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

+ **W.P.(C) 299/2025, CM APPL. 1466/2025, CM APPL. 5824/2026 & CM APPL. 20794/2026**

PRAVEEN SINGH

.....Petitioner

Through: Ms. Arundhati Katju, Mr. Praveen Singh and Ms. Ritika Meena, Advocates along with Petitioner-in-person.

versus

GOVERNMENT OF NCT OF DELHI & ANR.Respondents

Through: Mrs. Avnish Ahlawat, SC, GNCTD with Mrs. Tania Ahlawat, Mr. Nitesh Kumar Singh, Ms. Aliza Alam and Mr. Mohnish Sehrawat, Advocates.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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23.04.2026

W.P.(C) 299/2025 and CM APPL. 20794/2026

1. The Petitioner asserts that he is an experienced Interventional Cardiologist with over two decades of professional practice, having served in capacities of Associate Professor and Assistant Professor. The Petitioner was engaged on a contractual basis as Assistant Professor (Cardiology) at Rajiv Gandhi Super Speciality Hospital¹ in 2014, which contract came to be extended from time to time. The contractual engagement, however, expired by efflux of time on 28th February, 2022.

¹ "RGSSH"



2. Notwithstanding the expiry of the contractual term, the Petitioner was issued an order dated 09th March, 2022 terminating his services, followed by a relieving letter dated 10th March, 2022. The Petitioner's challenge against these orders in W.P.(C) 4349/2022 was allowed by judgment dated 16th November, 2023, and the termination order and the relieving order were set aside on the ground that the authority issuing the same was not competent authority. The action of termination was declared a nullity. However, liberty was granted to the Respondents to initiate appropriate action in accordance with law through the competent authority.

3. The Petitioner thereafter initiated contempt proceedings alleging non-compliance with the aforesaid judgment, seeking reinstatement. The contempt petition came to be dismissed by this Court on 3rd October, 2024, *inter alia*, holding that setting aside of the termination order on technical grounds did not *ipso facto* confer any right of reinstatement or renewal of the Petitioner's contractual engagement, particularly when the contract had already expired on 28th February, 2022. The order reads as follows:

"1. The present petition has been filed by the petitioner under Section 11 of the Contempt of Courts Act, 1971 seeking initiation of contempt proceedings against the respondents/contemnors for the alleged wilful disobedience of the directions passed by this Court vide order dated 16.11.2023 in W.P.(C) No. 4349/2022 titled "Dr. Praveen Singh v. Government of NCT of Delhi & Anr."

2. Shorn of unnecessary details, the petitioner, Dr. Praveen Singh, who is a cardiologist and former head of the Cath Laboratory and Cardiology Department at Rajiv Gandhi Super Specialty Hospital (RGSSH), Delhi. On 09.03.2022, the petitioner was served with a termination order through respondent no. 2/Government of NCT of Delhi, subsequently, the petitioner was served with a relieving order dated 10.03.2022 by the Respondent no. 1/Rajiv Gandhi Super Specialty Hospital.

3. Aggrieved thereof, the petitioner preferred a writ seeking the following reliefs:



“(i) Issue a writ of Certiorari or any other appropriate writ/direction/order to quash the (i) Office order having no. F.No.I/22/Admn/Soc/RGSSH/2022/2514-2520 dated 09.03.2022 issued by the Respondent No. 1 and (ii) Office order having No. F.No. I/22/Admn/Soc/RGSSH/2022/1180-184 dated 10.03.2022 issued by Respondent No. 2 whereby the Respondents terminated the service of the Petitioner herein as Assistant Professor (Cardiology) of the Respondent No. 2 Hospital;

(ii) Issue a writ of Mandamus or any other appropriate writ/direction/order directing the Respondent to issue order extending the tenure of the Petitioner for further period;

(iii) Pass any other Order (s) as this Hon'ble Court may deem fit and proper in favour of the Petitioner according to the facts and circumstances of the present case.”

