



2026:CGHC:13555

NAFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****WPS No. 6211 of 2023**

- 1** - Teman Lal Sahu S/o Shri Nathu Ram Sahu, Aged About 35 Years Presently Working As Dialysis Technician, R/o A-511, Yamuna Vihar, Ntpc Township, Jamnipali, District Korba (Chhattisgarh)
- 2** - Amit Kumar Dinkar S/o N.P. Dinkar, Aged About 32 Years Presently Working As Lab Technician, R/o A-643, Yamuna Vihar, Block-4, Ntpc Jamnipali, District Korba (Chhattisgarh)
- 3** - Sheena Joseph D/o Late Shri Joseph, Aged About 44 Years Presently Posted As Staff Nurse, R/o A-1222, Kaveri Vihar, Ntpc Township, Jamnipali, District Korba (Chhattisgarh)
- 4** - Jyoti Bala Lal D/o Shri Pradip Lal, Aged About 32 Years Presently Posted As Staff Nurse, R/o Qr.No. A-541, Yamuna Vihar, Ntpc Township, Jamnipali, District Korba (Chhattisgarh)
- 5** - Meena Kumari Sahu D/o Shri Samaru Sahu, Aged About 36 Years Presently Posted Staff Nurse, R/o A-601, Yamuna Vihar, Block-4, Ntpc Jamnipali, District Korba (Chhattisgarh)
- 6** - Harish Kumar Rathore, S/o Shri Pratap Singh Rathore, Aged About 33 Years Presently Posted As Pharmacist, R/o Qr.No.- A-1373, Kaveri Vihar, Ntpc Township, Jamnipali, District Korba (Chhattisgarh)
- 7** - Sunanda Chandra D/o Lal Bahadur Chandra, Aged About 32 Years Presently Posted As Pharmacist, R/o A-510, Yamuna Vihar, Block-4, Ntpc Township, Jamnipali, District Korba (Chhattisgarh)
- 8** - Aneesh Khan S/o Late Shri Naseer Khan, Aged About 31 Years Presently Posted As Optometrist, R/o A-631, Yamuna Vihar, Block-4,



Ntpc Jamnipali, District Korba (Chhattisgarh)

9 - Pragya Sahu D/o Krishna Kumar Sahu, Aged About 32 Years
Presently Posted As Pharmacist, R/o C-558, Yamuna Vihar, Block-1,

Ntpc Jamnipali, District Korba (Chhattisgarh)

10 - Ravi Shankar Aditya S/o Shri Ganesh Ram Kahra, Aged About 31
Years Presently Posted As Male Staff Nurse, R/o A-1041, Yamuna
Vihar, Ntpc, Jamnipali, District Korba (Chhattisgarh)

11 - Vijay Nand S/o Shri Elliot Nand, Aged About 37 Years Presently
Posted As Male Staff Nurse, R/o A-559, Yamuna Vihar, Ntpc Township,
Jamnipali, District Korba (Chhattisgarh)

12 - Meenu Nand D/o Late Shri Y.M. Sonwani, Aged About 36 Years
Presently Posted Staff Nurse, R/o A-577, Yamuna Vihar, Ntpc Township,
Jamnipali, District Korba (Chhattisgarh)

13 - Rockson A. Cox S/o Late Shri Oscar Brain Cox, Aged About 33
Years Presently Posted As Staff Nurse, R/o A-1327, Kaveri Vihar, Ntpc
Colony, Jamnipali, District Korba (Chhattisgarh)

14 - Manish Kumar Sonikar S/o Shri K.R. Sonikar, Aged About 38 Years
Presently Posted As Lab Technician, R/o H.No. 379, Punarwas,
Gopalpur, District Korba (Chhattisgarh)

15 - Samsun Masih S/o Shri Madhur Masih, Aged About 38 Years
Presently Posted As Male Staff Nurse, R/o A-627, Yamuna Vihar,
Block-4, Ntpc Korba, District Korba (Chhattisgarh)

16 - Narendra Bahadur Patel S/o Shri Ramsiya Patel Aged About 30
Years Presently Posted As Male Staff Nurse, R/o A-553, Yamuna Vihar,
Block-4, Jamnipali, District Korba (Chhattisgarh)

17 - Rajendra Prasad Patel S/o Shri Indrabhan Patel, Aged About 30
Years Presently Posted As Staff Nurse, R/o A-605, Yamuna Vihar, Ntpc,
Block-4, Jamnipali, District Korba (Chhattisgarh)

