



**HIGH COURT OF TRIPURA
AGARTALA
W.A. No.60 of 2024**

Smt. Jayanti Bhattacharjee, wife of Sri Suman Bhattacharjee, resident of village-Joynagar, Lane No-4, P.O.-Agartala, P.S.-West Agartala, Sub-Division-Agartala, District-West Tripura.

..... Appellant(s).

V E R S U S

1. The Tripura University, represented by its Registrar, Tripura University, Suryamaninagar, Agartala, West Tripura, PIN-799002.
2. The Vice-Chancellor, Tripura University, Suryamaninagar, Agartala, West Tripura, PIN-799002.
3. The Registrar, Tripura University, Suryamaninagar, Agartala, West Tripura, PIN-799002.

.....Respondent(s).

For Appellant(s) : Mr. Somik Deb, Sr. Advocate,
Mr. Jishan Samed, Advocate,
Ms. Adwitiya Chakraborty, Advocate,
Ms. Rijuka Roy Barman, Advocate.

For Respondent(s) : Mr. Debalay Bhattacharya, Sr. Advocate,
Mr. Agniva Chakraborty, Advocate,
Mr. Tapas Kr. Debbarma, Advocate.

**HON’BLE THE CHIEF JUSTICE MR. M.S. RAMACHANDRA RAO
HON’BLE MR. JUSTICE BISWAJIT PALIT**

CAV reserved on : 25.08.2026.

Judgment delivered on : 17.09.2026.

Whether fit for reporting : YES.

JUDGMENT & ORDER

(M.S. Ramachandra Rao, C.J.)

This Writ Appeal is filed by the Appellant challenging the judgment dt. 9.1.2024 in WP(C) No.940 of 2022 of the learned Single Judge.

The background facts:

2. The Tripura University (Respondent no.1) (for short ‘the University’) is a Central University and an Instrumentality of State and falls within ambit of Art.12 of the Constitution of India.

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3. The University issued an Advertisement no. TU/DPS/1-1//2007 dt.4.6.2008 inviting applications in a prescribed form for filling up a post of Lecturer for BBA programme on *contractual basis* for one year which may be extended on annual basis by prescribing qualification of “*M.Com with a minimum 55% marks aggregate, ability to teach Business Management/ Business Communication/Financial Management/Human Resource Management/Management Accounting*”. The advertisement stated that selection was to be by an interview Board.

4. The Appellant possessed the qualification of M.Com, having passed in that course from Tripura University itself and had secured 63% marks (First Class). Since she fulfilled the qualification and experience requirements for said post of Lecturer in BBA Program, she submitted an application to said post and she was selected by the Interview Board on 20.7.2008 as Lecturer in the said program on contract basis for one Year on pay of Rs.15,000/- pm. An Appointment Order dt.20.1.2009 (Annexure-2) was issued to her to this effect.

5. Appellant joined in the post of Lecturer in BBA Program on 4.2.2009. Annexure 3 dt.10.2.2009 is the acceptance of the joining report of the Appellant.

6. She was continued as Lecturer in the BBA program on contractual basis with annual extensions, the last of which was on 7.8.2015 from 2.7.2015 to 31.12.2015 with a one day break on 1.7.2015.

7. But on 2.2.2016 vide Annexure-5 she was re-designated as Assistant Placement Officer (Contractual) and placed in the Business Management Department of the University and her services were extended for

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11 months w.e.f. 2.1.2016 on existing terms and conditions. The said proceeding does not disclose the reason why this re-designation was done.

8. On 15.3.2026 and 27.7.2026, the appellant submitted representations against this re-designation of her post and requested for review of this re-designation/transfer from a teaching post to a non-teaching post. She pointed out that she possessed the qualification for teaching faculty as per the UGC Regulation, 2010 notified on 30.6.2010.

9. Her case was considered on 8.11.2016 in the Committee constituted to look into the matter of re-designation and it was decided to ask her to produce validity of her MBA degree from UGC.

10. She gave a response on 25.1.2017 stating that subjects of Commerce and Management are directly related subjects and so even though she possessed the qualification of M.Com, she is eligible to teach in the Business Management programme.

11. It is not clear whether anything was done to consider this representation by the University Authorities.

12. Her services as Asst. Placement Officer (Contractual) were extended on:

- (i) 18.4.2017, w.e.f. 2.12.2016 to 30.11.2017;
- (ii) 4.12.2017, w.e.f. 1.12.2017 to 30.11.2018;
- (iii) 27.11.2018 w.e.f 1.12.2018 to 30.11.2019;

13. She was also granted maternity leave of 180 days from 4.5.2020 to 30.10.2020 vide Annexure 14 dt.9.6.2020.

14. On 28.12.2020 vide Annexure 15, her services were extended for one year w.e.f. 2.1.2021 to 1.1.2022 with a one day break on 1.1.2021.

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15. From January, 2022 however the University stopped paying her salary though the appellant continued to discharge her duties.

