

**Dr Burla Sunitha Venkateseshamamba vs The State Of Andhra Pradesh on 19
September, 2026**

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APHC010088382023

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI
(Special Original Jurisdiction)

SATURDAY, THE 19th DAY OF SEPTEMBER 2026

PRESENT

THE HONOURABLE SRI JUSTICE BALAJI MEDAMALLI

WRIT PETITION NO: 4525 OF 2023

Between:

1. Dr BURLA SUNITHA VENKATASESHAMAMBA, D/o. Late B.Janganmohan
Rao, Aged about 39 years, R/o D.No.13-7-8, Vegetable Market
Street,Bapatla, Guntur District, A.P.

...Petitioner

AND

1. The State of Andhra Pradesh, Rep. by it Special Chief Secretary, Higher
Education Department, Secretariat, Velagapudi, Amaravati, Guntur Dist.

2. The Registrar, Acharya N.G. Ranga Agriculture University, Lam, Guntur
District, A.P.

3. The Dean of Agricultural Engineering and Technology, Acharya N.G. Ranga
Agriculture University, Lam, Guntur District, A.P.

4. The Associate Dean, Dr. N.T.R. College of Food Science and
Technology, Bapatla, Guntur District, A.P.

...Respondents

Petition under [Article 226](#) of the Constitution of India praying that in the

pleased to issue a Writ or Order or a direction more particularly in a nature of Writ of Mandamus declaring the action of the Respondents in not absorbing the service of the petitioner in to regular service and issuing proceedings i.e. Memo.A2/752/TA/2020-21, dated 10.08.2021, Memos. /1728/A2/2022, dated 28.03.2022, 16.05.2022, 27.06.2022, Circular Memo No.A2/752/TA/2020-21, dated 12.12.2022 and, Proc.No.A2/752/TA/2020-21, dated 17.09.2021 and Proc.No.A2/752/TA/2023-24, dated 21.02.2024 to the extent of showing/treating me as Part Time Teaching Associate hourly basis and fixing a duration of 11 Months as illegal, arbitrary and violation of the rights conferred under [Article 14, 16](#) and [21](#) of the Constitution of India and against the Principles of Natural Justice, set aside the same and consequently direct the Respondents A. To regularize the service of the petitioner who is Teaching Associate in to an equivalent post of Asst. Professor in the 4th Respondent College from the date of her initial appointment in 2006, as per the law laid down by the Constitutional Bench of Supreme Court in State of Karnataka Vs. Umadevi and Others and in State of Karnataka and Others Vs. M.L. Kesari and Others and same affirmed in University of Delhi and Others Vs. Delhi University Contract Employees Union and Others and in 2022 (4) Andh LD 196.B. To pay the salary as prevailing for Teaching Associate – Full Time from 11.08.2021 to till absorption of petitioner services into regular services along with 14 percent interest per annum and to pass such other order or orders as this Hon'ble Court may deem fit and proper in the circumstances of the case. Main Prayer amended/substituted as per Court Order dated 08.04.2026 vide IA No.2 of 2024 in WP No.4525 of 2023.

IA NO: 1 OF 2023

Petition under [Section 151](#) CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased may be pleased to pass interim direction, directing the respondents to reinstate and continue the petitioner in the post of Teaching Associate -- Full Time without any break, with continuity of payment as prevailing from time to

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time by suspending the impugned proceedings i.e. Memo.A2/752/TA/2020-21, dated 10.08.2021, Memo's./1728/A2/2022, dated 28.03.2022, 16.05.2022, 27.06.2022, Circular Memo No.A2/752/TA/2020-21, dated 12.12.2022 pending disposal of the Writ Petition and to pass such

IA NO: 1 OF 2024

Petition under [Section 151](#) CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to grant leave to the petitioners / 2nd 3rd & 4th respondents in the W.P.No.4525 of 2023 to file the counter affidavit in the above writ petition and pass

Petition under [Section 151](#) CPCpraying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased may be pleased to permit the petitioner to amend the prayer.

Counsel for the Petitioner: KISHORE KUMAR.A

Counsel for the Respondents: GP FOR SERVICES III

Counsel for the Respondents: YELLA REDDY RAJANALA (SC FOR ANGRAU)

Counsel for the Respondents:S PRANATHI

The Court made the following order:

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THE HONOURABLE SRI JUSTICE BALAJI MEDAMALLI

WRIT PETITION NO: 4525 OF 2023

ORDER:

1. This Writ Petition is filed for the following relief:

".....to issue a Writ or Order or a direction more particularly in a nature of Writ of Mandamus declaring the action of the Respondents in not absorbing the service of the petitioner in to regular service and issuing proceedings i.e. Memo.A2/752/TA/2020-21, dated 10.08.2021, Memos. /1728/A2/2022, dated 28.03.2022, 16.05.2022, 27.06.2022, Circular Memo No.A2/752/TA/2020-21, dated 12.12.2022 and, Proc.No.A2/752/ TA/2020-21, dated 17.09.2021 and Proc.No.A2/752/TA/2023-24, dated 21.02.2024 to the extent of showing/treating me as Part Time Teaching Associate hourly basis and fixing a duration of 11 Months as illegal, arbitrary and violation of the rights conferred under [Article 14, 16](#) and [21](#) of the Constitution of India and against the Principles of Natural Justice, set aside the same and consequently direct the Respondents A. To regularize the service of the petitioner who is Teaching Associate in to an equivalent post of Asst. Professor in the 4th Respondent College from the date of her initial appointment in 2006, as per the law laid down by the Constitutional Bench of Supreme Court in [State of Karnataka Vs. Umadevi and Others](#) and in [State of Karnataka and Others Vs. M.L. Kesari and Others](#) and same affirmed in [University of Delhi and Others Vs. Delhi University Contract Employees Union and Others](#) and in 2022 (4) Andh LD 196.

B. To pay the salary as prevailing for Teaching Associate - Full Time from 11.08.2021 to till absorption of petitioner services into regular services along with 14 percent interest per annum..."

2. The facts of the case, as narrated by petitioner in the writ petition, are briefly set out hereunder:

(i) Petitioner, possessing B.Sc., M.Sc. and Ph.D. in Biochemistry, was selected through a duly constituted Selection Committee in 2006 and appointed as a Part-Time Teacher against a sanctioned vacancy, with engagement continuing until the post was filled regularly. Though initially Page |5 designated as Part-Time, her services were continuously utilized as a Full-

Time Teacher and, from 2012, as a Teaching Associate, without break. She continued against the sanctioned vacancy and received consolidated remuneration applicable to Teaching Associates. Recruitment processes initiated in 2018 and 2021 were subsequently cancelled, though she was qualified in 2018 written examination for Food Chemistry. In June 2021, petitioner sought absorption into regular service in view of her long service. Thereafter, respondents applied an 11-month engagement condition to her, despite her service since 2006, and subsequently appointed her as a Part- Time Teaching Associate on a fresh 11-month contract. She objected to the alteration and continued working pursuant to oral assurances of the 4th respondent.

(ii) In 2022, respondents issued successive memos alleging negligence, disobedience and administrative inconvenience. Petitioner submitted explanations and sought for relevant documents, which were not furnished. She contends that no effective enquiry was conducted, yet her remuneration was withheld and she was prevented from continuing her duties. No written termination order was issued. Nevertheless, petitioner was orally informed that her services had been terminated. Subsequent Walk-In- Interview notifications again treated the post as Part-Time and, were structured in a manner affecting her eligibility. She nevertheless attended the interview held on 19.12.2022, but no decision was communicated.

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(iii) Petitioner challenges the proceedings dated 10.08.2021, 28.03.2022, 16.05.2022, 27.06.2022 and 12.12.2022, contending that respondents unlawfully interrupted her continuous service, altered her status, withheld remuneration and effectively terminated her without due process. She seeks appropriate relief regarding continuation, consequential benefits and consideration of her claim for regularization/absorption in accordance with law. Having no efficacious alternative remedy, petitioner invokes the jurisdiction of this Hon'ble Court under [Article 226](#) of the Constitution and seeks appropriate relief against the impugned actions.

