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

Date of decision: 27th April, 2026.

\+ W.P.(C) 14516/2022 & CM APPL. 56647/2023

JAGRIT KATHURIA AND ORS .....Petitioners

Through: Mr. Nikhilesh Kumar, Advocate.

versus

GURU GOBIND SINGH INDRAPRASTHA UNIVERSITY & ORS.
.....Respondents

Through: Mr. Harish Malhotra, Sr. Advocate with Ms. Shivani Kher, Mr. Rakesh Lakra and Mr. Rishabh Shivhare, Advocates for R-2.
Ms. Manisha Agrawal N. and Mr. Nipun Jain, Advocates for R-3.
Ms. Pearl Sharma, Advocate for R-4.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

JUDGMENT

SANJEEV NARULA, J. (Oral):

1. The Petitioners, who were engaged as teaching faculty in HMR Institute of Technology & Management, have filed this petition under Article 226 of the Constitution assailing the termination notices dated 16th September, 2022 issued by Respondent No. 2. They also seek reinstatement with consequential benefits.

Facts

2. The dispute, in substance, arises from the termination of teaching

faculty by a private unaided college affiliated to the University. The Petitioners were engaged at different stages between 2011 and 2015. Some of them entered service as Lecturers and were later appointed as Assistant Professors. The appointment record is not uniform in expression. Certain earlier letters described the engagement as temporary or contractual. The later orders, however, referred to appointment as Assistant Professor, placement either in a pay scale or on consolidated salary, probation, selection by a committee, self-appraisal, and governance by the rules and regulations of the University concerned, the State Government and HMRITM. At the same time, the appointment documents contained a clause permitting termination by one month's notice or salary in lieu of notice.

3. The Petitioners rely on their length of service, the later appointment orders and the material submitted by the Institute to AICTE to contend that they were regular employees. They also refer to the faculty data forming part of the AICTE/RTI material on record, where some teachers were described as "Regular" and others as "Contract". Their submission is that Respondent No. 2 cannot project them as regular faculty before the regulator, and yet describe them before this Court as employees whose services could be brought to an end as a matter of ordinary contract.

4. The Petitioners place the impugned action in the context of their earlier grievances against the Institute. They had approached this Court in *WP(C) 1314/2021* seeking pay fixation in terms of the 6th and 7th Central Pay Commission recommendations. They had also submitted a complaint/representation to AICTE in August 2021 alleging that the Institute had furnished incorrect information for extension of approval, had failed to provide insurance and ERP facilities, had reflected inaccurate faculty data,

had used the credentials of contractual faculty for regulatory purposes, and had not provided adequate institutional facilities.

5. The AICTE Standing Complaint Scrutiny Committee thereafter considered the complaint. It recorded that the Institute had placed documents showing salary transfers to around 110 faculty members for the preceding six months, as against the stated faculty requirement of about 75 on the applicable student-faculty ratio. The Committee also noted that material relating to insurance and infrastructure had been furnished, along with photographs said to show that some of the complainants were either not discharging duties or were found sleeping during office hours. On that basis, the complaint was closed with the observation that no further action was required.

6. Soon thereafter, on 16th September, 2022, Respondent No. 2 issued the impugned notices. The notices are materially similar. They refer to the Petitioners' earlier appointment letters and later orders of appointment, collectively describe those documents as the "Appointment Letter", invoke Clause 3, and state that the Institute had decided that the Petitioners' services were no longer required. The notices also tendered amounts towards pay in lieu of notice, salary for the days worked in September, 2022, security deposit and gratuity.

7. The impugned notices do not rest the termination on any allegation of misconduct. They make no reference to any charge, inquiry, adverse finding, disciplinary proceeding or stigmatic conclusion. On their face, they purport to effect termination simpliciter under the contractual termination clause.