18 - Shiv Shankar Khare S/o Shri Rajaram Khare, Aged About 32 Years
Presently Posted As Ot Technician, R/o A-943, Yamuna Vihar,
Jamnipali, District Korba (Chhattisgarh)

19 - Rajpati Sahu S/o Late Shri Dhanpati Sahu, Aged About 31 Years
Presently Posted As Male Staff Nurse, R/o A-555, Yamuna Vihar, Ntpc



Jamnipali, District Korba (Chhattisgarh)

20 - Taruna Singh D/o Shri Santosh Kumar Singh, Aged About 31 Years
Presently Posted As Staff Nurse, R/o A-512, Yamuna Vihar, Block- Iv,
Ntpc Jamnipali, District Korba (Chhattisgarh)

21 - Virendra Kullu S/o Shri Jerom Kullu, Aged About 28 Years
Presently Posted As Staff Nurse, R/o A-653, Yamuna Nagar, Block- 4,
Ntpc Jamnipali, District Korba (Chhattisgarh)

22 - Durga Rathore D/o Bhola Ram Rathore, Aged About 26 Years
Presently Posted As Staff Nurse, R/o A-527, Yamuna Nagar, Block-Iv,
Ntpc Jamnipali, District Korba (Chhattisgarh)

23 - Jyoti D/o Late Shri Sajjan Kumar, Aged About 27 Years Presently
Posted As Staff Nurse, R/o A-635, Yamuna Nagar, Ntpc, Jamnipali,
District Korba (Chhattisgarh) **... Petitioners**

versus

1 - Union Of India Through The Secretary, Ministry Of Power Shram
Shakti Bhawan, Rafi Marg, New Delhi.

2 - Ntpc Limited, Through Its Director (Human Resources), Scope
Complex, 7-Institutional Area, Lodhi Road, New Delhi- 110003

3 - Chief Medical Officer, Corporate Medical Cell, Ntpc Limited, Ntpc
Bhawan, Scope Complex, Institutional Area, Lodhi Road, New Delhi-
110003

4 - Ntpc Limited, Western Region- Ii, Head Quarter, Super Thermal
Power Station, Nawa Raipur, District Raipur (Chhattisgarh) Through Its
Regional Executive Director

5 - Ntpc Limited, Korba Super Thermal Power Station, P.O. Vikash
Bhawan Jamnipali, Korba (Chhattisgarh) Through Its Business Unit
Head

6 - Ntpc Hospital, Korba Super Thermal Power Station, Jamnipali,
Korba (Chhattisgarh) Through Its Chief Medical Officer

7 - Utility Powertech Limited, Upl House, W-24, Sector-11, Noida-
201301 (U.P.), Through Its Deputy General Manager (Hr)



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8 - B.B. Kar (Manpower Contractor), Mig-1/57, Sada Colony, Jamnipali,
District Korba (Chhattisgarh) ... Respondents

(Cause-title taken from the Case Information System)

For Petitioners :- Ms. Aprajita Pandey, Advocate on behalf of Mr.
Harsh Wardhan, Advocate

For Respondent No.1:-Ms. Shweta Rai, Advocate on behalf of Mr.
Ramakant Mishra, DSG

For respondents No. 2 to 6 :- Mr. Anuroop Panda, Advocate

For Respondent No. 8 :- Mr. Vinod Kumar Deshmukh, Advocate

SB-Hon'ble Shri Justice Amitendra Kishore Prasad

Order on Board

20.03.2026

1. The present petition is being filed challenging the illegal, arbitrary, unconstitutional and unreasonable actions and inactions on the part of the respondent NTPC, inasmuch as the respondents have failed to extend the benefit of regular employment to the Petitioners either by way of regularization or by providing direct recruitment on a preferential basis, despite the Petitioners having been continuously working for several years in the Hospital run by the respondent NTPC. It is further submitted that although the Petitioners are discharging duties similar in nature to those of regular employees, the respondents have failed to grant them wages and service benefits at par with regular employees, thereby violating the settled principle of "equal pay for equal work" and the constitutional mandate under Articles 14 and 16 of the Constitution of India.



2. The petitioners have filed this Writ Petition seeking following reliefs:-

“10.1 That, the Hon'ble Court may be kindly pleased to call for the entire records in respect of the grievance of the Petitioners.