3. Respondent No.2 filed counter-affidavit, denying most of the averments in the writ petition, contending that petitioner was engaged in 2006 only as a Part-Time Teacher on hourly and temporary basis, and not as a Teaching Assistant or regular employee. Her designation was changed to Teaching Associate in 2012 without altering the temporary nature of her engagement. Remuneration was revised periodically in accordance with University norms. It is further contended that Teaching Associates were subject to engagement for two semesters or 11 months, whichever was earlier. Accordingly, all such engagements, including petitioner's, were discontinued on 10.08.2021. Pursuant to the Walk-In-Interview notification dated 23.08.2021, petitioner voluntarily participated and was engaged from 22.09.2021 as a Part-Time Teaching Associate on contract basis, at Rs.650/- per hour, subject to Rs.24,000/- per month and for 11 months. Respondents rely on her acknowledgment of these terms and contend that prior experience did not Page |7 confer continuity of service. Respondents allege irregularities, misconduct, disobedience and deficiencies in the petitioner's academic work. Explanations were sought, a Disciplinary Committee was constituted, and its report was submitted. Petitioner failed to furnish a satisfactory final explanation and that remuneration for May and June 2022 was consequently withheld. For 2022-23 engagement, petitioner participated in the Walk-In-Interview and stood third in the merit list. Another candidate was selected and joined on 26.12.2022. Therefore petitioner had no subsisting right to reinstatement on the earlier engagement. Relying on revised University eligibility criteria approved in December 2023/January 2024, respondents contended that petitioner did not satisfy the latest requirements for Full-Time Teaching Associate. A subsequent recruitment process for a Full-Time post was also stated to have failed because none of the candidates met the prescribed criteria. Following interim orders in the writ proceedings and Writ Appeal No.436 of 2023, respondents permitted the petitioner to resume the erstwhile post as a Part- Time Teaching Associate on hourly basis, subject to the prescribed contractual conditions. It is further contended that petitioner's engagement was always temporary and contractual, that no right to regularization or continuation arose from past service, and that the subsequent appointment was made on merit. Therefore, respondents seek dismissal of the Writ Petition.

4. Learned counsel for petitioner filed a rejoinder denying the material allegations in the counter and contending that respondents suppressed Page |8 relevant facts and failed to specifically rebut her pleadings. Though petitioner initially engaged as a Part-Time Teacher in 2006, she was subsequently treated as a Full-Time Teaching Associate against a sanctioned post, with corresponding revision of remuneration. Petitioner submitted her Ph.D. qualification in 2016, followed by revision of remuneration, contrary to respondents' claim that it was disclosed only in 2017. Petitioner's continuous service from 2006 was interrupted by subsequent walk-in interviews and 11- month engagements intended to create artificial breaks and defeat her claim for continuity and regularization. Petitioner also disputes the applicability of the proceedings dated 10.08.2021 to her case. As to the disciplinary proceedings, she completed the assigned academic records and refused to alter marks, after which false complaints were allegedly initiated against her without a fair enquiry. Petitioner also relies on alleged alterations in performance records in support of her claim of victimization. Relying on subsequent judicial orders, contempt proceedings and directions concerning her continuation and remuneration, petitioner alleges that respondents repeatedly discontinued her service and treated her as a Part-Time Teacher despite such directions. She therefore alleges arbitrariness, mala fides, suppression of material facts and disregard of judicial orders, and seeks appropriate relief.

5. Heard Sri A. Kishore Kumar, learned counsel for petitioner and Smt. S.Pranathi, learned Special Government Pleader appearing for respondents.

6. The main contention advanced by the learned counsel for petitioner is that petitioner was initially appointed through the appropriate Selection Page |9 Committee on 03.02.2006. Four persons appeared in the said selection process, wherein the petitioner stood meritorious, as reflected in the selection list furnished by the Selection Committee constituted by the University, which is annexed as Ex.P3. Basing on her merit, petitioner was appointed as a part- time teacher with effect from 15.02.2006 on an hourly basis at the rate of Rs.250/- per hour, subject to the condition that the total payment should not exceed Rs.10,000/- per month, and that her engagement would continue until the post was filled up in accordance with the existing norms of the University governing the engagement of part-time teachers. Thereafter, her remuneration was enhanced from time to time. Vide proceedings dated 18.01.2011, petitioner's appointment was placed on a consolidated pay basis and her engagement was shown against a sanctioned post, as reflected in Ex.P5, with remuneration fixed at Rs.23,000/-. The same was revised from time to time. Thus, from 15.02.2006 until the proceedings dated 18.01.2011, the petitioner continued to work as a part-time teacher and, during the said period, discharged duties equivalent to those of a full-time teacher, including additional duties. Considering the nature of duties discharged by the petitioner, the University took a decision to treat her engagement as that of a full-time teacher against a sanctioned vacancy and accordingly placed her appointment on a consolidated pay basis.

7. Learned counsel for petitioner also placed reliance on the proceedings in No.A2/365/2004, dated06.2013, wherein petitioner was shown as working against a sanctioned vacancy. Apart from discharging the duties of a P a g e | 10 Teaching Assistant, she was also assigned the additional duty of assisting the Warden of the Ladies' Hostel, and was paid a consolidated remuneration of Rs.23,000/-. Learned counsel further relied on Ex.P6, proceedings No.2087/Acad.I/A1/11, dated 09.01.2012, whereby the petitioner's designation was changed from Part-time Teacher to Part-time Teaching Associate. Under Ex.P7, it was certified that the petitioner, along with three or four others, was working as a Teaching Associate on a whole-time basis in the College and was handling more than two courses. It is further submitted that a circular dated 13.07.2014 was issued under Ex.P8, permitting Teaching Associates to be engaged against sanctioned vacancies in the respective departments. In respect of the Food Technology Department, petitioner was shown as a Teaching Associate (Full-time). Subsequently, petitioner acquired a Ph.D. degree, pursuant to which her remuneration was enhanced from Rs.24,000/- to Rs.35,000/-. Thereafter, University issued a notification for recruitment to the post of Assistant Professor in various faculties. Petitioner participated in the said selection process and, being the only candidate for Food Chemistry, was selected. However, the University subsequently cancelled the said selection process. It is submitted that, thereafter, no regular recruitment notification has been issued till date. After cancellation of the said selection process, University

issued an advertisement calling for applications for Teaching Associates on contract basis for the academic year 2017-2018. Petitioner again participated in the selection process and was selected. The proceedings dated 30.01.2018 specifically stated that the engagement was on P a g e | 11 contract basis for teaching courses in the College, while also requiring petitioner to conduct classes as assigned by the Associate Dean and to work in the College during the entire college hours on all working days. Learned counsel contends that these conditions demonstrate that petitioner was, in substance, discharging the duties of a full-time teacher. Likewise, pursuant to the notification dated 03.09.2020, petitioner was called for a walk-in interview for engagement on a monthly consolidated pay and was selected. The condition requiring her to work during the entire college hours on all working days was reiterated. Even in the year 2021, petitioner participated in the same selection process and was selected. However, for the first time, her engagement was restricted to a period of eleven (11) months under proceedings dated 10.08.2021. The stipulation of eleven-month tenure was intended to create an artificial break in the petitioner's service, though she continued to discharge the same duties without interruption.