Submissions on behalf of the Petitioners

8. The Petitioners submits that the impugned action is arbitrary, retaliatory and legally unsustainable. They had served the Institute for several years, in some cases for nearly a decade, and their services continued well beyond the period of probation. The subsequent appointment orders and regulatory disclosures made by the Institute, they contend, show that they were not casual or short-term appointees, but formed part of the regular teaching faculty. On that footing, it is urged that Respondent No. 2 could not have brought their services to an end in the manner adopted. In the alternative, even if the Petitioners were treated as contractual or temporary employees, their services could not have been dispensed with without adherence to the principles of natural justice, including a prior opportunity of hearing. In this regard, reliance is placed on ***Dr. M.P. Chaudhary v. Netaji Subhash University of Technology***[1] and ***Central Inland Water Transport Corp. Ltd. & Anr. v. Brojo Nath Ganguly & Anr.***[2]

9. The impugned termination notices were issued *en bloc* and in a mechanical manner. The notices do not disclose any reasons and merely state that the services of the Petitioners are no longer required, without reference to any charge, inquiry, adverse material or discernible basis. The issuance of identical notices to a group of teachers, in close proximity to their pursuit of service-related grievances, reflects a colourable exercise of power.

10. The impugned action is a counterblast to their earlier writ petition concerning pay fixation, as well as to the complaint made to AICTE

[1] 2023:DHC:4474.
[2] (1986) 3 SCC 156.

regarding regulatory non-compliances. Emphasis is laid on the sequence of events: the Petitioners first pursued claims relating to pay; thereafter, complaints were addressed to AICTE; memoranda were issued to certain faculty members; the AICTE Committee closed the complaint on 30th August, 2022; and within a short span thereafter, the impugned termination notices were issued. This sequence clearly indicates a retaliatory motive.

11. The Petitioners could not have been removed without adherence to the applicable statutory and regulatory regime. Reliance is placed on the provisions of the Guru Gobind Singh Indraprastha University Act, 1998 and the Statutes framed thereunder to contend that an affiliated institution is bound to comply with the Act, Statutes, Ordinances and Regulations of the University. Particular reliance is placed on Clause 22 of the First Statute, which mandates that a teacher may be removed only for a justified cause and after being afforded a reasonable opportunity of showing cause. Moreover, in view of Section 31 of the Act, the terms of any contract of service cannot be inconsistent with the statutory framework, and therefore, a contractual termination clause cannot be invoked to defeat these safeguards.

12. Respondent No. 2 cannot evade the writ jurisdiction of this Court by describing itself as a private unaided institution. The Institute performs a public function in the field of education, is affiliated to a statutory University, is subject to regulatory control, and is bound by statutory obligations. In such circumstances, its actions are amenable to judicial review under Article 226. In support of maintainability, reliance is placed on

Anandi Mukta Sadguru & Ors. v. V.R. Rudani,[3] and ***Ramesh Ahluwalia v. State of Punjab***.[4]

13. The replacement of the Petitioners by another set of contractual appointees is impermissible in law. In this regard, reliance is placed on ***Rattan Lal v. State of Haryana***,[5] and ***Hargurpratap Singh v. State of Punjab***,[6]

14. On this foundation, the Petitioners contend that the notices violate Articles 14 and 16 of the Constitution and deserve to be quashed.

Submissions on behalf of Respondent No. 2

15. Respondent No. 2 raises a preliminary objection to maintainability. It is submitted that Respondent No. 2 is a private unaided educational institution run by a society registered under the Societies Registration Act, 1860. It receives no Government aid and is not under Government control. It is affiliated to Respondent No. 1 only for academic and regulatory purposes. It is not "State" within Article 12 and the dispute, arising out of termination of service, pertains to a contract of personal service with no public law element. In this regard, reliance is placed on ***Apollo Tyres Ltd. v. C.P. Sebastian***,[7] ***K.K. Saksena v. International Commission on Irrigation and Drainage,***[8] and ***St. Mary's Education Society v. Rajendra Prasad Bhargava.***[9]

16. The Petitioners seek no substantive relief against the University, the Government of NCT of Delhi or AICTE. Those authorities, Respondent No.

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[3] (1989) 2 SCC 691.
[4] (2012) 12 SCC 331.
[5] (1985) 4 SCC 43.
[6] (2007) 13 SCC 292.
[7] (2009) 14 SCC 360.
[8] (2015) 4 SCC 670.