10.2 That, the Hon'ble Court may be kindly be pleased to direct the respondent NTPC to consider the claims of Petitioners for regularization on the regular posts of Staff Nurse, Pharmacist, Lab Technician, Dialysis Technician and Optometrist available at NTPC Hospital Korba.

10.3 That, this Hon'ble Court may be kindly be pleased to direct the respondent NTPC to extend benefits of equal pay of salary etc. to the Petitioners with that of regular employee of the service rendered all these years, with interest.

10.4 That, this Hon'ble Court may be kindly be pleased to direct the respondent NTPC to undertake regular recruitments on the various posts in the NTPC Korba hospital within a time frame.

10.5 That, this Hon'ble Court may be kindly be pleased to direct the respondent NTPC to provide suitable benefits of preference, bonus marks, age relaxation etc. to the Petitioners in the recruitment so undertaken.

10.6 That, the Hon'ble Court may kindly be pleased to direct the respondents to grant renewal/extension to the Petitioners on the posts



occupied by them until regular appointment are undertaken.

10.7 That, this Hon'ble Court may kindly be pleased to direct the respondent NTPC to provide experience certificate to the Petitioners for work undertaken all these years during the pendency of the instant case. 10.8 That, this Hon'ble Court may kindly be pleased to grant any other relief which the Hon'ble Court deems fit and proper in the facts and circumstances of the present case along with cost of the petition to the Petitioners.”

3. Learned counsel for the petitioners submits that the impugned actions and inactions on the part of the respondent authorities are wholly arbitrary, unreasonable and violative of the fundamental rights guaranteed under Articles 14 and 21 of the Constitution of India. It is contended that the respondent NTPC Limited, being “State” within the meaning of Article 12 of the Constitution of India, is under a constitutional obligation to act in a fair, just and reasonable manner and cannot exploit employees by keeping them on long-term contractual or ad-hoc engagements despite taking continuous services from them for several years. It is submitted that the petitioners are discharging duties identical in nature to those performed by regular employees in the respondent’s hospital and are performing essential and perennial functions required for the smooth functioning of the medical establishment. Despite this, they are being paid lesser wages and



denied service benefits which are available to regular employees, thereby violating the settled principle of equal pay for equal work and resulting in discriminatory treatment. Learned counsel further submits that the respondent establishment is statutorily obligated to maintain adequate medical facilities and support staff for its hospital in accordance with the provisions of the Factories Act, 1948 and other applicable guidelines, including standards for hospital infrastructure and staffing. The petitioners, being qualified and experienced personnel appointed pursuant to due advertisement and selection process, have been continuously rendering services in the hospital for a long period, including during the COVID-19 pandemic, and their services are indispensable for the functioning of the hospital. In such circumstances, the continued engagement of the petitioners through private contractors is nothing but an artificial device adopted by the respondent to deny them regular employment benefits. It is further contended that the contractual arrangement introduced by the respondent is merely a sham and camouflage to defeat the rights of the petitioners. The petitioners were initially engaged through entities such as Utility Power Limited, which itself had direct association and control of the respondent establishment, and thereafter through different private contractors, yet the petitioners have been continuously retained and their services utilized by the respondent institution. The day-to-day supervision, control, grant of leave and assignment of duties are



exercised by the officers of the respondent hospital, demonstrating that the real employer is the respondent itself and not the intermediary contractors.

4. Learned counsel submits that the Hon'ble Supreme Court has consistently held that where contract labour is engaged for discharge of statutory or perennial obligations of the principal employer, and where the contract arrangement is found to be a mere device to avoid statutory responsibilities, the courts are empowered to lift the veil and recognize the real relationship of employer and employee. In support of this contention, reliance has been placed on the decision of the Supreme Court in **National Thermal Power Corporation Ltd. v. Karri Pothuraju (2003) 7 SCC 384 Online** wherein, in the context of employees engaged through a contractor in an establishment of NTPC itself, the Court upheld the entitlement of such workers to be treated as employees of the principal employer when the work was performed in discharge of statutory obligations. Reliance is also placed on the decision in **Steel Authority of India Ltd. v. National Union Waterfront Workers (2001) 7 SCC 1**, wherein the Supreme Court explained the circumstances under which contract labour can be treated as employees of the principal employer, particularly when the contract is sham or when the labour is engaged in discharge of statutory obligations of the establishment. Learned counsel further relies upon the decision in **Hussainbhai v. Alath Factory Thezhilali Union and others**



