



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

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Judgment Reserved on: 27.02.2026

Judgment Delivered on: 26.05.2026

+ **LPA 99/2026, CM Nos. 13512/2026 & 13513/2026**

SANJAY KUMAR SINGH

.....Appellant

versus

**THE PRINCIPAL SECRETARY TO LG &
ORS**

.....Respondents

Advocates who appeared in this case

For the Appellant : Ms. Aarushi Tikku, Advocate with
Appellant in person.

For the Respondents : Ms. Avnish Ahlawat, Mr. Nitesh
Kumar Singh, Mr. Aliza Alam & Mr.
Mohnish Sehrawat, Advocates for
GNCTD.
Mr. Prashant Mehta, Mr. Pranav
Singh & Ms. Prachi Mehta,
Advocates for R-4 to 6 & 8.

CORAM:

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE TEJAS KARIA

JUDGMENT

TEJAS KARIA, J

1. The present Letters Patent Appeal has been preferred against the Order dated 06.02.2026 (“**Impugned Order**”) passed in W.P.(C) 5826/2025 (“**Writ Petition**”) whereby the learned Single Judge had dismissed the Writ Petition and upheld the Office Order dated 05.04.2024 (“**Impugned Office**”



Order”) by way of which the Appellant’s extension had been superseded and the Appellant was relieved from service as an Executive Assistant with Respondent No. 4.

FACTUAL MATRIX

2. On 09.07.2013, Respondent No. 4 by way of a Full Bench order created a sanctioned post of Executive Assistant by converting two vacant posts of Steno-cum-Computer Operators in the same pay scale on account of paucity of proper support staff. On 31.03.2014, in pursuance of the creation of the sanctioned post of Executive Assistant, an advertisement was taken out by the Respondent No. 4 inviting applications from eligible candidates for filling vacancies including the post of Executive Assistant on contract basis for a period of 3 years, in accordance with the Delhi Electricity Regulatory Commission (Management & Development of Human Resources) Regulations, 2001 (“**DERC MDHR Regulations**”).

3. On 24.05.2014, the Appellant applied for the post of Executive Assistant on a contractual basis. Thereafter, on 28.11.2014, Respondent No. 4 issued an offer of appointment to the Appellant for the said post, which was duly accepted by him. Subsequently, Respondent No. 4 issued a formal Office Order dated 16.12.2014 recording that the Appellant had joined duties as Executive Assistant on a contractual basis for a period of three years with effect from 03.12.2014.

4. On 07.11.2017, Respondent No. 4 extended the Appellant’s tenure for a further period of three years, i.e., from 03.12.2017 to 02.12.2020. Thereafter, on 01.12.2020, Respondent No. 4 again extended the Appellant’s tenure with effect from 03.12.2020 until a new incumbent joined the post. Subsequently, Respondent No. 4 issued an advertisement inviting



applications from eligible candidates for appointment to the post of Executive Assistant on a contractual basis for a period of three years. Pursuant thereto, the Appellant once again applied for the said post on 30.12.2020 and was called for a personal interaction on 26.03.2021. Following the said interaction, Respondent No. 4 issued an offer of appointment dated 31.03.2021 to the Appellant, which was duly accepted by him. Thereafter, by Office Order dated 09.04.2021, Respondent No. 4 appointed the Appellant to the post of Executive Assistant on a contractual basis for a period of three years with effect from 06.04.2021, and the said Office Order was signed by the Personnel Officer.

5. The Appellant had been in the employment of Respondent No. 4 since 2014 and had been granted repeated extensions of his contractual engagement. In view of the earlier extensions granted by Respondent No. 4, the Appellant submitted an application dated 22.05.2023 seeking a further extension of his tenure for an additional period of three years, as his existing tenure was due to expire on 05.04.2024.

6. On 03.07.2023, the said request was forwarded by the Joint Secretary for consideration. Thereafter, on 31.07.2023, an Office Order (“**Order of Extension**”) was issued by the Personnel Officer extending the Appellant’s tenure for a further period of three years, i.e., from 06.04.2024 to 05.04.2027, on the existing terms and conditions.