16. She wrote several emails bearing dt.25.2.2022, dt.21.3.2022, dt.22.4.2022, dt.27.5.2022, 28.6.2022, dt.25.7.2022, dt.16.8.2022 and dt. 30.9.2022 (Annexure-16) to the Registrar of the University (Respondent no.3).

17. In response to these e-mails, the Registrar of the University passed an office order on 30.9.2022 (Annexure 17) stating that her wages were fixed at Rs.1200/- per day for office working days w.e.f 3.1.2022 and that the total wages payable to her for the period from 3.1.2022 to 20.8.2022 was Rs.1,82,400/-.

18. The appellant then wrote to the Vice-Chancellor of the University (Respondent no.2) on 17.10.2022 (Annexure-18) complaining of the order dt.30.9.2022 and seeking its recall, restoration of her previous status and also regularisation of her services.

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19. She then filed the Writ Petition No.940 of 2022 on 4.11.2022 challenging the order dt.30.9.2022 of the Registrar of the University, and seeking regularization of her services. Interim relief was also sought.

The interim orders of the High Court:

20. On 7.11.2022, the High Court suspended until further orders the order dt.30.9.2022 of the University making the appellant a daily wage worker stating that this was *prima facie* arbitrary and that it altered the status of the appellant.

21. On 13.3.2023, the High Court directed the University to ensure that the status of the appellant was not altered.

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**The stand of the respondents in the Counter affidavit:**

22. Counter affidavit was filed subsequently on 4.4.2023 by the respondents raising plea that the advertisement dt.4.6.2008 issued by University was for appointment on contractual basis of Lecturer in the BBA Programme in the University, that such contractual service, however long it may be, confers no right for regularisation of service.

23. It was also contended that there appellant was not appointed against a substantive post and that she did not possess requisite qualification to get her service regularised in the regular pay scale of Assistant Professor, which was the changed nomenclature of post of 'Lecturer' under the UGC regulations.

Other interim orders of the Court:

24. But on 22.9.2023, the Court directed the University to pay all arrears of salary and continue to pay the salary to the post she was holding prior to the passing of the order dt.30.9.2022.

25. On 6.10.2023, the University was further directed to pay Rs.2,64,591/- in addition to Rs.7,26,596/- credited to appellant's salary account.

26. When subsequently too salary of appellant was withheld, the Court intervened on 30.11.2023 and granted interim relief to the appellant.

The judgement of the learned Single Judge:

27. The learned Single Judge in the impugned judgment dt.9.1.2024 dismissed the Writ Petition.

28. The learned Single Judge agreed with the pleas of the respondents and held that since the appellant was appointed on contract basis

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as per the terms of the advertisement issued by the University, she had no right to claim regularisation or to renew her contract period after it ended on 2.1.2022. The learned Single Judge relied on the judgment of the Supreme Court in *Secretary, State of Karnataka v. Uma Devi*¹ (3) to hold that if an appointment was purely on contractual basis, it does not confer any right upon the employee to claim absorption/regularization.

29. He also refused to interfere with the order dt.30.9.2022 stating that it was a fresh order of engagement of appellant and was not in any way connected with her appointment made pursuant to the advertisement issued on 4.6.2008 qua her appointment as lecturer under the BBA programme. He thus dismissed the Writ Petition.

30. Immediately thereafter the Appellant was not allowed to work in the University by the respondents.

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31. Challenging the same this Writ Appeal is filed by the appellant.

32. Two additional counter affidavits have been filed by the respondents in the Writ Appeal.

33. We have considered the pleadings and submissions of both parties.

The consideration by the Court:

34. From the facts narrated above, it is clear that the advertisement dt.4.6.2008 issued by the University indicated that the post of Lecturer in the BBA programme was to be filled on contractual basis for one year through a process of Interview. Admittedly appellant was Interviewed by the selection

¹ (2006) 4 SCC 1

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committee on 20.7.2008 and was selected for the said post and thereafter joined in the said post on 4.2.2009.

35. She continued in the post of Lecturer for 7 years till 2.2.2016 on periodic extensions when suddenly and inexplicably she was re-designated as Asst. Placement Officer on contractual basis. She protested repeatedly against this act of the University, but because of her weak bargaining position vis-à-vis her employer, she was forced to continue in that post.

36. Out of the blue, the office order dt.30.9.2022 was issued making her a daily wager @ Rs.1200/- per day.

A.) We shall first examine the question:

“Whether the appellant’s appointment on 4.2.2009 pursuant to the Advertisement dt.4.6.2008 was against a sanctioned post or not?”

37. In the addl. counter affidavit dt.10.9.2025 filed in the Writ Appeal, it is stated in para 5 that the BBA program was initially started in the academic session 2003-04 with contractual teachers.

38. In the addl. counter affidavit dt.11.11.2025 filed in the Writ Appeal, it is the stand of the University that for starting the BBA, MBA and Ph.D courses in Business Management Department, initially the Directorate of Professional Studies created 2 posts in the BBA program and an advertisement Ex.R/8 was issued on 17.9.2007 pursuant to which 2 persons were appointed on contract basis as Lecturers in the BBA program. At that time, the UGC had allegedly not sanctioned any posts for the BBA program.