(1978) 4 SCC 257 wherein the Supreme Court held that the true test of employment is the element of economic control and supervision, and that the presence of intermediary contractors cannot defeat the real relationship between the workmen and the principal employer when the labour is engaged for the benefit of the establishment. It is further submitted that the respondent establishment is also under a statutory and constitutional obligation to ensure proper occupational health facilities and medical infrastructure, particularly in hazardous industries such as thermal power plants, as emphasized by the Supreme Court in **Occupational Health v. Union of India and others (2014) 3 SCC 547**. In the present case, the respondent hospital is required to maintain a minimum strength of medical and technical staff in order to comply with statutory requirements as well as government schemes such as the Ayushman Bharat Scheme, for which the petitioners' services have been utilized and even projected in official records.

5. Learned counsel further submits that the petitioners have rendered long, continuous and satisfactory service and have now become overage due to prolonged contractual engagement, thereby depriving them of the opportunity to seek regular employment elsewhere. The attempt of the respondents to replace the petitioners with another set of contractual employees is impermissible in law and amounts to unfair labour practice. Placing reliance on recent decisions of the Supreme Court,



including ***Bhola Nath v. State of Jharkhand and others (2026)***,
SCC Online Sc 129, Jaggo v. Union of India and others (2024),
SCC Online SC 3826, Dharam Singh & Others v. State of Uttar Pradesh and another (2025) SCC Online SC 1735 and ***Shripal and another v. Nagar Nigam Ghaziabad (2025) SCC 144 Online***, it is argued that the State and its instrumentalities, being model employers, are expected to adhere to higher standards of fairness and cannot exploit the unequal bargaining position of contractual employees by continuing them on temporary engagements for an indefinite period. The State is bound to act fairly and adhere to principles of natural justice, as held in ***Sabha Shankar Dube vs Divisional Forest Officer and Others, (2019) 12 SCC 297***. Similarly situated employees are entitled to parity, as recognized in ***Hans Kumar Rajwade vs State of Chhattisgarh and Others, WPS No. 5378/2023***. It is thus contended that the petitioners, having rendered long and continuous service in essential and perennial functions under the direct supervision and control of the respondent establishment, are entitled to consideration for regularization or, at the very least, preferential appointment with appropriate benefits such as age relaxation, weightage for experience, and continuation in service until regular appointments are made. The denial of such relief, despite the admitted necessity of their services, is arbitrary, discriminatory and violative of the constitutional guarantees under Articles 14 and 21 of the Constitution of India.



6. Learned counsel for Respondent No. 1 – Union of India submits that the petitioners were never appointed by the Union of India or the official respondents and their engagement was purely contractual through agencies working in connection with NTPC Limited. Learned counsel further submits that the prayer for regularization is untenable in law, as the petitioners were not appointed through a regular recruitment process against sanctioned posts. Reliance is placed on **Secretary, State of Karnataka v. Umadevi (2006) 4 SCC 1**, wherein the Supreme Court held that contractual employees do not acquire any right to regularization. It is thus submitted that the petition, involving contractual service disputes and disputed questions of fact, deserves dismissal.
7. Learned counsel appearing for respondents No. 2 to 6 submits, at the outset, that the present writ petition as framed is not maintainable either on facts or in law. It is contended that the petitioners were never appointed by respondents No. 2 to 6 and no employer–employee relationship exists between the petitioners and the answering respondents. The appointment orders placed on record clearly demonstrate that the petitioners were initially appointed by Respondent No. 7, namely Utility Powertech Limited, for a specific contractual period in connection with the Korba site project, and the appointment itself was purely tenure-based, contractual and limited to the duration of the project. It is further submitted that the salary and remuneration payable to the