7. The said Order of Extension was issued in continuation of the earlier Office Order dated 09.04.2021 and was also marked to the Joint Secretary and the Deputy Director (P&A) of Respondent No. 4.

8. Respondent No. 4 issued the Impugned Office Order, whereby the Order of Extension stood superseded. On the same date, the Appellant



submitted a representation to Respondent No. 4 seeking an opportunity of hearing. As no response was forthcoming, the Appellant approached this Court by filing the Writ Petition seeking reinstatement to the post of Executive Assistant with Respondent No. 4.

9. By the Impugned Order, the Writ Petition came to be dismissed on the finding that the Appellant's contractual employment had come to an end on 05.04.2024 and that any right to continue in service thereafter was contingent upon a valid extension order. It was further held that the Order of Extension had been issued prematurely, was not founded upon the requisite performance appraisal, had been issued by an unauthorised decision-maker in the absence of the Chairperson and without the claimed approval.

10. It is also observed in the Impugned Order that, in any event, the Order of Extension had not matured into an executed contract for the subsequent term. The Impugned Order also clarified that dismissal of the Writ Petition would not preclude the Appellant from participating in any recruitment or selection process for which he was otherwise eligible.

SUBMISSIONS ON BEHALF OF THE APPELLANT

11. The learned Counsel for the Appellant made the following submissions:

11.1 The Impugned Order proceeds on a mischaracterisation of the core controversy, inasmuch as the learned Single Judge treated the matter as one concerning mere non-renewal of a contract, whereas the Appellant's case was that of unilateral and arbitrary withdrawal of an extension already granted by the Respondents. The learned Single Judge failed to appreciate that the Impugned Office Order issued by Respondent No. 4 was



not a mere intimation of expiry of the contractual term, but an order rescinding an existing administrative decision whereby the Appellant's extension had been granted, and that too without assigning any reasons. The Impugned Order is further vitiated in accepting the assertions of Respondent Nos. 4 to 6 that the extension was premature and issued by an incompetent authority, despite the absence of any documentary material in support thereof. The learned Single Judge further erred in holding that the Order of Extension had been issued by a person lacking authority to do so, without any reliance by the Respondents upon service regulations or other governing provisions bearing upon the competence of the Single Member.

11.2 Under the contract entered into between the Appellant and Respondent No. 4, the Appellant's appointment was governed by Regulations 5, 10, 11 and 12 of the DERC MDHR Regulations. In terms of Regulation 5(a) of the DERC MDHR Regulations, the contract of an employee was capable of being extended at the discretion of Respondent No. 4. Regulation 5(a) of the DERC MDHR Regulations reads as under:

“5 (a) All appointments made to the Commission on deputation or on contractual basis to the Commission under these regulations shall be for a period not exceeding three years in the first instance which will be extendable / renewable for upto a period of three years at the discretion of the Commission which shall be based on the performance appraisal report submitted by the designated authority as nominated by the Commission. The Chairperson shall have the discretion to review such performance appraisal report on his own appraisal of the performance of the officer / staff member concerned.”



- 11.3 On 03.07.2023, the Appellant's request for extension was duly forwarded by the Joint Secretary for consideration by the competent authority. The said communication specifically recorded that the Appellant's Annual Performance Appraisal Report had been adjudged "Outstanding" for the relevant period required to be considered for extension for the period from 06.04.2024 to 05.04.2027.
- 11.4 The learned Single Judge failed to consider that Respondent Nos. 4 to 6 themselves admitted that the Impugned Office Order had been issued in supersession of the earlier Order of Extension. It was, therefore, in substance a withdrawal of an extension already granted, and not a mere intimation of expiry, as contended by the Respondents and erroneously accepted by the learned Single Judge.
- 11.5 The learned Single Judge further failed to appreciate that, had the Impugned Office Order been merely an intimation of the expiry of the contract, there would have been no occasion to state that the earlier Order of Extension stood superseded. The Respondents, however, formally rescinded a prior extension in an arbitrary and unfair manner without assigning any reasons. The learned Single Judge also erred in failing to appreciate that the Respondents' entire case was founded on reasons not contained in the Impugned Office Order but introduced subsequently by way of the Counter Affidavit filed in the Writ Petition.