39. It is stated that the University created on 10.9.2008 temporary posts to run the Business Management program on contract basis as per a

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decision of the Executive Council of the University. Ex.R9 dt.15.9.2008 is the Minutes of the third Meeting of the First Executive Council held on 10.9.2008 by it.

40. The said Minutes do not disclose the fact that the University had sought permission from UGC for regular posts for the Business Management department which was already running BBA and MBA programs. There is no other document filed to show that before 2003-04 or before the issue of the advertisement dt.4.6.2008, the University sought permission of UGC to create regular posts for the BBA and MBA program.

41. The Minutes of the said Meeting dt.15.9.2008 at pg.2 merely give approval to the selection committee decision taken on 20.7.2008 selecting persons including the appellant for the post of Lecturer (Contract) for the BBA program. They also approve creation of more teaching posts in the Business Management Department on contractual basis. They do not refer to any proposal made by the University to the UGC to sanction regular posts.

42. In our opinion, the letter dt.16.2.2009 (Annexure R/3) of the UGC addressed to the University filed along with the addl. counter affidavit in the Writ Appeal on 10.9.2025 throws light on this aspect.

43. The annexure to this letter shows that in the Business Management Department in the University there were already existing 9 posts of Lecturers (filled by persons appointed on contract basis) and the University had requested for approval for 4 *more additional* Lecturer posts along with 2 more posts of Asst. Professor and 1 more Post of Professor by the UGC. The permission for these 7 posts was accorded by the UGC.

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44. Thus what the UGC approved was creation of 2 *additional posts of Lecturer*.

45. It did not say anything about the 9 posts of Lecturer already filled up by the University on contract basis by then.

46. The respondents cannot pass off this letter dt.16.2.2009 as one under which UGC sanctioned creation posts of Lecturer *for the first time*.

47. If the BBA and MBA programs were to be started in academic session 2003-04 itself, any reasonable person would anticipate that they would require regular posts of Lecturers/Asst. Professors etc. to teach the students enrolled for these courses.

48. It is inexplicable that the University did not seek UGC's approval to create sanctioned posts of Lecturer before it decided to start the BBA program. It is also inconceivable that it did not feel the need to have regular posts of Lecturer/Asst. Professor etc. to teach these courses.

49. Since the BBA courses were to continue from 2003-04 academic session onwards continuously in every academic session thereafter, this could not have been done by engaging Lecturers on Contract basis. The University ought to have created regular sanctioned posts. The very decision of the University to commence and continue the BBA program by employing Lecturers only on Contract basis without creating regular sanctioned posts is arbitrary, illegal and unreasonable.

50. The University cannot be allowed to take advantage of its own wrong in not creating sanctioned posts of Lecturer in BBA program since 2003-04 academic session.

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51. Universities are temples of learning. Teachers employed to teach courses to students enrolled in courses dedicate their lives to shaping the minds and character of future generations. They ought to be treated with dignity by being paid proper remuneration and cannot be exploited in the manner the respondents have done to the appellant.

52. The appellants' long and uninterrupted service from 4.2.2009 to 2.2.2016 and thereafter upto 9.1.2024 cannot be brushed aside merely by labeling her initial appointment as contractual when she performed essential tasks on a daily and continuous basis.

53. In **Jaggo v. Union of India**², the Supreme Court opined that if engagement is not sporadic or temporary in nature; instead, it was recurrent, regular, and akin to the responsibilities typically associated with sanctioned posts, the posts have to be construed as 'regular posts' irrespective of how their initial engagements were labeled. It opined that by mislabeling them as 'temporary' or 'contractual', the employees are deprived of dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.

54. It further held that the recurring nature of their duties necessitates their classification as regular posts irrespective of how their initial engagements were labeled. This was also reiterated in **Dharam Singh & Ors v. State of U.P.**³ and in **Shripal & Another v. Nagar Nigam, Ghaziabad**⁴.

² Civil Appeal No. of 2024 (arising out of SLP(C) No.5580 of 2024) dt.20.12.2024 = 2024 SCC Online Sc 3826

³ Civil Appeal No.s 8558 of 2018 dt.19.6.2025.(Supreme Court)

⁴ 2025 SCC Online SC 221



55. In ***U.P. Junior High School Council Instructor Welfare Assn. v. State of U.P.***⁵, the Supreme court held as under:

“45. The term “substantive appointment” is not so defined but in service jurisprudence is considered to mean an appointment, not being an ad hoc appointment, on a post made after selection in accordance with the rules and in the absence of the rules in accordance with the procedure prescribed for under any scheme or the instructions of the Government. Therefore, once these instructors/teachers have undergone the process of selection under the scheme regardless of the fact that there existed a post, their appointments have to be treated as substantive in character.”(emphasis supplied)

56. In the instant case the University commenced the BBA programme in 2003-04 and appointed the appellant on contract basis after a selection on 4.2.2009 and continued her for 7 years till 2.2.2016.