8. Learned counsel for petitioner further submits that pursuant to the said selection process, petitioner was appointed on 17.09.2021 for a period of eleven (11) months. She submitted a representation dated 23.09.2021 to the respondent authorities, requesting that her services be treated as full-time, referring to the various duties performed by her, including additional responsibilities, and detailing the courses handled by her. While the said representation was pending consideration, a show-cause notice dated 28.03.2022 was issued to the petitioner making certain allegations against her. Petitioner submitted a detailed explanation on 11.04.2022. However, P a g e | 12 without considering the said explanation, respondents held that the explanation was improper and constituted a Committee to enquire into the matter. Thereafter, another show-cause notice dated 16.05.2022 was issued, to which petitioner submitted a further detailed explanation on 19.05.2022. No fresh allegations were made therein. Subsequently, on 27.06.2022, respondent University issued a memo stating that petitioner had failed to submit her final explanation and that no sufficient reasons were found in her defence, except to the extent supported by documentary evidence, warranting discontinuance of her contractual service as a Part-time Teaching Associate at Dr. NTR College of Food Science & Technology, Bapatla. However, no formal order of termination was passed against the petitioner. Thereafter, on 14.09.2022, the University issued a fresh notification inviting applications from eligible candidates for the post of Teaching Associate. In the said notification, the qualification earlier prescribed for Food Chemistry was not included. Petitioner submitted a representation to the University raising objection over the said notification. While the selection process in respect of other subjects was completed, the selection for Food Safety and Quality Assurance, wherein the qualification of Bachelor's Degree in Biochemistry was not included among the prescribed qualifications, was kept pending. Learned counsel for petitioner contends that, by issuing the said notification deleting the Biochemistry qualification, the University sought to prevent the petitioner from participating in the selection process. Subsequently, another notification dated 12.12.2022 P a g e | 13 was issued, wherein the said qualification was included. However, petitioner was not selected in the ensuing selection process.

9. From the aforesaid facts and circumstances, learned counsel for petitioner submits that, from 2006 to 2011, petitioner continued in service initially on an hourly basis and subsequently on consolidated pay. Though her engagement was described as that of a contract teacher, she was, in fact, discharging teaching duties throughout the working hours of the University and was the only teacher imparting instruction to the students in the concerned subject. In the year 2011, her engagement was placed on consolidated pay and she was entrusted with additional duties. Learned counsel further submits that, when petitioner submitted a representation to the authorities seeking recognition of her services as full-time, the same resulted in respondents initiating proceedings against her by issuing successive show- cause notices. Though petitioner submitted detailed explanations to both the notices, the same were not duly considered and were merely held to be unsatisfactory. It is further contended that, in the notification dated 14.09.2022 inviting applications for walk-in interviews, the qualification relating to the subject in which petitioner had been continuously discharging her duties from 2006 to 2021 was deleted. Pursuant to the representation submitted by

petitioner, the selection process in respect of the said post was kept pending. Thereafter, the University issued another notification dated 12.12.2022 for engagement on contract/hourly basis; however, petitioner was not selected for the best reasons.

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10. Learned counsel for petitioner contends that the course of action adopted by the respondents from 2018 onwards, particularly after petitioner sought recognition of her services as a full-time employee in view of the duties continuously discharged by her, was intended to prejudice her service prospects and exclude her from continuing in the University. Having been left with no other effective remedy, petitioner was constrained to file the present Writ Petition. During the pendency of the Writ Petition, this Court passed interim orders directing the respondents continue the petitioner in the post. Pursuant thereto, petitioner has been continuing in service.

11. As stated above, petitioner has been working since 2006, initially as a part-time teacher on contract basis and, from 2011 onwards, as a full-time Teaching Associate on consolidated pay. She continued to work in the said capacity till 2020. From 2018 onwards, however, respondents again treated her engagement as that of a part-time teacher on an hourly basis. Referring to her past service from 2006 onwards, petitioner submitted representations requesting that her engagement be treated as full-time and also sought for regularization of her services, which ignited the respondents to take coercive action against the petitioner. Learned counsel further submits that, in view of petitioner's longstanding service from 2006 onwards and her continuous engagement against a sanctioned vacancy from 2011, she is entitled to consideration for regularization of her services.

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12. Learned counsel for the petitioner placed reliance on the judgment of the Hon'ble Apex Court in *Jaggo V. Union of India and Others*¹, wherein it held as follows:

20. It is well established that the decision in *Uma Devi* (supra) does not intend to penalize employees who have rendered long years of service fulfilling ongoing and necessary functions of the State or its instrumentalities. The said judgment sought to prevent backdoor entries and illegal appointments that circumvent constitutional requirements. However, where appointments were not illegal but possibly "irregular," and where employees had served continuously against the backdrop of sanctioned functions for a considerable period, the need for a fair and humane resolution becomes paramount. Prolonged, continuous, and unblemished service performing tasks inherently required on a regular basis can, over the time, transform what was initially ad-hoc or temporary into a scenario demanding fair regularization. In a recent judgment of this Court in [Vinod Kumar v. Union of India](#)⁵, it was held that held that procedural formalities cannot be used to deny regularization of service to an employee whose appointment was termed "temporary" but has performed the same duties as performed by the regular employee over a considerable period in the capacity of the regular employee. The relevant paras of this judgment have been reproduced below:

"6. The application of the judgment in *Uma Devi* (supra) 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 the case of *Uma Devi* (supra).

7. The judgment in the case *Uma Devi* (supra) also distinguished between "irregular" and "illegal" appointments underscoring the importance of considering certain appointmentseven 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..."

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21. The High Court placed undue emphasis on the initial label of the appellants' engagements and the outsourcing decision taken after their dismissal. Courts must look beyond the surface labels and consider the realities of employment : continuous, long-term service, indispensable duties, and absence of any mala fide or illegalities in their appointments. In that light, refusing regularization simply because their original terms did not explicitly state so, or because an outsourcing policy was belatedly introduced, would be contrary to principles of fairness and equity.

22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.

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25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. 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. These practices manifest in several ways:

- Misuse of "Temporary" Labels: Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labeled as "temporary" or "contractual," even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.
- Arbitrary Termination: Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.
- Lack of Career Progression: Temporary employees often find themselves excluded from opportunities for skill development, promotions, P a g e | 17 or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.
- Using Outsourcing as a Shield: Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.
- Denial of Basic Rights and Benefits: Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.

26. While the judgment in Uma Devi (supra) sought to curtail the practice of backdoor entries and ensure appointments adhered to constitutional principles, it is regrettable that its principles are often misinterpreted

or misapplied to deny legitimate claims of long-serving employees. This judgment aimed to distinguish between "illegal" and "irregular" appointments. It categorically held that employees in irregular appointments, who were engaged in duly sanctioned posts and had served continuously for more than ten years, should be considered for regularization as a one-time measure. However, the laudable intent of the judgment is being subverted when institutions rely on its dicta to indiscriminately reject the claims of employees, even in cases where their appointments are not illegal, but merely lack adherence to procedural formalities. Government departments often cite the judgment in *Uma Devi*(supra) to argue that no vested right to regularization exists for temporary employees, overlooking the judgment's explicit acknowledgment of cases where regularization is appropriate. This selective application distorts the judgment's spirit and purpose, effectively weaponizing it against employees who have rendered indispensable services over decades.

13. Placing reliance on the aforesaid judgment, learned counsel for petitioner submits that an employee who has rendered long and continuous service under the State or its instrumentalities cannot be denied regularization merely on the ground that the initial appointment was not strictly in accordance with the rules. Though petitioner's engagement was termed P a g e | 18 temporary, she was continuously discharging regular duties against a sanctioned post.

14. Learned counsel further submits that, in *Jaggo's case* (supra), the Hon'ble Apex Court distinguished between illegal and irregular appointments and held that employees appointed irregularly against duly sanctioned posts and who have rendered more than ten years of continuous service may be considered for regularization, subject to the conditions laid down therein.

15. Learned counsel for petitioner also placed reliance on the judgment of the Hon'ble Supreme Court in [*Shripal and Another V. Nagar Nigam, Ghaziabad*](#)², wherein it held as follows:

–14. The Respondent Employer places reliance on *Secretary, State of Karnataka. v. Umadevi* [(2006) 4 SCC 1] to contend that daily-wage or temporary employees cannot claim permanent absorption in the absence of statutory rules providing such absorption. However, as frequently reiterated, *Uma Devi* itself distinguishes between appointments that are "illegal" and those that are "irregular," the latter being eligible for regularization if they meet certain conditions. More importantly, *Uma Devi* cannot serve as a shield to justify exploitative engagements persisting for years without the Employer undertaking legitimate recruitment. Given the record which shows no true contractor-based arrangement and a consistent need for permanent horticultural staff the alleged asserted ban on fresh recruitment, though real, cannot justify indefinite daily-wage status or continued unfair practices.

