribed PTR does not create any enforceable right in favour of the petitioners, whose contractual engagement had terminated in the year 2016.

27. The reliance placed by the petitioners on the decision of the Supreme Court in **Devesh Sharma** (supra) also does not come to the aid of the petitioners. The Supreme Court in that case held that B.Ed. qualification does not equip a teacher to teach at the primary level and that Diploma in Elementary Education (D.El.Ed.) is the requisite qualification for primary teaching. While this principle may have bearing on the suitability of qualifications for primary teaching posts, it bears no nexus to the petitioners' claim for revival of a contractual engagement that had ceased several years earlier. The said judgment does not create any right in favour of the petitioners for preference or re-appointment. It may also be noted that in compliance with **Devesh Sharma** (supra), the Upper Primary Teachers who had been allocated to MCD for primary teaching were reverted to the DoE, GNCTD vide Order dated 22.07.2024.

28. The learned Tribunal, therefore, rightly concluded that the petitioners, having no subsisting right to re-engagement and were not entitled to the reliefs sought. This Court finds no infirmity in that



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view.

CONCLUSION

29. In view of the foregoing discussion, we find no merit in the present petition filed by the petitioners. The same is dismissed.

30. The pending application also stands disposed of.

31. There shall be no order as to costs.

MADHU JAIN, J.

NAVIN CHAWLA, J.

DECEMBER 12, 2025/RM