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

% ***Decided on: 23.07.2025***

+ W.P.(C) 9872/2019 & CM APPL. 40819/2019

RAM CHANDERPetitioner

Through: Mr. Mukesh Kumar, Mr. Madhup
Tiwari, and Mr. Rajesh Kumar,
Advocates.

versus

DELHI DISASTER MANAGEMENT AUTHORITY
AND ANR.Respondents

Through: Mrs. Avnish Ahlawat, SC with Mr.
N.K. Singh, Ms. Aliza Alam, and
Mr. Mohnish Sehrawat, Advocates
for GNCTD.

**CORAM:
HON'BLE MR. JUSTICE PRATEEK JALAN**

PRATEEK JALAN, J. (ORAL)

1. By way of this petition under Article 226 of the Constitution, the petitioner assails an order of the respondents dated 08.05.2019, by which his services as a District Project Officer (SW) ["DPO"] in the Delhi Disaster Management Authority were terminated.
2. The petitioner was first appointed as a DPO by order dated 27.04.2011, for the period from 01.04.2011 to 06.02.2012. His appointment was renewed annually, lastly by an order dated 05.04.2019, for the period from 01.03.2019 to 28.02.2020.
3. During the subsistence of the last renewal, the respondents issued



the impugned order dated 08.05.2019, which reads as follows:

*“Services of Sh. Ram Chander, DPO presently posted in Office of DM/DC(SW), are **hereby terminated for continuous negligence of work, with immediate effect.***

Further, Sh. Vinod Bhardwaj, Additional Chief Warden shall look after the work of DPO(SW).

This issued with approval of Competent Authority.”¹

4. Mr. Mukesh Kumar, learned counsel for the petitioner, submits that the impugned order is vitiated by a failure of natural justice, as it was not preceded by any show cause notice, inquiry, or hearing. Although the employment of the petitioner was admittedly contractual, he submits that a stigmatic termination requires compliance of the rules of natural justice, in terms of the judgment of the Supreme Court in *Parshotam Lal Dhingra v. Union of India*². He also contends that the termination was *mala fide* and bereft of evidence, as the petitioner’s services had been renewed from year to year, and the District Magistrate, South West, had issued him a letter of appreciation on 25.01.2019, only a few months before the impugned termination.

5. Mr. Kumar further relies upon an Office Order of the Government of the National Capital Territory of Delhi dated 16.02.2015, by which Government departments were directed not to terminate contractual employees pending a policy decision regarding their engagement.

6. Ms. Aliza Alam, learned counsel for the respondents, disputes these contentions, but I am of the view that the writ petition can be disposed of on the admitted ground that no show cause notice was served upon the petitioner prior to termination.

¹ Emphasis supplied.

² AIR 1958 SC 36 [hereinafter, “*Parshotam Lal Dhingra*”]



7. In the sphere of public employment, any action taken by the employer against an employee must be fair, just, and reasonable. In *Parshotam Lal Dhingra*, the Constitution Bench held that premature termination of services of a temporary employee also attracts the protection of Article 311 of the Constitution. Where such termination is founded on allegations such as negligence, it cannot be sustained in the absence of an inquiry and prior opportunity of hearing.

8. Two recent judgments of the Supreme Court also fortify this position:

a. In *U.P. State Road Transport Corporation and Ors. v. Brijesh Kumar and Anr.*³, the Court observed as follows:

“19. The services of the respondent have been determined solely on the ground of misconduct as alleged but without holding any regular inquiry or affording any opportunity of hearing to him. The termination order has been passed on the basis of some report which probably was not even supplied to the respondent. No show cause notice appears to have been issued to the respondent. Therefore, the order of termination of his services, even if on contractual basis, has been passed on account of alleged misconduct without following the Principles of Natural Justice. The termination order is apparently stigmatic in nature which could not have been passed without following the Principles of Natural Justice.”

b. In *Jaggo v. Union of India & Ors.*⁴ also, the Court reiterated that even contractual employees are entitled to a fair hearing before any adverse action is taken against them, particularly when their service records are unblemished.⁵

9. Applying these principles to the facts of the present case, it is

³ 2024 SCC OnLine SC 2282.

⁴ 2024 SCC OnLine SC 3826.



evident that the impugned termination order has been issued on an allegation of negligence against the petitioner. It is therefore clearly stigmatic. Having been issued without any show cause notice or inquiry, such an order cannot be sustained in law.

10. A show cause notice dated 25.02.2017 has been placed on record with the counter affidavit, but does not, in my view, serve the purpose, as the petitioner's services were, in fact, renewed thereafter for two more years. The counter affidavit also enumerates various purported complaints against the petitioner, but these complaints also pertain to a period prior to his last renewal. In any event, there is no evidence that the allegations were put to the petitioner, and his response was considered before issuance of the impugned order.

11. As I have come to the conclusion that the impugned order is vitiated on this ground, the other contentions raised by the petitioner do not require adjudication.

12. Having regard to the fact that the petitioner's employment was contractual in nature, and the last renewal was only until 28.02.2020, I have put it to Mr. Kumar as to whether a resolution of the disputes by financial compensation for a reasonable notice period, or even the balance period of the contract, is possible. Mr. Kumar, upon instructions, submits that the petitioner is not agreeable to such a resolution, as he seeks further opportunity to apply for the post of DPO.

13. In this view of the matter, having come to the conclusion that the impugned order could not have been passed without issuing a show cause notice to the petitioner, the impugned termination order dated 08.05.2019

⁵ Ibid, paragraph 14.



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is set aside. The respondent is permitted to issue a show cause notice and to take further proceedings, if it is so inclined, after considering the petitioner's response. The show cause notice may be issued within four weeks from today, and the response must be filed within four weeks thereafter.

14. It is made clear that, in the event the respondents do not commence fresh proceedings against the petitioner within the aforesaid period, or the proceedings do not result in imposition of the penalty of termination upon the petitioner, the respondent will be liable to compensate the petitioner for the premature termination, as may be applicable to the employment in question. As the period of the petitioner's contract has, in any event, lapsed more than five years ago, he will not be entitled to automatic reinstatement or back wages, but may be considered for future vacancies, if the allegations against him are not proved.

15. The writ petition, alongwith the pending application, is disposed of with these directions.

PRATEEK JALAN, J

JULY 23, 2025

SS/Jishnu/