15. It is manifest that the Appellant Workmen continuously rendered their services over several years, sometimes spanning more than a decade. Even if certain muster rolls were not produced in full, the Employer's failure to furnish such records--despite directions to do so--allows an adverse inference under well-established labour jurisprudence. Indian labour law strongly disfavors perpetual daily-wage or contractual engagements in circumstances where the work is permanent in nature. Morally and legally, workers who fulfil ongoing municipal requirements year after year cannot be dismissed summarily as dispensable, particularly in the absence of a genuine 2 2025 SCC OnLine SC 221 P a g e | 19 contractor agreement. At this juncture, it would be appropriate to recall the broader critique of indefinite "temporary" employment practices as done by a recent judgment of this court in *Jaggo v. Union of India* (2024 SCC OnLine SC 3826) in the following paragraphs:

"22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such

exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.

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17. In light of these considerations, the Employer's discontinuation of the Appellant Workmen stands in violation of the most basic labour law principles. Once it is established that their services were terminated without adhering to [Sections 6E](#) and [6N](#) of the U.P. Industrial Disputes Act, 1947, and that they were engaged in essential, perennial duties, these workers cannot be relegated to perpetual uncertainty. While concerns of municipal budget and compliance with recruitment rules merit consideration, such concerns do not absolve the Employer of statutory obligations or negate equitable entitlements. Indeed, bureaucratic limitations cannot trump the legitimate rights of workmen who have served continuously in de facto regular roles for an extended period.

16. Placing reliance on the aforesaid judgment, learned counsel for petitioner submits that, where workmen have continuously rendered services for several years, even in the absence of complete records, an adverse inference may be drawn against the employer for failure to produce such records, in accordance with settled labour jurisprudence. Relying on Jaggo's case (supra), it is further contended that once it is established that the P a g e | 20 employees have been engaged in essential, continuous and perennial duties, they cannot be subjected to perpetual uncertainty in their employment.

17. Applying the said principle to the present case, learned counsel submits that petitioner has been continuously working in the University as a Part-time Teacher/Teaching Associate since 2006 and has been discharging essential and perennial teaching duties. Her long and continuous service, therefore, demonstrates the nature and necessity of the work performed by her, and she cannot be denied consideration for regularization merely on the basis of the nomenclature of her engagement.

18. Learned counsel for petitioner also placed reliance on the judgment of the Hon'ble Supreme Court in [Dharam Singh and Others V. State of U.P. and Another](#)³, wherein it held as follows:

11. Furthermore, it must be clarified that the reliance placed by the High Court on [Umadevi](#) (Supra) to non-suit the appellants is misplaced. [Unlike Umadevi](#) (Supra), the challenge before us is not an invitation to bypass the constitutional scheme of public employment. It is a challenge to the State's arbitrary refusals to sanction posts despite the employer's own acknowledgement of need and decades of continuous reliance on the very workforce. On the other hand, [Umadevi](#) (Supra) draws a distinction between illegal appointments and irregular engagements and does not endorse the perpetuation of precarious employment where the work itself is permanent and the State has failed, for years, to put its house in order.

Recent decisions of this Court in Jaggo v. Union of India⁴ and in [Shripal v. Nagar Nigam, Ghaziabad](#)⁵ have emphatically cautioned that [Umadevi](#) (Supra) cannot be deployed as a shield to justify exploitation through long-term "ad hocism", the use of outsourcing as a proxy, or the denial of basic parity where identical duties are exacted over extended periods. The principles articulated therein apply with full force to the present case.....

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17. Before concluding, we think it necessary to recall that the State (here referring to both the Union and the State governments) 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 that 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. Financial stringency certainly has a place in public policy, but it is not a talisman that overrides fairness, reason and the duty to organise work on lawful lines.

18. Moreover, it must necessarily be noted that "ad-hocism" thrives where administration is opaque. The State Departments must keep and produce accurate establishment registers, muster rolls and outsourcing arrangements, and they must explain, with evidence, why they prefer precarious engagement over sanctioned posts where the work is perennial. If "constraint" is invoked, the record should show what alternatives were considered, why similarly placed workers were treated differently, and how the chosen course aligns with [Articles 14, 16](#) and [21](#) of the Constitution of India. Sensitivity to the human consequences of prolonged insecurity is not sentimentality. It is a constitutional discipline that should inform every decision affecting those who keep public offices running.

19. Having regard to the long, undisputed service of the appellants, the admitted perennial nature of their duties, and the material indicating vacancies and comparator regularisations, we issue the following directions:

i. Regularization and creation of Supernumerary posts: All appellants shall stand regularized with effect from 24.04.2002, the date on which the High Court directed a fresh recommendation by the Commission and a fresh decision by the State on sanctioning posts for the appellants. For this purpose, the State and the successor establishment (U.P. Education Services Selection Commission) shall create supernumerary posts in the corresponding cadres, Class-III (Driver or equivalent) and Class-IV (Peon/Attendant/Guard or equivalent) without any caveats or preconditions. On regularization, each appellant shall be placed at not less than the minimum of the regular pay-scale for the post, with protection of last-drawn wages if higher and the appellants shall be entitled to the subsequent increments in the pay scale as per the pay grade. For seniority and promotion, service shall count from the date of regularization as given above.

ii. Financial consequences and arrears: Each appellant shall be paid as arrears the full difference between (a) the pay and admissible allowances at the minimum of the regular pay-level for the post from time to time, and (b) the amounts actually paid, for the period from 24.04.2002 until the date of regularization/retirement/death, as the case may be. Amounts already paid under previous interim directions shall be so adjusted. The net arrears shall be released within three months and if in default, the unpaid amount shall carry compound interest at 6% per annum from the date of default until payment.

P a g e | 22 iii. Retired appellants: Any appellant who has already retired shall be granted regularization with effect from 24.04.2002 until the date of superannuation for pay fixation, arrears under clause (ii), and recalculation of pension, gratuity and other terminal dues. The revised pension and terminal dues shall be paid within three months of this Judgment.

iv. Deceased appellants: In the case of Appellant No. 5 and any other appellant who has died during pendency, his/her legal representatives on record shall be paid the arrears under clause (ii) up to the date of death, together with all terminal/retiral dues recalculated consistently with clause

(i), within three months of this Judgment.

v. Compliance affidavit: The Principal Secretary, Higher Education Department, Government of Uttar Pradesh, or the Secretary of the U.P. Education Services Selection Commission or the prevalent competent authority, shall file an affidavit of compliance before this Court within four months of this Judgment.

19. Learned counsel for the petitioner placed reliance on the aforesaid judgment, as well as Jaggo's case and [Umadevi's](#) case, submits that the principle [laid down in Umadevi's](#) case cannot be deployed as a shield to justify exploitation through long-term ad hocism, the use of outsourcing as a proxy, or denial of basic parity where identical duties are extracted over an extended period. While allowing the appeals therein, the Hon'ble

Supreme Court held that long-term extraction of labour under temporary labels corrodes confidence in public administration and offends the promise of equal protection.

20. Learned counsel further submits that, once the perennial nature of duties discharged by petitioner is established, coupled with the material indicating the existence of vacancies against which she had been working, she is entitled to regularization of her services in the concerned cadre.

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21. Learned counsel for petitioner also placed reliance on the judgment of the Hon'ble Supreme Court in [Bhola Nath V. State of Jharkhand and Others](#)⁴, wherein it held as follows:

11. At the outset, we find it necessary to express our disapproval of the manner in which the High Court has approached the present lis. The controversy before the Court was not one of mere acquiescence or implied waiver of rights. The High Court, in our view, has proceeded on a mechanical application of precedents without engaging with the core constitutional issues involved, thereby reducing the dispute to one of acceptance of contractual terms, divorced from its larger constitutional context.

.....

Fundamental Rights and their waiver:

11.3. In the present case, the appellants were appointed by the respondent-State against sanctioned posts of Junior Engineers (Agriculture), with the engagement being described from the inception as contractual in nature. The terms and conditions governing the engagement stipulated that the appointment would be for an initial period of one year, extendable thereafter subject to satisfactory performance. 11.4. The respondent-State accordingly granted extensions to the appellants from time to time until the year 2023, when it was expressly clarified that the extension being granted would be the last. It was thereafter that the appellants approached the High Court by filing writ petitions seeking a writ of mandamus directing the State to regularize their services.