petitioners were also disbursed by Respondent No. 7, which is evident from the payment documents placed on record. Learned counsel submits that certain salary slips filed by the petitioners from pages 116 to 119 do not pertain to the petitioners themselves and have been deliberately annexed with an oblique motive, whereas the actual salary receipts relating to the petitioners clearly show payment by Respondent No. 7 alone. It is therefore contended that the contractual engagement of the petitioners was entirely under the control, supervision and employment structure of Respondent No. 7. Learned counsel further submits that after expiry of the earlier contractual arrangement, the petitioners came to be engaged through another contractor, namely Respondent No. 8, for the period from 10.03.2023 to 09.09.2023, and thereafter, upon completion of that contract tenure, a fresh contract was awarded to M.K. Engineering for the period from 10.09.2023 to 09.03.2024, under which also the petitioners appear to have been engaged. It is thus argued that the petitioners have continued, if at all, under successive independent contractors and not under the answering respondents directly. In such circumstances, if any grievance survives regarding service conditions, wages, continuity, or alleged unfair labour practice, the appropriate remedy lies before the competent Labour Court or industrial adjudicatory forum against the concerned contractor and not by way of a writ petition against respondents No. 2 to 6. It is further contended that Respondent No. 7, being the original



appointing authority at the relevant point of time, is an independent legal entity having its own Board of Directors and separate corporate existence. Merely because one of its shareholders is NTPC Limited does not render Respondent No. 7 a State instrumentality under Article 12 of the Constitution of India. Learned counsel submits that Respondent No. 7 is neither a Government company within the meaning of Section 2(45) of the Companies Act, 2013 nor a statutory body under majority governmental control so as to be directly amenable to writ jurisdiction on the basis suggested by the petitioners.

8. It is also submitted that the petitioners were consciously appointed for fixed contractual periods under specific contractual terms and conditions and, having accepted such engagement, cannot now seek regularization or parity with regular employees of the principal employer contrary to settled principles of service jurisprudence. The answering respondents deny that any sanctioned posts against which the petitioners claim right of regularization are available or that the petitioners were appointed through any regular recruitment process undertaken by respondents No. 2 to 6.
9. Learned counsel further submits that the controversy involved in the present matter is no longer res integra and has already been considered by this Court in **W.P.(S) No. 9110 of 2023 (Mukesh Kumar Choudhary and another vs. National Thermal Power**



Corporation Limited and others) decided on 09.02.2026, wherein similar reliefs sought by similarly situated contractual workers were declined. It is argued that the present petition raises an identical issue relating to contractual engagement through outsourcing agencies and claim for regularization against NTPC, and therefore, in view of the aforesaid binding decision, the present petition also deserves dismissal. It is thus submitted that in absence of any direct appointment by respondents No. 2 to 6, in absence of any statutory right to regularization, and in view of the availability of alternative remedy under labour law against the concerned contractor, no writ of mandamus can be issued against the answering respondents, and the petition is liable to be dismissed. Reliance has been placed upon the matters of **Ganesh Digamber Jambhrunkar vs. State of Maharashtra & Others 2023 SCC Online SC 1417, Atul Kumar Rai and Others vs. Utility Powertech Limited and Others 2025 SCC Online All 5752, Ganesh Digamber Jambhrunkar and Others vs. State of Maharashtra and Others 2023 SCC OnLine SC 1417** as also the order passed by this Court in the matter of **Director, National Institute of Technology (NIT) Raipur and another vs. Ramesh Kumar Vijay and another WA No. 415/2025.**

10. Learned counsel appearing for Respondent No. 8 submits, at the outset, that no substantive relief has been claimed by the petitioners against the answering respondent and, therefore, the writ petition, insofar as it concerns Respondent No. 8, is not



maintainable and deserves dismissal on this ground alone. It is contended that Respondent No. 8 is merely a private contractor and has been arrayed as a party without any valid cause of action, though no statutory, constitutional, or public duty is cast upon it so as to attract writ jurisdiction under Article 226 of the Constitution of India. It is further submitted that Respondent No. 8 is a purely private entity and not amenable to writ jurisdiction in the ordinary course, as writ under Article 226 does not ordinarily lie against a private person unless a public law element or statutory obligation is established, which is wholly absent in the present case. Learned counsel submits that a Notice Inviting Tender was issued by NTPC Limited for urgent deployment of paramedical and office staff numbering 37 persons at NTPC Hospital, pursuant to which Respondent No. 8 participated in the tender process and was awarded a service purchase order dated 28.04.2023 for an initial period of two months, which was subsequently extended by one month. During the currency of the said contract, some of the petitioners worked as contractual personnel under the direct contractual arrangement of Respondent No. 8 strictly in accordance with the terms and conditions of the work order, and they were paid wages as per contractual stipulations. It is further contended that upon completion of the contractual tenure, the contract itself came to an end during the year 2023 and, consequently, the engagement of all contractual workers under Respondent No. 8 also stood terminated automatically. As such,



at present no employer–employee relationship exists between the petitioners and Respondent No. 8. Learned counsel submits that Respondent No. 8 acted strictly within the framework of the contract awarded by NTPC and has neither violated any labour law nor committed any illegality causing prejudice to the petitioners. It is argued that the answering respondent had no authority beyond the period of contractual engagement and no continuing obligation survives after expiry of the work order.