57. The respondents contended in a counter affidavit dt.10.9.2025 filed in the Writ Appeal that the BBA programme was under self financing mode and that it was not part of any sanctioned regular faculty positions during the said period.

58. But not a single piece of paper of the period 2008-09 is filed by them to prove this fact. Even if the BBA programme was a self financing one, that does not in any way effect the appellant’s appointment in the Business Management Department against the sanctioned post.

59. In ***Dharam Singh and others (3 supra)***, the State Govt. had refused to create sanctioned posts and the appellants were seeking regularization. The High Court had dismissed their claim treating it as a bare

⁵ (2026) 5 SCC 321, at page 332 :

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plea of regularization and answered it only on the touchstone of absence of rules and vacancy.

60. The Supreme Court deprecated this attitude of the High Court stating that it had failed to adjudicate the principal challenge to the State's refusal and the legality of its reasons. It declared that refusal to sanction posts cannot be immune from judicial scrutiny. It held that a non-speaking rejection on a generic plea of "financial constraints" ignoring functional necessity and the employer's own long standing reliance on daily wagers to discharge regular duties, does not meet the standard of reasonableness expected of a model public institution. *It declared that to continue to extract work for decades while pleading want of sanctioned strength, is a position that cannot be sustained.*

61. It declared that **Umadevi** (1 supra) cannot be deployed as a shield to justify exploitation through long term "ad-hocism" and that it does not endorse perpetuation of precarious employment where the work itself is permanent and the State has failed, for years, to put its house in order.

62. It further stated in **Dharam Singh** (3 supra) that the State is not a mere market participant but a constitutional employer. It cannot balance budgets on the backs of those who perform the most basic and recurring public functions. Where work recurs day after day and year after year, the establishment must reflect the reality in its sanctioned strength and engagement practices. The long term extraction of regular labour under temporary labels corrodes confidence in public administration and offends the promise of equal protection. It directed creation of supernumerary posts and further directed the State to regularize the services in those posts.

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63. These observations apply with equal force against the respondents.

64. For the aforesaid reasons, it would, in these circumstances, be not open to the University to contend that appellant's appointment was not against a sanctioned post. In our opinion, it has to be treated as one of substantive character.

65. So we reject the plea of the University that the appellant was not appointed against a sanctioned post.

B.) The next question is:

“Did the appellant possess the qualification for appointment as Lecturer in the Business Management Department when she was selected to the said post in 2008?”

66. There is no dispute that the advertisement for appointment of Lecturers on Contractual basis was issued on 4.6.2008.

67. So we need to see what was the qualification prescribed for filling up this post *at that time*.

68. Any later changes in the qualification cannot be applied, as the University has sought to do, because such changes in rules of recruitment cannot be retrospective in application.

69. In ***Chandraprakash Madhavrao Dadwa v. Union of India***⁶, the Supreme Court declared that any change in the essential qualification made for appointment to a post can only be prospective and cannot be retrospective. It declared:

⁶ (1998) 8 SCC 154, at page 173 :



“ 50 (2). The appellants did satisfy the qualifications meant for these posts at the time of recruitment and were recruited accordingly. It might be that the Dr Seshagiri Committee and the 11-9-1989 order of the Government and the Model Rules of 13-2-1990 made slight changes in the qualifications, namely, that apart from a Degree, they should have a Certificate/Diploma in Computer Application or knowledge in certain computer processes to be subjected to a test at the stage of recruitment. In our view, such a change in qualifications could be made so far as future recruitment was concerned and could not affect those who were already recruited. To now say that the appellants did not have the Diploma/Certificate or had not been recruited on the basis of tests would, in our opinion, amount to imposing these qualifications with retrospective effect and such an action, even if made by rules, would be arbitrary. If made retrospective, and if the earlier recruitment or confirmations in the posts were to be disturbed, that would also be arbitrary. These would clearly violate Articles 14 and 16 of the Constitution of India.

... ..

(10) To put it in a nutshell, the change in the essential qualification made in 1990 or 1998 or the additional functions now required to be performed by the appellants could not retrospectively affect the initial recruitment of the appellants as Data Processing Assistants nor their confirmation in 1989. Recruitment qualifications could not be altered or applied with retrospective effect so as to deprive the recruitees of their right to the posts to which they were recruited nor could it affect their confirmations.”

(emphasis supplied)

70. In our view, Rules governing the qualifications for filling up of a regular post of Lecturer in the BBA program in June 2008 have to be first brought on record by the University to prove that appellant does not possess them. They have miserably failed in doing so.

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71. The University had itself indicated in the Advertisement that the Lecturer post in question required an applicant to have 55% marks in M.Com with experience.

72. It has not disclosed which is the relevant Rule/Regulation /Guideline and which Authority had issued it prescribing the qualification for regular posts of Lecturers in the BBA program with reference to which the above qualification was indicated in the advertisement dt.4.6.2008.