.....

Unconscionable Agreements- Contract between Lion and Lamb:

12. In [Central Inland Water Transport Corpn. v. Brojo Nath Ganguly](#)⁶, this Court acknowledged the increasing imbalance in the bargaining power of contracting parties. The Court held thus: -

"89. . . . We have a Constitution for our country. Our judges are bound by their oath to "uphold the Constitution and the laws". The Constitution was enacted to secure to all the citizens of this country social and economic justice. [Article 14](#) of the Constitution guarantees to all persons equality before the law and the equal protection of the laws. The principle deducible from the above discussions on this part of the case is in consonance with right and reason, intended to secure 4 2026 SCC OnLine SC 129 Page | 24 social and economic justice and conforms to the mandate of the great equality clause in [Article 14](#). This principle is that the courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable contract, or an unfair and unreasonable clause in a contract, entered into between parties who are not equal in bargaining power. It is difficult to give an exhaustive list of all bargains of this type. No court can visualize the different situations which can arise in the affairs of men. One can only attempt to give some illustrations. For instance, the above principle will apply where the inequality of bargaining power is the result of the great disparity in the economic strength of the contracting parties. It will apply where the inequality is the result of circumstances, whether of the creation of the parties or not. It will apply to situations in which the weaker party is in a position in which he can obtain goods or services or means of livelihood only upon the terms imposed by the stronger party or go without them. It will also apply where a man has no choice, or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however unfair, unreasonable and

unconscionable a clause in that contract or form or rules may be. This principle, however, will not apply where the bargaining power of the contracting parties is equal or almost equal. This principle may not apply where both parties are businessmen and the contract is a commercial transaction. In today's complex world of giant corporations with their vast infrastructural organizations and with the State through its instrumentalities and agencies entering into almost every branch of industry and commerce, there can be myriad situations which result in unfair and unreasonable bargains between parties possessing wholly disproportionate and unequal bargaining power. These cases can neither be enumerated nor fully illustrated. The court must judge each case on its own facts and circumstances."

(emphasis laid) Therefore, the Court has held that the Constitution obliges courts to advance social and economic justice and to give effect to the equality mandate under [Article 14](#). Consequently, courts will neither enforce nor hesitate to invalidate contracts, or contractual clauses, that are unfair or unreasonable when entered into between parties with unequal bargaining power.

12.1. Relying on the aforesaid reasoning, another two-Judge Bench in [Pani Ram v. Union of India](#)⁷, reiterated that the guarantee of equality under [Article 14](#) extends even to situations where a person has no meaningful choice but to accept imposed contractual terms, however unfair or unreasonable they may be. Applying this principle to the facts before it, the Court observed thus: -

P a g e | 25 "23. As held by this Court, a right to equality guaranteed under [Article 14](#) of the Constitution of India would also apply to a man who has no choice or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however unfair, unreasonable and unconscionable a clause in that contract or form or rules may be. We find that the said observations rightly apply to the facts of the present case. Can it be said that the mighty Union of India and an ordinary soldier, who having fought for the country and retired from Regular Army, seeking re-employment in the Territorial Army, have an equal bargaining power. We are therefore of the considered view that the reliance placed on the said document would also be of no assistance to the case of the respondents."

(emphasis laid)

Legitimate Expectation of the employees: -

13. Another facet requiring consideration in the case of contractual employees, such as the present appellants, is the doctrine of legitimate expectation. Where employees have continued to discharge their duties on contractual posts for a considerable length of time, as in the present case, it is but natural that a legitimate expectation arises that the State would, at some stage, recognize their long and continuous service. It is in this belief, bolstered by repeated extensions granted by the Executive, that such employees continue in service and refrain from seeking alternative employment, notwithstanding the contractual nature of their engagement. At this juncture, it is thus apposite to advert to the principles governing the doctrine of legitimate expectation as enunciated by this Court in [Army Welfare Education Society v. Sunil Kumar Sharma](#)⁸, wherein it was held as follows: -

"63. A reading of the aforesaid decisions brings forth the following features regarding the doctrine of legitimate expectation:

63.1. First, legitimate expectation must be based on a right as opposed to a mere hope, wish or anticipation;

63.2. Secondly, legitimate expectation must arise either from an express or implied promise; or a consistent past practice or custom followed by an authority in its dealings;

...

63.5. Fifthly, legitimate expectation operates in the realm of public law, that is, a plea of legitimate action can be taken only when a public authority breaches a promise or deviates from a consistent past

practice, without any reasonable basis.

...

Page | 26 13.1. Another Constitution Bench in [State of Karnataka v. Umadevi](#)⁹, cautioned that the doctrine of legitimate expectation cannot ordinarily be extended to persons whose appointments are temporary, casual or contractual in nature. The relevant extract of the judgment reads as follows: -

"47. When a person enters a temporary employment or gets engagement as a contractual or casual worker and the engagement is not based on a proper selection as recognised by the relevant rules or procedure, he is aware of the consequences of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed in the post when an appointment to the post could be made only by following a proper procedure for selection and in cases concerned, in consultation with the Public Service Commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State has held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek a positive relief of being made permanent in the post."

.....

Limits on Perpetual Contractual Engagements:

13.2. In the present case, the respondent-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.

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 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 ten 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 Page | 27 renewal, particularly one that frustrates the legitimate expectation of the employees, ought to be supported by cogent reasons recorded in a speaking order.

.....

13.6. This Court has, on several occasions, deprecated the practice adopted by States of engaging employees under the nominal labels of "part-time", "contractual" or "temporary" in perpetuity and thereby exploiting them by not regularizing their positions. In *Jaggo v. Union of India*¹⁰, this Court underscored that government-departments must lead by example in ensuring fair and stable employment, and evolved the test of examining whether the duties performed by such temporary employees are integral to the day-to-day functioning of the organization.

13.7. In [Shripal v. Nagar Nigam](#)¹¹ and [Vinod Kumar v. Union of India](#)¹², this Court cautioned against a mechanical and blind reliance on [Umadevi](#) (supra) to deny regularization to temporary employees in the absence of statutory rules. It was held that [Umadevi](#) (supra) cannot be employed as a shield to criticize exploitative engagements continued for years without undertaking regular recruitment. The Court further

clarified that Umadevi itself draws a distinction between appointments that are "illegal" and those that are merely "irregular", the latter being amenable to regularization upon 27riticized27 of the prescribed conditions.

13.8. In [Dharam Singh v. State of U.P.13](#), this Court strongly deprecated the culture of "ad-hocism" adopted by States in their capacity as employers. The Court 27riticized the practice of outsourcing or informalizing recruitment as a means to evade regular employment obligations, observing that such measures perpetuate precarious working conditions while circumventing fair and lawful engagement practices.

FINAL CONCLUSION:

14. In light of our discussion, in the foregoing paragraphs, we summarize 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 regularization.

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 [Article 14](#) of the Constitution.

III. Contractual stipulations purporting to bar claims for regularization cannot override constitutional guarantees. Acceptance of contractual terms does not amount to waiver of fundamental rights, and contractual P a g e | 28 stipulations cannot immunize arbitrary State action from constitutional scrutiny.

IV. The State, as a model employer, cannot rely on contractual labels or mechanical application of [Umadevi](#) (supra) to justify prolonged ad-hocism or to discard long-serving employees in a manner inconsistent with fairness, dignity and constitutional governance.

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

22. Placing reliance on the aforesaid, learned counsel for petitioner submits that respondent University had continued petitioner's engagement from 2006 against a sanctioned vacancy, initially on contract and hourly basis. From 2011 onwards, her engagement was continued against a sanctioned post on consolidated pay. It is further submitted that, from the inception of her engagement, petitioner had been discharging the duties of a Part-time Teacher/Teaching Associate (Full-time), and the nature of such duties was, in substance, that of a full-time teacher. Having regard to her continuous service for nearly two decades, learned counsel submits that the respondents cannot deny petitioner's claim merely by relying upon the contractual nomenclature of her engagement.