11. It is further submitted that the relief sought by the petitioners essentially relates to alleged regularization, parity of wages, continuity of service, and employer–employee status, all of which involve seriously disputed questions of fact requiring adjudication on documentary and oral evidence. Such issues cannot be examined in writ jurisdiction under Article 226 and the proper remedy, if any, lies before the competent labour forum under applicable labour laws by raising an industrial dispute. In support of the contention relating to determination of employer–employee relationship, reliance has been placed upon the judgments of the Supreme Court in **Balwant Rai Saluja v. Air India Ltd. (2014) 9 SCC 407**, and **Bharat Heavy Electricals Ltd. v. Mahendra Prasad Jakhmola 2019 (13) SCC 82**. Reliance is also placed upon the Division Bench judgment of the High Court of Chhattisgarh in **Director, National Institute of Technology v. Ramesh Kumar Vijay (WA No. 415 of 2025)**, wherein it has been held that contractual appointment is always for a specific duration



and, after expiry of such period, no right survives in favour of the contractual employee to continue in service. It is therefore submitted that in absence of any subsisting employer–employee relationship, absence of any relief directly maintainable against Respondent No. 8, and availability of alternative remedy under labour law, the writ petition, insofar as it concerns Respondent No. 8, deserves to be dismissed.

12. I have heard learned counsel for the parties at length, considered their rival submissions, and perused the pleadings and documents placed on record.
13. The principal grievance raised by the petitioners is that though they have been continuously rendering services in different capacities such as Staff Nurse, Pharmacist, Lab Technician, Dialysis Technician and Optometrist at the hospital functioning under NTPC Limited, they have not been granted regular employment, equal wages, or other service benefits equivalent to regular employees. On that basis, directions have been sought for regularization, preferential recruitment, age relaxation, continuation in service, and extension of equal pay.
14. However, from the material available on record, it is evident that the petitioners were never appointed directly by NTPC or by the official respondents. The appointment orders filed by the petitioners themselves show that their engagement was initially made by Respondent No. 7, namely Utility Powertech Limited, for



a specified contractual tenure connected with project requirements, and thereafter through successive outsourcing contractors including Respondent No. 8 and other agencies under separate contractual arrangements. Their salary was admittedly disbursed by such contractors and not by NTPC. Thus, the foundational fact emerging from the record is that the petitioners entered service not through any direct appointment by the principal employer, but through independent contractual agencies engaged for limited periods.

15. The relief sought for regularization cannot therefore be examined dehors the settled constitutional principles governing public employment. The Constitution Bench judgment in *Umadevi (Supra)* clearly lays down that persons engaged on contractual, temporary, casual or ad hoc basis, without undergoing a regular recruitment process against sanctioned posts, do not acquire any enforceable right to seek regularization. Courts cannot direct absorption contrary to the constitutional mandate under Articles 14 and 16. In the present case, no material has been placed to establish that the petitioners were appointed against sanctioned posts through a regular recruitment procedure undertaken by NTPC.

16. Equally, the contention that long continuation by itself creates a right of regularization cannot be accepted. Mere successive contractual engagement under different contractors



does not convert a contractual arrangement into permanent service under the principal employer.

17. In the present case, although the petitioners contend that day-to-day duties were supervised within the hospital premises, the documentary material placed on record prima facie shows that appointment letters, tenure clauses, wage disbursement and contractual obligations all flowed through independent contractors. Such disputed questions of employer–employee relationship require adjudication on oral and documentary evidence, which cannot appropriately be undertaken in writ jurisdiction under Article 226 of the Constitution.
18. The judgments relied upon by learned counsel for the petitioners in *Karri Pothuraju (Supra)* and *Steel Authority of India Ltd.(Supra)* do not advance the petitioners' case in the present factual background, because before lifting the contractual veil and declaring principal employer liability, clear adjudicatory findings are required regarding sham contract, statutory abolition, or complete employer control. No such foundational adjudication exists here.
19. The prayer for equal pay on parity with regular employees also cannot be granted merely on broad assertions that similar duties are being performed. The principle of equal pay for equal work applies only where there is clear identity in mode of recruitment, qualifications, nature of duties, responsibilities, and



service conditions. In absence of complete factual parity and in view of distinct contractual source of appointment, such relief cannot be granted in writ jurisdiction.