73. This would be within the exclusive knowledge of the University and it's failure to disclose this prompts us to again draw an adverse inference that if it is disclosed, it will not be advantageous to them.

74. In the counter affidavit filed before the learned single Judge, the University relied on UGC Guidelines of 2018. These are clearly inapplicable, being a law made subsequent to the advertisement dt.4.6.2008, pursuant to which the appellant was selected.

75. In the first counter affidavit dt.10.9.2025 filed in the Writ Appeal, the respondents sought to rely on UGC Regulation on Minimum Qualifications for appointment and Career Advancement of Lecturers, Readers and professors in Universities and Colleges,2000 (Annexure R/1). The Annexure to these regulations specifically *excludes subject of "Management"* and some other subjects and makes these Regulations inapplicable to them. So the respondents cannot rely on them.

76. So we reject the plea of the respondents that the appellant did not possess the minimum qualification as prescribed by UGC for the post of Lecturer for a central University since the University failed to adduce evidence as what was the Rule/Regulation existing as on 4.6.2008.

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77. The respondents also cited AICTE handbook of December,2005 (Annexure R/2 to the counter affidavit dt.10.9.2025). This handbook deals with *Post Graduate* programmes in Business Administration, *Post Graduate* Diploma in Business Management/Administration.

78. It does not deal with *Bachelors in Business Administration* (BBA) program, which is an undergraduate course, for which the appellant was appointed as Lecturer.

79. When the University itself in it's Advertisement dt.4.6.2008 prescribed that the applicants to post of Lecturer in the BBA program must possess M.Com with 55% marks and possess experience, and through a selection committee interview held on 20.7.2008 the appellant came to be selected, which appointment was also approved by it's Executive Council in the meeting held on 10.9.2008 (see Annexure R-9 dt.15.9.2008 to the counter affidavit dt.11.11.2025), it is not open to the respondents to contend, by reference to subsequent regulations of UGC or AICTE, that appellant did not possess the prescribed qualification. The approval of the Executive Council also estops the University from contending that the appellant did not possess the prescribed qualification.

80. So we hold that the respondents have failed to show that the appellant did not possess, at the time of her selection on 20.7.2008 as Lecturer in BBA program, the qualifications prescribed pursuant to the advertisement dt.4.6.2008.

C.) *“Whether the appointment of the appellant as Lecturer (Contact basis) initially was pursuant to a regular recruitment process in*

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accordance with relevant rules against sanctioned vacant post or not?”

81. To answer this question, the University must first point out which Rule/ Regulation prescribed what regular recruitment process for the post of Lecturer in BBA program they had followed. This they have failed to place on record.

82. We have already discussed the various UGC regulations /AICTE guidelines supra and held that they are not attracted.

83. It is not as if without undergoing any process of selection, she was selected and appointed as Lecturer on Contract basis on 4.2.2009.

84. The advt.dt.4.6.2008 issued by the University mentioned interview by a selection committee. She was subjected to an Interview process admittedly by a Selection Committee on 20.7.2008 and was selected. She joined on 4.2.2009 and worked till 2.2.2016.

85. So there is no force in this contention raised by the respondents.

D.) *Whether the University had justification to change the appellant's designation /post from Lecturer to Asst. Placement Officer on 2.2.2016?*

86. The counter affidavit filed by respondents before the single Judge states that this re-designation was done as she did not possess the minimum qualification as prescribed by UGC for post of Lecturer. According to respondents the Internal Quality Assurance Cell in 2015 verified the eligibility of all contractual staff in line with minimum eligibility criteria made the recommendations of re-designation of the contractual faculty in the Business Management department.

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87. The plea of the University that the appellant should have qualification of NET/SLET along with her degree of M.Com cannot be accepted because this was an additional requirement flowing from the UGC Regulation on Minimum Qualifications for appointment and Career Advancement of Lecturers, Readers and professors in Universities and Colleges, 2000 discussed supra which specifically *excluded Management* department from its applicability.

88. By applying a wrong UGC regulation, the respondents cannot contend that the appellant did not possess the requisite eligibility.

89. In the counter affidavit dt.10.9.2025 filed in the Writ Appeal a totally new plea is raised i.e., that the BBA program which was started in 2003-04 was discontinued from the academic session 2015-16 as per the decision taken in the 19th Meeting of the Academic Council held on 9.11.2016. But the University also admits that this BBA program was restarted again from the academic session 2019-20. Any temporary discontinuation of the BBA program cannot be a valid excuse to change the nature of job of appellant.

90. Most notably, the order dt.2.2.2016 of the Registrar of the University is silent on the actual reason for re-designation of appellant. It only refers to the recommendation dt.22.12.2015 of the Internal Quality Assurance Cell discussed supra.

91. We may further highlight the fact that the approval of the Academic Council for such discontinuance of the BBA program also came belatedly in November, 2016, much later after 2.2.2016.

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92. It could not have been predicted in early February 2016 (when the appellant was re-designated as Asst. Placement Officer) that the BBA course would be discontinued after March 2016 unless the respondents were clairvoyant or very good astrologers who could foresee what would happen in November,2016.