- 11.6 The learned Single Judge did not consider that the Impugned Office Order, by which a formal extension granted to the Appellant was withdrawn, made no reference whatsoever to the reasons later advanced by Respondent Nos. 4 to 6 in their Counter Affidavit in the Writ Petition. The Respondents' entire defense of the Impugned Office Order is founded upon reasons that do not appear in the Impugned Office Order itself, but were introduced subsequently as an afterthought by way of the Counter Affidavit, constituting a case of post facto justification. This approach is contrary to the settled principle laid down by the Supreme Court in *Mohinder Singh Gill v. Chief Election Commissioner*, (1978) 1 SCC 405, namely, that the validity of an order must be judged on the reasons stated therein and cannot be supplemented by reasons furnished subsequently.
- 11.7 The learned Single Judge, while passing the Impugned Order, failed to consider that the arbitrary withdrawal of a formal extension, having civil consequences and resulting in the deprivation of benefits to the Appellant, necessarily required the grant of a hearing. The learned Single Judge further failed to appreciate that the Order of Extension expressly recorded that it had been issued by the competent authority, was signed by the Personnel Officer, and was marked to the Joint Secretary and the Deputy Director (P&A). It was also the Respondents' own admission in their internal noting that there existed no standard procedure governing extensions. In view of that admission, the Respondents' contention that the extension



granted to the Appellant was premature is both factually and legally untenable.

- 11.8 The learned Single Judge failed to consider that the Supreme Court in the case of *Bhola Nath v. State of Jharkhand*, 2026 SCC Online SC 129, has held that contractual nomenclature will not denude employees of constitutional protection. Long, uninterrupted service on sanctioned posts gives rise to protection under Article 14 of the Constitution of India, 1950 (“**Constitution of India**”), legitimate expectation and entitlement to fair treatment. The State bears a heightened obligation and cannot take advantage of its superior bargaining power. The Supreme Court in *Bhola Nath* (supra) further held that legitimate expectation arises from consistent past conduct like repeated extensions and the State must pass a speaking order before discontinuing a formal extension. An abrupt discontinuance after long service is violative of Article 14 of the Constitution of India. The Division Bench of this Court in the judgment of *Pawan Sharma v. Govt. of NCT Delhi*, 2025 SCC Online Del 8313, held that where the initial appointment is through structured selection process, continuous service for long period, multiple renewals, good performance etc., in such cases labels such as contractual, temporary are irrelevant and the aforesaid factors mandate constitutional protection.
- 11.9 The Impugned Order is, therefore, contrary to settled principles of law and judgments passed by the Supreme Court and this Court and thus liable to be set aside.



SUBMISSIONS ON BEHALF OF THE RESPONDENTS

12. The learned Counsel for Respondent Nos. 4 to 6 and 8 made the following submissions:

- 12.1 The Appellant has no vested right to renewal or continuation of a contractual engagement. The contract between the Appellant and Respondent No. 4 was terminated by efflux of time, and renewal was subject to discretion of Respondent No. 4. The Appellant cannot insist upon continuation merely because an earlier contract existed.
- 12.2 The request for extension was submitted nearly ten months prior to the expiry of the subsisting contract, and the Order of Extension was issued approximately nine months before the contractual term, which was due to expire on 05.04.2024. Regulation 5(a) of the DERC MDHR Regulations contemplates renewal of the contract based on a performance appraisal undertaken at the point of renewal. Accordingly, any advance renewal is contrary to the procedure prescribed therein. The extension was not founded upon the requisite performance appraisal. The appraisal for the period immediately preceding the expiry of the contract could not have been evaluated at the time the extension was granted, and even the preceding appraisal segment had not been completed in the manner required. The Order of Extension is, therefore, contrary to Regulation 5(a) of the DERC MDHR Regulations.
- 12.3 The Secretary recorded objections to the proposed extension on the ground that it was due only in April 2024 and that the issue