2 submits, have been impleaded only to give a public law complexion to what is otherwise a private employment dispute. The cause of action arises from the termination notices issued by Respondent No. 2, and the operative relief is directed against Respondent No. 2 alone. The mere presence of public authorities in the array of parties cannot render maintainable a writ petition which, in substance, seeks enforcement of a private contract of service.

17. On merits, Respondent No. 2 argues that the Petitioners were engaged on contractual/temporary terms. Their appointment letters expressly reserved to the Institute the right to terminate service by one month's notice or salary in lieu thereof. The impugned notices merely invoked that clause. The Petitioners were paid salary in lieu of notice, salary for the days worked, security deposit and gratuity. The Petitioners accepted the cheques and stopped reporting for duty.

18. Respondent No. 2 denies that the impugned action was retaliatory or actuated by *mala fides*. The earlier writ petition for pay fixation has no nexus with the impugned notices. Further, the AICTE complaint was found to be without substance and closed. The memoranda issued to certain faculty members were part of ordinary administration and discipline, and cannot be treated as proof of *mala fides*.

19. The service conditions of the Petitioners are governed by their contracts of employment and not by the provisions of the Guru Gobind Singh Indraprastha University Act, 1998 or the Statutes framed thereunder, which are inapplicable to employees of a private unaided institution. Moreover, the termination was effected in accordance with the requirements

[9] 2022 SCC OnLine 1091.

of the institution, including the need to maintain appropriate faculty strength in light of student intake and course structure.

Submissions on behalf of Respondent No. 1 University

20. Respondent No. 1 University submits that no relief has been sought against it. Respondent No. 2 is merely an affiliated college and that the University does not exercise control over the day-to-day administration of such institutions, including matters relating to appointment, selection or termination of their teaching and non-teaching staff.

21. Respondent No. 2 is affiliated with the University, and the conditions of such affiliation are governed by Statute 24 and the letter of affiliation. Statute 24 does not lay down any provision governing the termination of services of employees of an affiliated college. Similarly, the letter of affiliation for the academic session 2022-23 does not contain any stipulation in respect of termination of teaching or non-teaching staff.

22. The University also relies on the principles in ***K.K. Saksena*** and ***St. Mary's Education Society*** to submit that the dispute remains one of private service and cannot be transformed into a public law dispute merely because Respondent No. 2 imparts education or is affiliated to a statutory University.

Issues

23. Upon consideration of the aforesaid facts and submissions advanced, the following issues arise for determination:

(i) Whether the writ petition is maintainable against Respondent No. 2, a private unaided affiliated educational institution, in respect of termination of service of its teaching faculty?

(ii) Whether the impleadment of the University, GNCTD and AICTE in the absence of any substantive relief against them, introduces any public law

element into what Respondent No. 2 describes as a private employment dispute?

(iii) If the petition is assumed to be maintainable, whether the termination notices dated 16th September, 2022 suffer from arbitrariness, *mala fides*, breach of natural justice or violation of any statutory obligation so as to warrant interference under Article 226 of the Constitution?

Analysis

On Maintainability

24. The first and central question is whether this writ petition is maintainable against Respondent No. 2. There is no dispute about the institutional character of Respondent No. 2. It is a private unaided educational institution, run by a society registered under the Societies Registration Act, 1860, and affiliated to the University. It receives no grant-in-aid from the Government and is not shown to be under the administrative or financial control of the Government or any instrumentality of the State. Respondent No. 2 is, therefore, not "State" within the meaning of Article 12 of the Constitution.

25. That, by itself, does not conclude the matter, since Article 226 is wider than Article 12. Yet, the width of Article 226 does not mean that every private body, or every decision taken by such body, is open to judicial review. A writ may issue against a private body only in exceptional circumstances, where it performs a public duty and the action complained of bears a public law character. A writ of mandamus is not a remedy for enforcing a purely private contract of personal service.

26. The Supreme Court has repeatedly drawn this line. In ***Binny Ltd. v.***

V. Sadasivan,[10] the Court held that judicial review under Article 226 is concerned with public law remedies and does not ordinarily extend to private wrongs arising out of contract. In ***K.K. Saksena v. International Commission on Irrigation and Drainage***,[11] the Court reiterated that even where Article 226 may reach a non-State body, the duty sought to be enforced must be a public duty. The most direct authority for the present case is ***St. Mary's Education Society***, where the Supreme Court held that although a private unaided educational institution may perform a public function by imparting education, a service dispute raised by its employee is not maintainable under Article 226 unless the service action is governed or controlled by statutory provisions.