4. A learned Single Judge of this Court decided the aforesaid writ vide order dated 16.11.2023, and it would be relevant to extract the operative portion of the directions, which are as follows:

“44. Accordingly, the impugned order dated 9th March 2022, and 10th March 2022, passed by the respondent no. 1 and respondent no. 2, respectively, is set aside, on the ground that respondent no. 1 is not the competent authority empowered to take such decision. Therefore, the action of respondent no. 1 in terminating the petitioner, hereby, attained nullity.

46. In view of the aforesaid discussion of facts and law, the instant writ petition is allowed”

47. It is pertinent to mention herein that the order of this Court shall not come in way of the competent authority, to take action, required to be taken as per law, if any.”

5. However, it is pertinent to mention that the learned Single Judge during the course of proceedings, vide order dated 05.12.2022 sought reports in a sealed cover regarding the authority and procedural compliance of the termination orders. Taking cognizance of the Governing Council [“GC”] Meeting dated 26.12.2022, the GC of ‘RGSSH’ affirmed that the termination orders were issued without proper authority and were based on forged and misrepresented facts by the then hospital director, who was later suspended on the same issues.

6. As a result, vide order dated 16.11.2023, the Court quashed both the termination and relieving orders dated 09.03.2022 and 10.03.2022, while granting the respondents the liberty to initiate any legal action against the petitioner in accordance with due process and the applicable rules, including the CCS Conduct Rules & CCS (CCA) Rules.

7. In the instant petition, the petitioner asserts that he submitted a letter on 30.11.2023, requesting the respondents to permit him to rejoin his position, which was denied through a communication dated 02.12.2023. Subsequently, the petitioner issued a notice of contempt to the respondents on 03.12.2023, alleging that their refusal constituted a willful disobedience



and disregard of the order of this Court, and it was replied vide letter dated 07.12.2023 but the directions of the Court were not complied.

LEGAL SUBMISSIONS ADVANCED AT THE BAR:

8. Learned counsel for the petitioner contended that the termination order dated 09.03.2022 and relieving letter dated 10.03.2022 were illegal, backdated, and issued without the affirmation by the Competent Authority. These orders were passed while the petitioner was actively attending to his duties in the hospital. Moreover, the respondents, despite this Court's judgment on 16.11.2023, wherein the termination and relieving orders were quashed, refused to comply with the judgment. The respondent no. 1 issued letter dated 02.12.2023 refusing to allow the petitioner to join the work and also instructed the subordinate officers for compliance. The respondents continued to deny the petitioner's reinstatement, citing the same Governing Council decisions that had already been rejected by the court.

9. Learned counsel for the petitioner has also urged that the respondents failed to follow the due process of law, as per in the CCS (CCA) Rules, and instead concocted frivolous grounds to prevent his rejoining. Reliance is placed on decision on *D.K.C. v. K.C. & Ors.*, *Standard Chartered Bank v. Directorate of Enforcement* and *S.S. Rathore v. State of Madhya Pradesh*.

10. **Per contra, the learned counsel for the respondents contended that the petitioner's contract expired on 28.02.2022, nine days before the termination order dated 09.03.2022; and that his contractual service was not extended beyond then said date, and therefore, setting aside the order on technical grounds does not entitle the petitioner to automatic renewal or revival of the contract.** It is submitted that the judgment dated 16.11.2023 had only set aside the termination order on the grounds that it was issued by an incompetent authority. It did not mandate the renewal of the petitioner's contract. The GC was determined to be the Competent Authority for issuing termination orders, and the GC's decision was accepted by the respondents. The petitioner did not challenge the GC's meeting minutes dated 26.12.2022, which required clearances from the Delhi Police and DMC for renewal.

ANALYSIS AND DECISION:

11. I have bestowed my anxious consideration to the submissions advanced by the learned counsels for the rival parties at the Bar and I have also gone through the relevant material on record including the case law cited.