20. Another important aspect is that the petitioners' engagement itself was for fixed contractual periods under specific contracts awarded from time to time. Once the tenure expired, no vested right survived for continuation. A contractual employee remains bound by the terms of engagement and cannot claim continuation beyond contract period unless a statutory right is shown.

21. From perusal of the record, it appears that the issue involved in the present petition is squarely covered by the order passed by this Court in **W.P.(S) No. 9110 of 2023 (Mukesh Kumar Choudhary and another vs. National Thermal Power Corporation (NTPC) Limited and others)** decided on 09.02.2026, wherein a similar claim seeking regularization and other consequential benefits was considered and rejected. The relevant paragraphs of the said judgment are quoted hereinbelow:-

"10.It is well settled that contractual employees do not acquire a vested or indefeasible right to continue beyond the terms of contract. The appointment letters specifically provided that the engagement was tenure-based, renewable subject to requirement, and terminable by either party by giving one month's notice or salary in lieu



thereof. Termination in accordance with contractual terms does not, by itself, amount to violation of principles of natural justice. In such cases, issuance of show cause notice or holding of disciplinary enquiry is not mandatory unless the termination is punitive or stigmatic, which is not the case here. The contention that the termination was arbitrary or discriminatory on the ground of non-adherence to the principle of "last come first go" also cannot be accepted. The said principle is applicable in cases of retrenchment governed by statutory service rules or labour laws. The Petitioners were engaged on individual contracts, and disengagement pursuant to contractual terms cannot be tested on the anvil of seniority principles unless specifically provided for in the contract, which is admittedly not so in the present case.

11. So far as the argument that the Deputy Manager (HR) was not competent to issue the termination order is concerned, the record does not disclose any statutory rule or binding regulation prohibiting such delegation of administrative powers within respondent No. 2. In absence of any such prohibition, internal administrative authorization cannot be scrutinized in writ jurisdiction, particularly when the termination itself flows from contractual stipulations. The plea of parity with the interim order passed by the High Court of Orissa in Sushanta Kumar Rath and others is also of no assistance to the petitioners. An interim order passed in another writ petition does not lay down



a binding precedent, nor does it confer an enforceable right of automatic parity, especially when maintainability itself is in question before this Court.

12. Additionally, it is not in dispute that the contractual periods for which the petitioners were last engaged have already expired by efflux of time. In terms of the appointment letters, the contract stood automatically terminated on expiry of the tenure. Even otherwise, therefore, no effective relief of reinstatement can be granted at this stage, rendering the writ petition infructuous.

13. In view of the aforesaid discussion, this Court is of the considered opinion that the writ petition is not maintainable against respondent No.2, no enforceable legal or fundamental right of the petitioners has been violated, the termination is in consonance with the contractual terms.

*14. Consequently, the writ petition deserves to be and is hereby **dismissed**.”*

22. Learned counsel for the petitioners has not been able to point out any distinguishing feature so as to take a view different from the one already taken by this Court in the aforesaid matter.

23. So far as Respondent No. 8 is concerned, admittedly it is a private contractor against whom no substantive enforceable public law relief is maintainable. Equally, insofar as Respondent No. 7 is concerned, it remains a separate legal entity and the petitioners’



contractual grievance, if any, lies within the domain of labour adjudication.

24. In the considered opinion of this Court, the issues sought to be raised by the petitioners—namely employer identity, alleged sham contract, wage parity, continuity of service and labour rights—are matters requiring factual adjudication before the competent labour forum under the applicable labour law framework, where evidence can be led by the parties.

25. This Court therefore finds no enforceable legal right established in favour of the petitioners for issuance of mandamus directing regularization, preferential recruitment, continuation in service, or parity of wages.

26. Accordingly, in view of the settled legal position and the earlier decision of this Court governing the field, the writ petition being devoid of merit deserves dismissal and is hereby dismissed.

27. No order as to costs.

sd/-

(Amitendra Kishore Prasad)
Judge

Vishakha