27. The distinction is important. An institution may perform a public function in one field and yet act in a private capacity in another. Imparting education may attract regulatory oversight, affiliation conditions and academic control. But an employment decision taken by a private unaided institution in relation to its staff does not become a public law action merely because the employer runs a college. The Court must therefore examine not only who the Respondent is, but what duty is sought to be enforced and whether the impugned action is traceable to a statutory obligation.

28. Applying that test, the present dispute does not disclose the necessary public law element. The impugned action is the termination of the Petitioners' services by Respondent No. 2. The relief is directed, in substance, against Respondent No. 2 alone. The University, GNCTD and AICTE have been arrayed as parties, but the termination notices do not

[10] (2005) 6 SCC 657.
[11] (2015) 4 SCC 670.

emanate from them. Nor is it shown that any of those authorities exercised, approved, directed or declined to exercise any statutory power in relation to the impugned terminations. The presence of public authorities in the array of parties cannot change the nature of the *lis*.

29. The Petitioners seek to bring the matter within public law by relying on the GGSIPU Act, the Statutes framed thereunder, and the conditions of affiliation. This submission does not carry the case far enough. Statute 24, on which reliance is placed, concerns the conditions subject to which an institution may be granted or continued affiliation. It deals with regulatory, academic, infrastructural and administrative requirements. On the material placed before this Court, it does not regulate termination of teaching staff in a private unaided affiliated institution. Nor does it impose a statutory restraint requiring prior approval, inquiry or adjudication before Respondent No. 2 may act under the termination clause contained in the appointment documents.

30. The Petitioners also rely on clauses in the appointment documents stating that their services would be governed by the rules and regulations of the University concerned, the State Government and HMRITM. That recital does not, by itself, confer statutory status upon the employment. A party invoking a statutory protection must identify the statutory rule, establish its applicability to the service relationship, and demonstrate how its breach vitiates the impugned action. A general reference in an appointment letter to University or State rules cannot convert a private contract of service into statutory employment, particularly when the very appointment documents also contain a termination clause permitting cessation of service by one month's notice or pay in lieu thereof.

31. The material relied upon from AICTE, including faculty lists and information obtained under the Right to Information Act, stands on no higher footing for the purpose of maintainability. At its highest, it shows how the Institute described its faculty for regulatory purposes, including by using expressions such as “Regular” and “Contract”. Such material may have evidentiary value in an appropriate proceeding on the character of engagement. It does not, however, amount to regularisation in law. Nor does it create a statutory status, tenure, or right to reinstatement enforceable in writ jurisdiction.

32. The distinction between regulatory oversight and statutory control over service conditions must remain clear. AICTE may prescribe norms relating to faculty strength, approval and institutional standards. The University may regulate affiliation. But those forms of regulatory supervision do not, without more, create statutory control over every employment decision of a private unaided affiliated institution. There is also a distinction between breach of a regulation or an affiliation requirement and breach of a statutory condition governing termination. If an affiliated institution fails to comply with the norms prescribed by AICTE of the university, the regulator may have remedies available under the governing statue, regulations or conditions of approval. But such non-compliance does not automatically render an individual termination void or confer a right or reinstatement in writ proceedings. Unless a statute, statutory rule, binding regulation or condition of affiliation is shown to govern the impugned termination, the dispute remains one arising from the contract of employment.

33. In the present case, no such statutory restraint has been shown. The

termination notices were issued by Respondent No. 2 under the appointment documents. They were not issued by the University, GNCTD or AICTE. Nor is it shown that any of those authorities were required, by statute or binding regulation, to approve, review or control the termination. The controversy, therefore, does not acquire a public law character merely because Respondent No. 2 is affiliated to the University or regulated by AICTE.

34. The Petitioners also rely on the length of their service. That circumstance may explain their sense of grievance, but it does not alter the legal character of the relationship. Continuance in service, even for a considerable period, does not by itself confer public law status. Nor can it override the express terms of appointment. In the absence of a statutory framework governing termination, length of service cannot furnish an independent basis for invoking writ jurisdiction.