of performance appraisal had not been duly addressed. Notwithstanding those objections, a single member purported to extend the tenure on the eve of the expiry of his own term. The decision to grant the extension, having been taken in the absence of the Chairperson and without the requisite approvals, could not bind Respondent No. 4. No enforceable contract ever came into existence for the period from 06.04.2024 to 05.04.2027, since no agreement for the said period was executed. The only subsisting contractual engagement came to an end on 05.04.2024, and the Impugned Office Order merely communicated that consequence.

- 12.4 No hearing was required when a contract expired by efflux of time. Further, the post of Executive Assistant was not a duly sanctioned post approved by the Government of NCT of Delhi. An internal decision of Respondent No. 4 could not substitute statutory approval, and the Appellant cannot assert an enforceable claim on the basis of such an arrangement.
- 12.5 In these circumstances, there is no infirmity in the Impugned Order, and the present Appeal is liable to be dismissed.

ANALYSIS AND FINDINGS

13. We have heard learned counsel for the parties and perused the Impugned Order.

14. By way of the present Appeal, the Appellant has assailed the Impugned Order passed by the learned Single Judge, whereby the Writ Petition preferred by the Appellant came to be dismissed on the finding that the Appellant's contractual employment stood concluded on 05.04.2024 and



that any right to continue in service thereafter was contingent upon a valid extension order. It was further held that, in the Appellant's case, the alleged extension was premature as the same was not founded upon the requisite performance appraisal and had been issued by an unauthorised decision-maker in the absence of the Chairperson and without the claimed approval. The Impugned Order has held that Order of Extension had never matured into an executed contract for the subsequent term.

15. The Impugned Order further clarified that the dismissal of the Writ Petition would not preclude the Appellant from participating in any recruitment or selection process for which he was otherwise eligible, in accordance with the applicable rules and the terms of the relevant advertisement.

16. It is the Appellant's case that the Impugned Office Order was not a mere intimation of the expiry of the contract, but an order cancelling an existing administrative decision whereby an extension had been granted in his favour. We are unable to accept the said contention. It is an admitted position that the Appellant was engaged by Respondent No. 4 on a contractual basis, and that such engagement was liable to renewal every three years only in accordance with the applicable performance appraisal and the governing provisions of the DERC MDHR Regulations. Upon expiry of the contractual term on 05.04.2024, the engagement stood concluded by efflux of time, and any renewal thereafter remained subject to the discretion of Respondent No. 4 in accordance with law. Accordingly, the Impugned Office Order merely communicated the legal consequence of such expiry.



17. The Order of Extension was issued without the requisite approval and, therefore, it did not culminate in an enforceable contract. Consequently, the Impugned Office Order was merely an intimation of the completion of the contractual tenure, coupled with the supersession of an earlier and disputed decision to extend the same.

18. It is well settled that a contractual employee has no vested right to continue beyond the agreed tenure. Accordingly, the Appellant cannot assert any vested right to renewal or continuation of a contractual engagement. Mere existence of an earlier contract does not entitle the Appellant, as of right, to insist upon continuation in service. No enforceable contract ever came into existence for the period from 06.04.2024 to 05.04.2027, since no agreement governing the said period was ever executed.

19. Regulation 5(a) of the DERC MDHR Regulations clearly prescribes the procedure governing renewal of a contractual engagement. The said provision specifically contemplates review of the performance appraisal of the employee concerned by the Chairperson for the purposes of extension of the contract. In the present case, the Order of Extension was issued by a Single Member in the absence of the Chairperson, and the Appellant has been unable to establish that the said Order was not premature or that it was issued in due compliance with Regulation 5(a) of the DERC MDHR Regulations. The Single Member, therefore, lacked the authority to grant the extension in question, and the Order of Extension, having been issued without the approval of the Chairperson, did not culminate in an enforceable contract binding upon Respondent No. 4.