93. Therefore the subsequent alleged discontinuation of BBA course (after the academic year of 2015-16 ended in March, 2016) was not the actual reason for the decision taken on 2.2.2016 to change her designation as Asst. Placement Officer.

94. We hold that the respondents are deliberately trying to mislead this Court by taking such a false plea. We deprecate this conduct of the respondents.

95. For the aforesaid reasons, we hold that as on 2.2.2016, the respondents wrongly concluded that appellant did not possess the requisite qualification for appointment as a Lecturer pursuant to the advertisement dt.4.7.2008, and wrongly re-designated her as Asst. Placement Officer.

96. We also reject the plea of the respondents that on humanitarian grounds she was re-designated to give her time to make alternative arrangements.

97. We therefore hold that without any valid reason, arbitrarily and illegally, the appellant was re-designated as Asst. Placement Officer.

E.) *Whether the University has acted arbitrarily or unreasonably in reducing the remuneration of the appellant to Rs.1200/- per working day w.e.f. 3.1.2022 to 20.8.2022 vide office order dt.30.9.2022?*

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98. The University had issued the proceeding dt.30.9.2022 making the appellant a daily wage worker in the post of Asst. Placement Officer @ Rs.1200/- per day for office working days.

99. The said proceeding itself gives no reason for doing this.

100. There was neither a prior notice to appellant nor was there a hearing given to her before this was done. There was thus a violation of principles of natural justice.

101. Moreover having withheld her wages from 3.1.2022 till 30.9.2022, this was done by respondents on 30.9.2022 after repeated reminders were sent by her every month starting from 25.2.2022.

102. In the counter affidavit filed before the single Judge, the stand of the University is that the order dt.30.9.2022 was passed on humanitarian grounds so that she can make alternative arrangements despite the compulsions of conformity of the decision of the Finance Committee in its 33rd meeting held on 30-3-2021 and 5-4-2021.

103. Annexure B filed with counter affidavit is the Minutes of this meeting.

104. These Minutes make no reference to the appellant, who was holding the non-teaching post of Asst. Placement Officer, specifically.

105. They refer to issue of enhancement of salary to teachers and non-teaching staff and record that appointment of contractual non-teaching staff should be made against sanctioned vacant posts for a specific period by following established Rules.

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106. This can at best be held to apply in future appointments, but not to existing appointments because there is no indication therein that salary of persons like the appellant should be paid on daily wage basis.

107. There is nothing relating to this aspect stated in the two counter affidavits filed in the Writ Appeal by the University.

108. The decision dt.30.9.2022 of the University, having been taken in violation of principles of natural justice and also not supported any valid reasons, cannot be sustained. It is accordingly declared as arbitrary, illegal and violative of Art.14 of the Constitution of India and is set aside.

F.) *“Is the appellant entitled to relief of regularisation?”*

109. The learned Single Judge relied on the judgment of the Supreme Court in **Uma devi** (3) (1 supra) to hold that if an appointment was purely on contractual basis, it does not confer any right upon the employee to claim absorption/regularization.

110. But the said judgment does not apply in the facts and circumstances of the case.

111. This is because though employed on Contract basis as lecturer in BBA program on her selection on 20.7.2008 w.e.f. 4.2.2009 she was continued as a Lecturer till 2.2.2016 for 7 years. The University changed her designation w.e.f. 2.2.2016 to Asst. Placement Officer and continued her in service till 9.1.2024.

112. This continuous service of the appellant in the capacity of a contract employee, performing duties indistinguishable from those in permanent posts, and her selection through a process that mirrors that of regular recruitment through public advertisement and selection by a Selection

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Committee through an Interview, constitute a substantive departure from the temporary and scheme-specific nature of their initial engagement. It cannot be termed as a ‘Back door’ appointment at all. It is not an illegal appointment and at best may be irregular appointment. The single Judge erred in not noticing this fact. Therefore the judgment in ***Uma Devi (3)*** (1 supra) has no application.

113. In ***Vinod Kumar v. Union of India***⁷ in a somewhat similar situation, the Supreme Court distinguished the judgment in ***Uma Devi (3)*** (1 supra) and held that the reliance on procedural formalities at the outset cannot be used to perpetually deny substantive rights that have accrued over a considerable period through continuous service. It held that the continuous service of the appellants in the capacities of regular employees, performing duties indistinguishable from those in permanent posts, and their selection through a process that mirrors that of regular recruitment, constitute a substantive departure from the temporary and scheme-specific nature of their initial engagement. It held that the judgment in ***Umadevi (3)*** (1 supra) also distinguished between “irregular” and “illegal” appointments underscoring the importance of considering certain appointments even if were not made strictly in accordance with the prescribed Rules and Procedure, and that they cannot be said to have been made illegally if they had followed the procedures of regular appointments such as conduct of written examinations or interviews as in the present case. It was declared as under:

“5. Having heard the arguments of both the sides, this Court believes that the essence of employment and the rights thereof cannot be merely determined by the initial terms of appointment

⁷ (2024) 9 SCC 327 : (2024) 2 SCC (L&S) 335, at page 328



when the actual course of employment has evolved significantly over time. The continuous service of the appellants in the capacities of regular employees, performing duties indistinguishable from those in permanent posts, and their selection through a process that mirrors that of regular recruitment, constitute a substantive departure from the temporary and scheme-specific nature of their initial engagement. Moreover, the appellants' promotion process was conducted and overseen by a Departmental Promotional Committee and their sustained service for more than 25 years without any indication of the temporary nature of their roles being reaffirmed or the duration of such temporary engagement being specified, merits a reconsideration of their employment status.