35. The objection to maintainability must, therefore, be upheld. In the facts of the present case, the dispute arises from termination of a contract of personal service by a private unaided institution. It does not disclose any enforceable public duty or statutory breach in relation to the impugned notices. The controversy remains within the realm of private law and is, therefore, not amenable to the writ jurisdiction of this Court under Article 226.

36. Nonetheless, having regard to the fact that the petition has remained pending since 2022 and that submissions have been addressed on merits, this Court proceeds to examine the matter on merits as well, assuming, for the sake of completeness, that the petition is maintainable. Even on that assumption, no case for interference is made out in exercise of jurisdiction

under Article 226 of the Constitution of India.

On Merits

37. The impugned notices are termination simpliciter. They do not cast any stigma, nor do they record any finding of misconduct, indiscipline, incompetence or moral blame. The Petitioners have not been visited with any adverse finding in a disciplinary proceeding, nor has any charge been framed or adjudicated. The Institute has merely invoked the termination clause contained in the appointment documents and tendered salary in lieu of notice along with other dues.

38. The Petitioners contend that, even in such circumstances, the termination could not have been effected without adherence to the principles of natural justice. This submission does not commend acceptance. The decisions relied upon by the Petitioners operate in materially distinct contexts. In ***Dr. M.P. Chaudhary***, the requirement of a prior hearing arose in the backdrop of a statutory framework governing service conditions in a public university. Likewise, ***Central Inland Water Transport Corporation Ltd***. concerned a State instrumentality and the invalidation of an unconscionable contractual clause on grounds of arbitrariness under Article 14. Neither decision applies to the facts of the present case, which concerns a private contractual employment and a non-stigmatic termination simpliciter.

39. The Petitioners also contend that the absence of reasons makes the action arbitrary. That argument cannot be accepted in the present contractual framework. Where the governing appointment document permits termination by notice or salary in lieu, and the termination is not founded on misconduct, the employer is not required to hold a disciplinary inquiry

merely because the employee has served for a long period. Natural justice is not an empty incantation; it applies where the law, the contract, or the nature of the action calls for a hearing. A contractual termination simpliciter, without stigma and in accordance with a notice clause, does not ordinarily attract a pre-decisional hearing.

40. The appointment documents placed on record uniformly contain a clause permitting termination by one month's notice or salary in lieu thereof. This position runs consistently across the initial and subsequent appointment letters, including those issued upon selection and those placing the Petitioners in pay scales.

41. It is true that the appointment record is not entirely one-sided. Some documents speak of appointment through a duly constituted selection committee. Some refer to pay scale. Ankur Sharma's earlier appointment letter uses the expression "regular basis". Some later orders say that service would be governed by University, State Government and HMRITM rules. These features were pressed by the Petitioners with some force. But those very documents also contain a termination clause. Several of them say that the appointment does not guarantee permanent employment. Some place the employee on probation or make continuation subject to self-appraisal and other conditions. The documents therefore cannot be read selectively.

42. The Petitioners' submission would require the Court to give decisive weight to those parts of the appointment record which assist them, while treating the termination clause as if it had no operative force. That approach cannot be accepted. The appointment documents must be read as a whole. So read, they do not confer an unconditional right to remain in service until superannuation. They create an employment relationship governed by

specified terms, one of which permits termination by notice or salary in lieu of notice.

43. The use of the word "regular" in some of the appointment documents does not carry the matter any further. In the regulatory or administrative context, that expression may distinguish a faculty member from visiting, part-time or purely ad hoc staff. It may also indicate that the employee formed part of the regular faculty strength of the Institute. But, in the absence of a statutory rule, a binding service regulation, or a clear tenure clause, the description "regular" does not extinguish the express termination clause or create immunity from termination in accordance with the appointment documents.

44. The next question is whether the termination has been shown to be *mala fide* or retaliatory. The Petitioners rely substantially on chronology. That chronology does invite scrutiny. The Petitioners had pursued pay-related claims. A complaint had been made to AICTE. Memoranda were issued to some faculty members. The AICTE/SCSC file was closed on 30th August, 2022. The termination notices followed on 16th September, 2022.