12. At the outset there appears to be no wilful, deliberate or contumacious disobedience of the directions of this Court on the part of the respondents. A careful perusal of the entire judgment in particular the above referred paragraphs (44), (46) and (47) of the judgment dated 16.11.2023 would show that the termination of the service of the petitioner was set aside on technical grounds since it had not been issued by the Competent Authority, who was the Chief Secretary of the Government of



National Capital Territory.

13. *All the same, the Court, while passing the aforesaid order dated 16.11.2023 vide paragraph (42) clearly recognized the authority of the GC to make decision regarding the petitioner's employment based on the fulfilment of the required conditions. There was no direction by the learned Single Judge for automatic renewal of the petitioner's contract and it is borne out from the record that the GC in its meeting dated 26.12.2022 had decided that the petitioner needed clearance from Delhi Police & Delhi Medical Council for renewal and since no such clearances had been received, the petitioner was not considered for re-appointment. It goes without saying that the petitioner has not assailed the decision of the GC on any legal grounds as such.*

14. *Be that as it may, elementary as it may seem, the petitioner had no vested right to seek renewal of his contract dated 6th May, 2014 which had not been renewed apparently in the backdrop of his reported his misconduct by the colleague doctors, nursing staff as well the patients besides gross negligence resulting in death of three patients by the various Committees. It can be safely said that on expiry of the contract period, the decision not to renew the contract was based on rational, tangible and objective grounds. Reference can be had to decision in the case of UOI v. Satish Joshi, wherein it was held that there is no right to renewal of the contract once the contract has expired and there is no obligation on the part of the appointing authority to issue Show Cause Notice.*

15. *Lastly, since the stand taken by the respondents is purely based on a reasonable legal interpretation of the observations made in the impugned judgment dated 16.11.2023 which has accorded to the powers of the GC to take appropriate decision, there is manifestly no intentional or deliberate disobedience of the directions of the Court by the respondents.*

16. *Before parting with this petition, it is suffice to state that the decision in D.K.C. v. K.C. (supra) has no bearing on the matters in issue since it was a case where the contemnor father had removed the child out of the jurisdiction of the Court to deny custody of the child to the mother in defiance of the directions of the Court. The cited case of Standard Chartered Bank v. Directorate of Enforcement (supra) has not relevance since it was a case where proceedings were initiated against the appellant bank for violation of the provisions of FERA9. In so far as reliance on S.S. Rathore v. State of Madhya Pradesh (supra) is concerned, it was a case where the issue of limitation for filing of an appeal from an adverse order passed by the disciplinary authority came up for decision. To sum up, since the contract period had come to an end, there arose no question of applicability of CCS (Conduct Rules), 1964.*

17. *In view of the foregoing discussion, the present contempt petition is dismissed.*

18. *The pending application also stands disposed of."*



4. During the contempt proceedings, the Respondents categorically took the stand that the Petitioner's contractual tenure had not been extended beyond 28th February, 2022 and that the decision not to renew the contract was based on the Governing Council's deliberations, including the requirement of clearances from the Delhi Police and the Delhi Medical Council.²

Present Controversy

5. The present proceedings arise in the backdrop of Advertisement No. 09/2024 dated 21st December, 2024, issued by Respondent No. 2 Society, inviting applications for faculty positions, including Associate Professor and Assistant Professor (Cardiology) at RGSSH. The Petitioner applied for the said posts and was scheduled to appear for interview on 27th December, 2024. However, by an office communication dated 26th December, 2024, he was restrained from appearing in the interview on the ground that his earlier services stood terminated on disciplinary grounds pursuant to the decision of the Governing Council dated 26th December, 2022, and that he had failed to furnish requisite clearances from the DMC and Delhi Police. The impugned communication is extracted as under:

“Sub : Regarding application to appear in interview on 27.12.2024 for the post of Associate Professor and Assistant Professor in the Department of Cardiology at RGSSH against the advertisement no. 09/2024