6. The application of the judgment in **Umadevi (3)** by the High Court does not fit squarely with the facts at hand, given the specific circumstances under which the appellants were employed and have continued their service. The reliance on procedural formalities at the outset cannot be used to perpetually deny substantive rights that have accrued over a considerable period through continuous service. Their promotion was based on a specific notification for vacancies and a subsequent circular, followed by a selection process involving written tests and interviews, which distinguishes their case from the appointments through back door entry as discussed in **Umadevi (3)**.

7. The judgment in **Umadevi (3)** also distinguished between “irregular” and “illegal” appointments underscoring the importance of considering certain appointments even if were not made strictly in accordance with the prescribed Rules and Procedure, cannot be said to have been made illegally if they had followed the procedures of regular appointments such as conduct of written examinations or interviews as in the present case.

8. their service conditions, as evolved over time, warrant a reclassification from temporary to regular status. The failure to recognise the substantive nature of their roles and their continuous



service akin to permanent employees runs counter to the principles of equity, fairness, and the intent behind employment regulations.

9. Accordingly, the appeals are allowed. The judgment¹ of the High Court is set aside, and the appellants are entitled to be considered for regularisation in their respective posts. The respondents are directed to complete the process of regularisation within 3 months from the date of service of this judgment.”

114. This was reiterated in **Jaggo (2 supra)**. It was held therein that the appellants’ long and uninterrupted service, for periods extending well beyond 10 years, cannot be brushed aside merely by labelling their initial appointments as part-time or contractual.

115. The Supreme Court reiterated that essence of their employment must be considered in the light of their sustained contribution, the integral nature of their work, and the fact that no evidence suggests their entry was through any illegal or surreptitious route; throughout their tenure, the appellants were engaged in performing essential duties that were indispensable to the day-to-day functioning of their employer; and their engagement was not sporadic or temporary in nature, but recurrent, regular and akin to the responsibilities typically associated with sanctioned posts. It held that the recurring nature of their duties necessitates their classification as regular posts, irrespective of how their initial engagements were labelled.

116. It declared that the appellants’ consistent performance over their long tenures further solidifies their claim for regularisation. It held that denial of benefit of regularisation followed by arbitrary termination amounts to manifest injustice and must be rectified.

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117. It declared that the pervasive misuse of temporary employment contracts reflects a broader systemic issue that adversely affects workers' rights and job security. It noted that while the foundational purpose of temporary contracts may have been to address short term or seasonal needs, they have increasingly become a mechanism to evade long term obligations owed to employees. It stated that it is imperative for government departments to lead by example in providing fair and stable employment.

118. We are of the view that the State and its instrumentalities such as the University have to be model employers. They are expected to act with high probity, fairness and candour, and bear a social responsibility to treat their employees in a manner that preserves their dignity. They cannot be permitted to exploit them or to take advantage of their vulnerability, helplessness or unequal bargaining position.

119. In ***Bholanath v. State of Jharkhand***⁸, the State had engaged the services of the appellants on sanctioned posts since the year 2012. It was only towards the end of the year 2022 that the respondents communicated that no further extension of the appellants' engagement was likely to be granted. The Supreme Court held that such action on part of the respondents is arbitrary and violates Art.14 of the Constitution of India. It held:

“13.3. In our considered opinion, the aforesaid action is not only vitiated by arbitrariness but is also in clear derogation of the equality principles enshrined in Article 14 of the Constitution. The respondent State initially engaged the appellants in their youth to discharge public duties and functions. Having rendered long and dedicated service, the appellants cannot now be left to fend for themselves, particularly when the employment opportunities that

⁸ Civil Appeal No. of 2026 (arising out of SLP (Civil) No.30762 of 2024) dt.30.1.2026



may have been available to them a decade ago are no longer accessible owing to age constraints.

13.4. We are unable to discern any rational basis for the respondent-State's decision to discontinue the appellants after nearly 10 years of continuous service. We are conscious that the symbiotic –relationship between the appellants and the respondent-State was mutually beneficial, the State derived the advantage of the appellants' experience and institutional familiarity, while the appellants' remained in public service. In such circumstances, any departure from a long standing practice of renewal, particularly one that frustrates the legitimate expectation of the employees, ought to be supported by cogent reasons recorded in a speaking order.

... ..