20. Further, neither the Impugned Office Order nor the Impugned Order is punitive or adversarial in nature, and the Appellant remains eligible to



participate in any recruitment or selection process for which he is otherwise eligible, in accordance with the applicable rules and the terms of the relevant advertisement.

21. The Appellant has contended that the Impugned Office Order did not disclose any reasons for the withdrawal of the purported formal extension granted in his favour, and that Respondent Nos. 4 to 6 sought to furnish such reasons subsequently in their Counter Affidavit filed in the Writ Petition, notwithstanding the absence of any such reasons in the Impugned Office Order itself. This contention of the Appellant also cannot be accepted, as the Impugned Office Order merely informed the Appellant that his tenure with Respondent No. 4 had come to an end. Accordingly, the Impugned Office Order neither terminated a subsisting contract nor constituted an adverse order against the Appellant. In these circumstances, neither the furnishing of reasons nor the grant of an opportunity of hearing was required when the contractual engagement had come to an end by efflux of time.

22. The Appellant has contended that the Order of Extension was not premature and that the authority issuing the same was competent to grant such extension. Notably, the request for extension was made by the Appellant nearly ten months prior to the expiry of the subsisting contract, and the Order of Extension granting such extension was issued approximately nine months before the contractual term was due to expire on 05.04.2024. Regulation 5(a) of the DERC MDHR Regulations does not contemplate renewal of a contract without a performance appraisal undertaken at the point of renewal. An advance renewal was, therefore, contrary to the procedure prescribed under the DERC MDHR Regulations.



23. Further, the authority which issued the Order of Extension was not competent to grant such extension. In any event, at the time the said Order came to be issued, no performance appraisal had been undertaken, although the same was required to be conducted immediately prior to the expiry of tenure. On previous occasions, when the Appellant's contractual engagement was extended, such extension had been granted on the basis of the latest performance appraisal and such extension was granted immediately prior to the expiry of the existing tenure.

24. In the absence of compliance with the mandatory requirements of Regulation 5(a) of the DERC MDHR Regulations, there was no valid extension of contract accrued in favour of the Appellant. The Appellant's right, if any, to continue in service with Respondent No. 4 was contingent upon the grant of a valid extension by Respondent No. 4. Since the Order of Extension was contrary to Regulation 5(a) of the DERC MDHR Regulations, the same could not be regarded as a valid and enforceable contract binding upon Respondent No. 4.

25. The Appellant has contended that merely describing his engagement as contractual would not denude him of constitutional protection. According to the Appellant, his long and uninterrupted service on a sanctioned post gave rise to protection under Article 14 of the Constitution of India, as well as a legitimate expectation of fair treatment. However, the learned Single Judge has rightly held that the Appellant's engagement was contractual in nature for a fixed term. It is also held in the Impugned Order the Appellant was unable to demonstrate a lawful and concluded extension conferring an enforceable right to continue after 05.04.2024. In absence of such a right, there was not infirmity with the Impugned Office Order.



26. In any event, the post of Executive Assistant was not a duly sanctioned post approved by the Government of NCT of Delhi. Consequently, the decisions in *Bhola Nath* (supra) and *Pawan Sharma* (supra) do not advance the case of the Appellant. An internal decision of Respondent No. 4 cannot substitute mandatory statutory approval, and the Appellant cannot assert any enforceable claim on the basis of such an arrangement.

27. In view of the foregoing analysis, we are of the considered opinion that the Appellant has failed to make out any ground warranting interference with the Impugned Order. Accordingly, the present Appeal, along with the pending applications, is dismissed. There shall be no order as to costs.

TEJAS KARIA, J

DEVENDRA KUMAR UPADHYAYA, CJ

MAY 26, 2026/'AK'