45. Chronology, however, is not proof by itself. *Mala fides* must be pleaded with particulars and established through material which shows a clear nexus between the protected action and the adverse decision. In the exercise of writ jurisdiction, this Court cannot, on the present record, infer retaliation merely because an adverse employment decision followed a complaint or pending litigation.

46. The memoranda relied upon by the Petitioners show that the relationship between some faculty members and the management had become strained. The memoranda relate, among other things, to non-

availability in the department, research work, student performance, mask compliance and institutional discipline. The Petitioners replied to them and disputed the allegations. These documents may show friction between the parties, but they do not, by themselves, prove that the later termination notices were issued as punishment for the Petitioners having pursued complaints or legal remedies.

47. It is also material that the termination notices do not rely on these memoranda. Respondent No. 2 did not convert the memoranda into disciplinary charges. It did not dismiss the Petitioners on the ground of misconduct. Having defended the notices as termination simpliciter under the appointment documents, Respondent No. 2 cannot invite the Court to treat the memoranda as the real foundation of the termination. Conversely, the mere existence of those memoranda is insufficient for the Petitioners to establish that the notices, otherwise issued under the termination clause, were punitive in character.

48. The allegation that Respondent No. 2 appointed fresh contractual faculty in the same posts also remains inadequately proved. The Petitioners have pleaded that they "reliably learnt" about such appointments. That assertion, without appointment records, advertisements, staff lists after termination, or a clear admission, cannot form the basis for a writ of reinstatement.

49. The decisions in ***Rattan Lal***, and ***Hargurpratap Singh*** do not assist the Petitioners on these facts. Those cases arose in settings involving public employment or public authorities, where the State or an instrumentality of the State sought to replace one set of ad hoc/temporary employees with another similar set. The principle that one ad hoc employee should not

ordinarily be replaced by another ad hoc employee. It cannot be mechanically extended to enforce reinstatement against a private unaided institution in a contractual service dispute, particularly when actual replacement on identical terms has not been proved.

50. The Petitioners also argue that Respondent No. 2 accepted the benefit of their service for many years and therefore could not remove them by a one-month notice. This Court, in these proceedings, cannot rewrite the employment contract merely because the arrangement continued for long. A long contractual relationship remains contractual unless law, rule or conduct recognised by law changes its character.

51. Respondent No. 2 has also argued that the Petitioners accepted termination by encashing the cheques. The Court however does not rest the decision on waiver. An employee may receive admitted dues while still disputing termination. Encashment of salary, gratuity or security deposit cannot, in every case, be treated as abandonment of challenge. But the tender of such payment does show that Respondent No. 2 acted in the manner contemplated by the notice clause. That is enough for the limited purpose of this proceeding.

52. Finally, the Court must have regard to the nature of the relief sought. The Petitioners seek quashing of the termination notices and reinstatement with consequential benefits. In substance, this amounts to enforcement of a contract of personal service. It is well settled that such relief is not ordinarily granted, save in recognised exceptions, namely: (i) where a public servant is removed in violation of constitutional or statutory protection; (ii) where a workman seeks relief under industrial law; and (iii) where an employee of a statutory body is dismissed in breach of a mandatory statutory provision.

The present case falls in none of these categories.[12] Courts do not ordinarily compel a private employer and employee to continue a relationship of personal service once it has been brought to an end in accordance with the terms of the contract.

53. For the foregoing reasons, no case for interference under Article 226 is made out. Even assuming maintainability, the termination is traceable to the appointment documents, non-stigmatic, and effected in terms of the contractual stipulation of notice or pay in lieu. No statutory breach or *mala fides* has been established.

54. The writ petition is accordingly dismissed. Pending applications, if any, also stand disposed of.

55. It is clarified that the observations in this judgment are confined to the adjudication under Article 226 and shall not preclude the Petitioners from pursuing such remedies as may be available to them in law, including in appropriate civil or other competent fora, in accordance with law.

SANJEEV NARULA, J

APRIL 27, 2026/*hc*

[12] ***Executive Committee of Vaish Degree College, Shamli & Ors. v. Lakshmi Narain & Ors***. (1976) 2 SCC 58.