23. Placing reliance on the [ratio laid down in Umadevi](#)'s case, learned counsel submits that respondents cannot rely upon the same to justify prolonged ad hocism. It is further submitted that the contractual conditions imposed by the respondent University cannot be treated as having been voluntarily accepted by the petitioner merely because she was a party to such P a g e | 29 contracts, as she had no real choice but to accept the conditions imposed. Learned counsel submits that the contractual relationship between the petitioner and the respondent University is one between unequal parties, similar to the relationship between a –Lion and Lamb, as observed by the Hon'ble Supreme Court in [Central Inland Water Transport Corporation V. Brojo Nath Ganguly](#)5.

24. Learned counsel for the petitioner also placed reliance on the judgment of the Hon'ble Supreme Court in [Prem Chand and others V. State of Punjab](#) and another6, wherein it held as follows:

7. After the pronouncement of the judgment of [Secretary, State of Karnataka and Others v. Umadevi and Others](#) [(2006) 4 SCC 1], the State of Punjab again issued instructions dated 15.12.2006 deciding to regularise the services of ad hoc workers who were still in service without break in various departments

of the State Government. It is an admitted fact that several ad hoc workers were given the benefit of these instructions. The case of the Appellants, however, was kept pending under consideration.

.....

18. The core question that falls for consideration is whether the Appellants are covered under the policy instructions dated 26.05.2003, 15.12.2006 and 18.03.2011 issued by the State of Punjab for regularization of ad hoc employees. It is not disputed that the Appellants were appointed before 13.06.1996. The Respondents have sought to exclude the Appellants solely on the ground that their service tenures contained breaks ranging from 5 to 187 days. Therefore, it has been argued that their engagements were not continuous, making them ineligible under the policy. Furthermore, it has been argued that they are also ineligible under the policy dated 18.03.2011 as the Appellants were no longer in service when it came into force.

19. We are unable to agree with this reasoning as it has come on record that a large number of similarly placed employees have been regularized in various departments of the State Government in view of the policy 5 (1986) 3 SCC 156 6 2026 LiveLaw (SC) 394 P a g e | 30 instructions dated 26.05.2003 and 15.12.2006 in spite of the fact that there were breaks in their service as in the case of the present Appellants. The details of as many as 46 ad hoc employees who were given the benefit of the policies have been brought forward who had breaks ranging from a period of 64 to 334 days i.e. periods longer than that in the case of the Appellants. This fact has not been disputed by the Respondents.

Therefore, a case for parity is made out as the Appellants have service record with breaks ranging from merely 5 to 187 days. The State cannot selectively deny the application of the policy to the Appellants, who are identically situated with these persons, with no cogent justification.

20. Moreover, the breaks in service relied upon by the Respondents to deny regularization are, on a closer examination, artificial in nature. The Appellants were consistently re-engaged, save for short breaks, and continued to discharge their duties to the satisfaction of the appointing authorities on the same posts. The breaks do not reflect any genuine abandonment of service or voluntary cessation of employment. Therefore, we are of the opinion that the long service of the Appellants cannot be disregarded in lieu of artificial breaks and by leveling the initial employment as ad hoc.

25. Placing reliance on the above, learned counsel for petitioner submits that the breaks in service were artificially created only to deny the benefit of regularization. Petitioner was consistently re-engaged, with only short intervals between the engagements, particularly from 2018 onwards. Prior to 2018, there was no break in her service from 2006, irrespective of the nomenclature of her engagement, whether as a Part-time Teacher or a Full-time Teaching Associate, and irrespective of the nature of appointment being on contract, part-time or full-time basis. As such, artificial breaks cannot be relied upon by the respondents to deny petitioner's claim for regularization.

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26. Learned counsel for the petitioner also placed reliance on the judgment of the Hon'ble Supreme Court in [Shah Samir Bharatbhai and Others V. State of Gujarat and Others](#)⁷, wherein it held as follows:

4. Academicians, lecturers and professors are the intellectual backbone of any nation, as they dedicate their lives to shaping the minds and character of future generations. Their work goes far beyond delivering lessons--it involves mentoring, guiding research, nurturing critical thinking, and instilling values that contribute to the progress of society. However, in many contexts, the compensation and recognition extended to them do not truly reflect the significance of their contribution. When educators are not treated with dignity or offered respectable emoluments, it diminishes the value a country places on knowledge and undermines the motivation of those entrusted with building its intellectual capital. By ensuring fair remuneration and dignified treatment, we affirm the importance of their role and reinforce the nation's commitment to quality education, innovation, and a brighter future for its youth.

.....

33. It is disturbing that Assistant Professors are getting monthly emoluments of Rs. 30,000/-. It is high time that the State takes up the issue and rationalize the pay structure on the basis of functions that they perform. For the present we have followed the decisions of the Gujarat High Court in Acharya Madhavi (supra) and Gohel Vishal Chhaganbhai (supra) to grant appellants the same relief as in those cases. We leave it open to the appellants and such similarly placed Assistant Professors to work out their remedies before the High Court in view of their continued service for a long period. It is for the High Court to consider the same and pass orders as per law.

27. Placing reliance on the above, learned counsel submits that petitioner, being a teaching professional, has been continuously discharging duties similar to those of an Assistant Professor, though she was designated as a Teaching Associate. It is contended that Assistant Professor is the lowest teaching cadre in the University and that, irrespective of whether petitioner was engaged as a Full-time Teaching Associate or Contract Teaching 7 2025 SCC OnLine SC 1788 P a g e | 32 Associate, the duties assigned to her were similar to those discharged by an Assistant Professor. Therefore, petitioner is entitled to be treated on par with an Assistant Professor for the purpose of consideration of her claim for regularization.

28. Learned counsel further submits that, from 2011 onwards, petitioner's name was shown against the sanctioned strength of Teaching Associates and that the duties discharged by her were, in substance, those of an Assistant Professor in the regular teaching cadre. Therefore, petitioner's case is liable to be considered for regularization in the cadre of Assistant Professor.

29. Learned counsel for the petitioner also placed reliance on the judgment of the Hon'ble Supreme Court in [Somesh Thapliyal v. HNB Garhwal University](#)⁸, wherein it held as follows:

45. The term "substantive appointment" is not so defined in the legal dictionary but has been referred in the service jurisprudence by the recruiting authority while framing Rules under [Article 309](#) of the Constitution and what is being termed as "substantive appointment" can be gathered from the U.P. Sales Tax Officers (Grade II) Service Rules, 1983.

The relevant extract is as under:

" "substantive appointment" means an appointment, not being an ad hoc appointment, on a post in the cadre of the service made after selection in accordance with the rules and, if there are no rules in accordance with the procedure prescribed for the time being by executive instructions, issued by the Government."

46. The definition of "substantive appointment" can further be noticed under Rajasthan Administrative Service Rules, 1954 as under:

"4. (n) "substantive appointment" means an appointment made under the provisions of these Rules to a substantive vacancy after due selection by any of the methods of recruitment prescribed under these Rules and 8 (2021) 10 SCC 116 P a g e | 33 includes an appointment on probation or as a probationer followed by confirmation on the completion of the probationary period."

47. Almost similar nature of rule is available in the services where the recruiting authority has defined what is held as "substantive appointment"

under the Recruitment Rules framed under [Article 309](#) of the Constitution and this clearly defines that an appointment made in accordance with the scheme of Rules are held to be substantive appointment.

48. Adverting to the facts of the case, undisputedly, the appellants were appointed pursuant to an advertisement dated 4-2-2004 and 19-5-2006 held for regular selection and after going through the process of selection as being provided under Chapter VI of the 1973 Act and on the recommendations been made by the statutory Selection Committee, constituted under [Sections 31\(1\)](#) and (4) of the Act and approved by the

Executive Council, which is a statutory authority, appointments were made in the year 2004 and 2007 respectively.

49. In our considered view, once the appellants have gone through the process of selection provided under the scheme of the 1973 Act regardless of the fact whether the post is temporary or permanent in nature, at least their appointment is substantive in character and could be made permanent as and when the post is permanently sanctioned by the competent authority.