14. In the light of our discussion, in the foregoing paragraphs, we summarise our conclusions as follows:

I. The respondent-State was not justified in continuing the appellants on sanctioned vacant posts for over a decade under the nomenclature of contractual engagement and thereafter denying them consideration for regularisation.

II. Abrupt discontinuance of such long standing engagement solely on the basis of contractual nomenclature, without either recording cogent reasons or passing a speaking order, is manifestly arbitrary and violative of Art.14 of the Constitution.

... ..

V. In view of the foregoing discussion, we direct the respondent State to forthwith regularise the services of all the appellants against sanctioned posts to which they were initially appointed. The appellants shall be entitled to consequential service benefit accruing from the date of this judgment."

120. In the light of these judgments, the view of the learned Single Judge that if an appointment was purely on contractual basis, it does not

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confer any right upon the employee to claim absorption/regularization, cannot be sustained.

121. In our opinion, the appellant's role both as a Lecturer and as Asst. Placement Officer was not only essential but also indistinguishable from those of regular employees. Her sustained contribution over almost 15 years in the face of unjust treatment by the University warrants equitable treatment and regularization of her services. Denial of this benefit, followed by her arbitrary disengagement from service by the University after the Writ petition was dismissed on 9.1.2024, amounts to manifest injustice and must be rectified. The Court must look beyond the surface labels and consider the realities of employment. Refusing regularisation simply because her original terms did not explicitly state so would be contrary to principles of fairness and equity.

122. The plea of the respondents in the counter affidavit that she was unruly, insubordinate and undisciplined appears to be an afterthought and lacks credibility. Obviously they expected her to meekly accept her fate and succumb to their illegal and arbitrary actions without questioning the same. Her challenge to their illegal actions by filing the Writ Petition and the Writ Appeal appears to have triggered this false and obviously *malafide* plea by them.

123. Next the question arises in which post her services should be regularised.

124. Admittedly she worked as Lecturer (Contract) from 4.2.2009 to 2.2.2016. From 2.2.2016, till 9.1.2024, she worked as Asst. Placement Officer (contract).

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125. Though she did protest at the time of re-designation of her job from Lecturer (Contract basis) to that of Asst. Placement Officer (Contract), when the University did not accept her place to be restored as Lecturer (contract basis), she had not approached this Court for relief.

126. At this point of time, we are of the opinion that she cannot therefore be regularised in post of Lecturer (Asst. Professor) since she had not done teaching for more than the last 10 years.

127. But this Court cannot also ignore the fact that she had worked as Lecturer (Contract) from 4.2.2009 to 2.2.2016 and thereafter from 2.2.2016, till 9.1.2024, she worked as Asst. Placement Officer.

128. This is a long period of service of 15 years where she was treated unfairly and arbitrarily by the University in every which way- from appointing her on contract basis though sanctioned posts were available and though she was subjected to a selection process; abruptly re-designating her as Asst. Placement Officer (Contract) from Lecturer (Contract) on 2.2.2016 without a valid reason; and reducing her status from a Contract employee to a daily wage employee on 30.9.2022 with daily wage of Rs.1200/- per working day. She was denied even minimum of time scale of pay in these posts which she was entitled as per the judgment of the Supreme Court in **Jagjit Singh v. State of Punjab**⁹.

129. For the aforesaid reasons we hold:

- (a) That the appellant's appointment as Lecturer on 4.2.2009 pursuant to the Advertisement dt.4.6.2008 cannot be said to be one not against a sanctioned post;

⁹ (2017) 1 SCC 148.

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- (b) that appellant possessed the qualification for appointment as Lecturer in the Business Management Department when she was selected to the said post on 20.7.2008;
- (c) that the appointment of the appellant as Lecturer (Contract basis) initially was pursuant to a regular recruitment process;
- (d) That the University arbitrarily and illegally re-designated her as Asst. Placement Officer on 2.2.2016 without any valid reason;
- (e) That the University has acted arbitrarily, unreasonably and in violation of principles of natural justice in reducing the remuneration of the appellant to Rs.1200/- per working day w.e.f. 3.1.2022 to 20.8.2022 vide office order dt.30.9.2022 and the said order dt.30.9.2022 is set aside.
- (f) That the appellant entitled to relief of regularisation of services as Asst. Placement Officer in the University w.e.f.2.2.2016.

130. Consequently, we hold that the appellant is entitled to regularisation of her services as Asst. Placement Officer.

131. The respondents are directed to reinstate the appellant into service as Asst. Placement Officer in the Business Management Department forthwith and within one month from today, regularise her services in the said post as above. She shall be paid regular scale of pay and allowances as applicable for the said post of Asst. Placement Officer. Her service from 4.2.2009 in the University shall be counted as qualifying service for pension and other retirement benefits.

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132. The respondents shall also pay costs of Rs.25,000/- to appellant within 4 weeks.

All other pending applications shall stand disposed of.

(BISWAJIT PALIT, J)

(M.S. RAMACHANDRA RAO, CJ)



PULAK BANIK

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