50. In the instant case, after the teaching posts in the Department of Pharmaceutical Sciences have been duly sanctioned and approved by the University Grants Commission of which a detailed reference has been made, supported by the letter sent to the University Grants Commission dated 14-8-2020 indicating the fact that the present appellants are working against the teaching posts of Associate Professor/Assistant Professor sanctioned in compliance of the norms of the AICTE/PCI and are appointed as per the requirements, qualifications and selection procedure in accordance with the 1973 Act and proposed by the University, such incumbents shall be treated to be appointed against the sanctioned posts for all practical purposes.

30. Placing reliance on the above, learned counsel for petitioner submits that a substantive appointment means an appointment, other than an ad hoc appointment, to a post in the cadre of service made after following the selection process prescribed under the applicable rules. In the present case, petitioner was appointed pursuant to a selection process conducted by a duly constituted Selection Committee, and her appointment was against a P a g e | 34 sanctioned vacancy. It is, therefore, contended that her appointment is liable to be treated as a substantive appointment.

31. Learned counsel further submits that petitioner was permitted to continue against the said sanctioned vacancy for more than a decade and that the selection was conducted by a Selection Committee constituted under Section 31 of the University Act. Therefore, petitioner's appointment ought to be treated as substantive and her services are liable to be regularized with effect from the date of her initial appointment.

32. Learned counsel also placed reliance on the judgment of the Division Bench of this Court in The Registrar, Dr.Y.S.R. Horticultural University V. Nelli Satyanarayana (W.A.No.591 of 2025), wherein this Court, placing reliance on the judgments of the Hon'ble Supreme Court in Jaggio v. Union of India & Ors., [State of Karnataka v. Umadevi](#)⁹, [State of Karnataka & Ors., V. M.L.Kesari](#)¹⁰ and [Vinod Kumar and Others v. Union of India](#)¹¹, dismissed the Writ Appeal filed by the University and upheld the directions to the Appellant - University to regularize the services of the respondent / Writ Petitioner.

33. Learned counsel also placed reliance on the Judgment of this Court in W.P.No.16832 of 2020, concerning an employee of the same respondent - University who had sought regularization. This Court, relying upon the judgments of the Hon'ble Supreme Court in Jaggio V. Union of India, State 9 (2006) 4 SCC 1 10 (2010) 9 SCC 247 11 (2024) 9 SCC 327 P a g e | 35 of [Gujarat & Ors. V. PWD Employees Union & Ors.](#)¹², [Shripal & another V. Nagar Nizam Ghaziabad](#), [Dharam Singh and Others V. State of U.P. and Another](#), [Vinod Kumar and others V. Union of India](#), held that where an employee possessed the requisite qualification and had been selected through a competitive process, the appointment would constitute an irregular, and not an illegal, appointment. Further, considering that the respondents had availed the petitioner's services for more than 30 years, this Court held that regularization could not be denied and accordingly directed regularization of his services.

34. Learned counsel also placed reliance on the judgment of this Court in W.P.No.3634 of 2018, wherein, the learned single Judge, relying upon the judgments of the Hon'ble Supreme Court in [Bhola Nath V. State of Jharkhand and Others](#), [Central Inland Water Transport Corporation V. Brojo Nath Ganguly](#), [Pani Ram V. Union of India](#)¹³, [Army Welfare Education Society V. Sunil Kumar Sharma](#)¹⁴, [State of Karnataka V. Umadevi](#) and [Dharam Singh V. State of U.P.](#), held that a public authority cannot be permitted to approbate and reprobate; if the respondents disputed the petitioner's possession of prescribed qualification, it ought not to have continued him as a teaching faculty for more than two decades, much less entrusted him with the responsibility of imparting knowledge to students; petitioner, having worked for decades without any adverse

remarks regarding 12 (2013) 12 SCC 417 13 (2021) 19 SCC 234 14 (2024) 16 SCC 598 P a g e | 36 the eligibility, gives rise to a legitimate exception that he would be considered for regularization of his services. Accordingly, this Court directed the respondents to regularize the services of petitioner therein.

35. Learned counsel also placed reliance on the judgment of the Division Bench of this Court in W.P.No.44902 of 2018 and batch, wherein, upon an elaborate consideration of the issue and the judgments referred to hereinabove, this Court set aside the order of the A.P. Administrative Tribunal and directed regularization of the petitioners' services with all consequential benefits.

36. Basing on the aforesaid judgments, learned counsel submitted that petitioner is entitled to regularization of her services with effect from the date of her initial appointment, particularly when the respondents, being instrumentalities of the State, have continuously availed her services. Since 2006, petitioner has been discharging duties against the post of Assistant Professor, which has been treated by the respondents as a sanctioned post in the cadre. Having permitted her to continue against such post for all these years and having availed her services without interruption, the respondents cannot now deny her regularization on the ground that her initial appointment was not against a sanctioned post. Therefore, petitioner is entitled to regularization against the said post with effect from the date of her initial appointment, together with all consequential benefits.

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37. Learned counsel for the petitioner submits that, having worked continuously since 2006, the petitioner is entitled to regularization of her services. As regards payment of salaries, it is submitted that she is also entitled to interest on the delayed payments in terms of the judgment of the Hon'ble Supreme Court in Civil Appeal No. 2643 of 2025, wherein it was held that interest is not compensation but a normal accretion on the amount due. Reliance is also placed on the judgment of this Court in W.A. No. 952 of 2022, wherein interest at 12% per annum was awarded. However, the scope of the present writ petition is confined to regularization and continuation of the petitioner's services, and interim orders were passed permitting her to continue in service. The issue of non-payment of salary during the period of such service was not specifically raised in the writ petition or addressed in the counter-affidavit. The petitioner is therefore at liberty to seek appropriate relief in respect of the unpaid salaries. Since the petitioner continued to work pursuant to the interim orders and the salaries payable for such period remain unpaid, she is entitled to receive the salary due for the period during which she actually worked. This Court is not adjudicating the quantum of salary payable. However, if there has been any delay in payment of the salary due, the petitioner shall be entitled to interest at 8% per annum on the delayed payments, which this Court considers reasonable.

38. Smt. S. Pranathi, learned Special Government Pleader appearing for the University, submits that petitioner is not entitled to regularization of her services, as her appointment was purely temporary and contractual in nature.

P a g e | 38 She was engaged as a contract teacher for a specific period and for the limited purpose of imparting instruction to students. Petitioner was fully aware that her engagement, from 2006 onwards, was purely temporary and initially on an hourly basis. Therefore, she cannot claim the status of a full-time or regular teacher. Learned Special Government Pleader further submits that, though the proceedings describe the petitioner's engagement as temporary, she was required to attend the University on all working days and discharge the duties entrusted to her. From 2011 onwards, her engagement was treated as an appointment on consolidated pay against a sanctioned vacancy. After 2018, petitioner participated in the selection process with full knowledge of the temporary and contractual nature of her engagement. Therefore, having participated in the selection process, she cannot subsequently claim a right to regularization, after she was not selected in 2022, she cannot claim any right to continue in the post or seek regularization against the vacancy.

39. Learned Special Government Pleader also submits that, pursuant to the interim orders passed by this Court, petitioner was permitted to continue in service. In the writ appeal, this Court categorically held that a

temporary employee could not be replaced by another temporary employee. Thereafter, with a view to selecting suitable candidates for imparting education, University issued fresh notifications inviting applications from eligible candidates for contractual appointments. Petitioner participated in the selection process but was not selected in 2022. It was only thereafter, petitioner approached this Court seeking further relief. In view of the above circumstances, it is submitted P a g e | 39 that petitioner, having participated in the selection process and failed to secure selection, cannot claim regularization as a matter of right.

40. Learned Special Government Pleader placed reliance on the judgment of the Hon'ble Supreme Court in [State of Karnataka v. Umadevi](#) case cited supra, wherein it held as follows:

45. While directing that appointments, temporary or casual, be regularised or made permanent, the courts are swayed by the fact that the person concerned has worked for some time and in some cases for a considerable length of time. It is not as if the person who accepts an engagement either temporary or casual in nature, is not aware of the nature of his employment. He accepts the employment with open eyes.

It may be true that he is not in a position to bargain--not at arm's length--since he might have been searching for some employment so as to eke out his livelihood and accepts whatever he gets. But on that ground alone, it would not be appropriate to jettison the constitutional scheme of appointment and to take the view that a person who has temporarily or casually got employed should be directed to be continued permanently. By doing so, it will be creating another mode of public appointment which is not permissible. If the court were to void a contractual employment of this nature on the ground that the parties were not having equal bargaining power, that too would not enable the court to grant any relief to that employee. A total embargo on such casual or temporary employment is not possible, given the exigencies of administration and if imposed, would only mean that some people who at least get employment temporarily, contractually or casually, would not be getting even that employment when securing of such employment brings at least some succour to them. After all, innumerable citizens of our vast country are in search of employment and one is not compelled to accept a casual or temporary employment if one is not inclined to go in for such an employment. It is in that context that one has to proceed on the basis that the employment was accepted fully knowing the nature of it and the consequences flowing from it. In other words, even while accepting the employment, the person concerned knows the nature of his employment. It is not an appointment to a post in the real sense of the term. The claim acquired by him in the post in which he is temporarily employed or the interest in that post cannot be considered to be of such a magnitude as to enable the giving up of the procedure established, for making regular appointments to available posts in the services of the State. The argument that since one has been working for some time in the post, it will not be just to discontinue him, even though P a g e | 40 he was aware of the nature of the employment when he first took it up, is not one that would enable the jettisoning of the procedure established by law for public employment and would have to fail when tested on the touchstone of constitutionality and equality of opportunity enshrined in [Article 14](#) of the Constitution.

.....

47. When a person enters a temporary employment or gets engagement as a contractual or casual worker and the engagement is not based on a proper selection as recognised by the relevant rules or procedure, he is aware of the consequences of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed in the post when an appointment to the post could be made only by following a proper procedure for selection and in cases concerned, in consultation with the Public Service Commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State has held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek a positive relief of being made permanent in the post.

41. Placing reliance on the aforesaid judgment, learned Special Government Pleader submits that petitioner's appointment was purely temporary and that her selection was not made through a regular recruitment process. Therefore, she cannot claim any right to regularization of her services. It is further submitted that the petitioner was never appointed to a regular post and that any appointment made through the backdoor, without following the prescribed selection process, cannot be regularized, as held by the Hon'ble Supreme Court in the aforesaid judgment.

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42. Learned Government Pleader also placed reliance on the judgment of the Hon'ble Supreme Court in [State of Rajasthan v. Daya Lal](#)¹⁵, wherein it held as follows:

12. We may at the outset refer to the following well-settled principles relating to regularisation and parity in pay, relevant in the context of these appeals:

(i) The High Courts, in exercising power under [Article 226](#) of the Constitution will not issue directions for regularisation, absorption or permanent continuance, unless the employees claiming regularisation had been appointed in pursuance of a regular recruitment in accordance with relevant rules in an open competitive process, against sanctioned vacant posts. The equality clause contained in [Articles 14](#) and [16](#) should be scrupulously followed and Courts should not issue a direction for regularisation of services of an employee which would be violative of the constitutional scheme. While something that is irregular for want of compliance with one of the elements in the process of selection which does not go to the root of the process, can be regularised, back door entries, appointments contrary to the constitutional scheme and/or appointment of ineligible candidates cannot be regularised.

(ii) Mere continuation of service by a temporary or ad hoc or daily-wage employee, under cover of some interim orders of the court, would not confer upon him any right to be absorbed into service, as such service would be "litigious employment". Even temporary, ad hoc or daily-wage service for a long number of years, let alone service for one or two years, will not entitle such employee to claim regularisation, if he is not working against a sanctioned post. Sympathy and sentiment cannot be grounds for passing any order of regularisation in the absence of a legal right.

(iii) Even where a scheme is formulated for regularisation with a cut-off date (that is a scheme providing that persons who had put in a specified number of years of service and continuing in employment as on the cut-

off date), it is not possible to others who were appointed subsequent to the cut-off date, to claim or contend that the scheme should be applied to them by extending the cut-off date or seek a direction for framing of fresh schemes providing for successive cut-off dates.

(iv) Part-time employees are not entitled to seek regularisation as they are not working against any sanctioned posts. There cannot be a direction for absorption, regularisation or permanent continuance of part-time temporary employees.

15 (2011) 2 SCC 429 P a g e | 42

(v) Part-time temporary employees in government-run institutions cannot claim parity in salary with regular employees of the Government on the principle of equal pay for equal work. Nor can employees in private employment, even if serving full time, seek parity in salary with government employees. The right to claim a particular salary against the State must arise under a contract or under a statute.

[See [State of Karnataka v. Umadevi](#) (3) [(2006) 4 SCC 1 : 2006 SCC (L&S) 753] , *M. Raja v. CEERI Educational Society* [(2006) 12 SCC 636 :

(2007) 2 SCC (L&S) 334] , *S.C. Chandra v. State of Jharkhand* [(2007) 8 SCC 279 : (2007) 2 SCC (L&S) 897] , *Kurukshetra Central Coop. Bank Ltd. v. Mehar Chand* [(2007) 15 SCC 680 : (2010) 1 SCC (L&S) 742] and *Official Liquidator v. Dayanand* [(2008) 10 SCC 1 : (2009) 1 SCC (L&S) 943] .]

43. Placing reliance on the aforesaid judgment, learned Government Pleader submitted that part-time employees are not entitled to seek regularization, as they are not appointed against sanctioned posts, and the part-time employees working in Government institutions cannot claim parity in salary with regular Government employees. Therefore, since the petitioner was engaged as a part-time employee, she cannot claim an right to seek regularization of her services.

44. However, in view of the recent judgments of the Hon'ble Supreme Court, while considering the principles laid down in [State of Karnataka v. Umadevi](#) and the subsequent line of decisions [referred to above](#), the nature of the engagement and the actual duties discharged by the employee have to be considered. Merely describing an appointment as temporary, ad hoc or contractual would not, by itself, conclude the issue. Where the duties performed are perennial and continuous in nature, are essential to the functioning of the institution, and are discharged against a sanctioned P a g e | 43 vacancy, the employee cannot be denied consideration for regularization solely on the basis of the nomenclature attached to the appointment.

45. As rightly submitted by learned counsel for the petitioner, the relationship between the State or its instrumentalities and an individual employee cannot be viewed merely in terms of the formal conditions of the contract. The State, as a model employer, is required to act fairly and reasonably. Therefore, mere description of an appointment as temporary, ad hoc or contractual cannot, by itself, defeat a claim for regularization where the employee has been continuously discharging perennial and indispensable duties against a sanctioned post, subject to the applicable rules and the law governing regularization.

46. In the present case, the petitioner has been continuously discharging the duties of Teaching Associate, which are stated to be equivalent to those of an Assistant Professor, against a sanctioned vacancy. Having regard to the nature and duration of her service, the duties continuously discharged by her, and the circumstances in which she has been engaged, this Court is of the view that the petitioner is entitled to consideration for regularization in accordance with law. As the petitioner has been continuing in service as on today, she is entitled for remuneration for her services rendered on par with the Teaching Associates at prevailing rate.

47. For the foregoing reasons, Writ Petition is allowed. Respondents are directed to regularize the services of the petitioner in the post of Assistant P a g e | 44 Professor (which is equivalent to Teaching Associate) in the fourth respondent-College, from the date of her initial appointment within a period of three (03) months from the date of receipt of a copy of this order.

Interim orders, if any, granted earlier shall stand vacated, and all pending miscellaneous petitions, if any, shall stand closed.

JUSTICE BALAJI MEDAMALLI Date: 19.09.2026 SAK Whether the order is:

Speaking	☒	Reasoned	☒
Reportable	☒	Non-reportable	

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THE HONOURABLE SRI JUSTICE BALAJI MEDAMALLI

WRIT PETITION NO: 4525 OF 2023

Date: 19.09.2026

SAK