Sir,

This is with reference to your application for the post of Assistant Professor and Associate Professor in Department of Cardiology, RGSSH advertised through Advertisement No. 09/2024, interview for which is scheduled on 27/12/2024. In this regard, it is to inform that your services from RGSSH were earlier terminated on disciplinary grounds, with the

² “DMC”



approval of Governing Council, RGSSH in the decision taken in the meeting dated 26.12.2022. Vide the said decision, it was also informed that aggrieved with the decision, if you wish to represent to Governing Council, RGSSH, you have to get clearance from Delhi Medical Council and Delhi Police. This decision of the Governing Council, RGSSH has been upheld by the Hon'ble High Court of Delhi in Writ Petition No. WP(C) 4349/2022 and Contempt Petition Cont. Cas (C) 77/2024.

As per decision of the Governing Council of the hospital, the clearance from Delhi Medical Council and Delhi Police have not been submitted till date, and in view of above, you are not allowed to appear in the interview scheduled for 27.12.2024 for the post of Assistant Professor and Associate Professor in Department of Cardiology in RGSSH, advertised vide Advertisement No. 09/2024.

This issue with prior approval of Director RHSSH.”

6. It is not in dispute that the recruitment process pursuant to the aforesaid advertisement has since been concluded, and appointments have already been made. Consequently, the reliefs sought in the main writ petition have, to that extent, been rendered infructuous. The surviving grievance of the Petitioner, as urged in C.M. APPL. 20794/2026, arises in relation to a subsequent advertisement dated 16th March, 2026 for the post of Assistant Professor (Cardiology). The Petitioner apprehends that he may once again be precluded from participating in the selection process on the same grounds as were invoked in the earlier recruitment.

7. Ms. Arundhati Katju, Senior Counsel appearing for the Petitioner, submits that the impugned communication dated 26th December, 2024 proceeds on an erroneous premise that the Petitioner's services were terminated on disciplinary grounds. It is contended that this position is contrary to the findings recorded by this Court in its judgment dated 16th November, 2023, wherein the termination order was set aside and declared a nullity.

8. As regards the clearances contemplated in the impugned



communication, while no objection is raised to the requirement of police verification, being a condition stipulated in the advertisement, the insistence on production of a DMC clearance is assailed as an extraneous and impermissible condition. It is contended that such a requirement is *dehors* the terms and conditions of the advertisement and, therefore, arbitrary and unsustainable in law. In this context, it is submitted that although a complaint against the Petitioner has remained pending consideration before the DMC for the past four years, no final determination has been rendered thereon. The mere pendency of such proceedings, in the absence of any conclusive finding, cannot be permitted to operate to the prejudice of the Petitioner.

9. Mrs. Avnish Ahlawat, Standing Counsel for GNCTD, submits that the case pertains to non-renewal of a contractual engagement and not termination *per se*. It is submitted that the earlier judgment did not confer any right upon the Petitioner to seek reinstatement or automatic continuation in service. It is, however, fairly stated that the Petitioner's candidature in the ongoing recruitment process would be considered in accordance with the applicable rules and conditions, though no assurance can be given as regards the outcome of such consideration.

10. The Court has considered the submissions and perused the material on record. At the outset, it must be noted that the recruitment process pursuant to Advertisement No. 09/2024 has already been concluded. Accordingly, no effective relief can be granted in respect thereof, and the challenge to the communication dated 26th December, 2024 is rendered infructuous. The limited question that survives for consideration is whether, in the context of the ongoing recruitment pursuant to advertisement dated 16th March, 2026,



the Respondents can lawfully preclude the Petitioner from participating in the selection process on the basis of the conditions earlier imposed. In the opinion of this Court, the answer must be in the negative.

11. In this regard, the Court finds merit in the apprehension expressed by the Petitioner. The communication dated 26th December, 2024 clearly proceeds on the footing that the Petitioner's services were terminated on disciplinary grounds. Such a characterization, *prima facie*, appears to be inconsistent with the earlier judgment of this Court, wherein the termination order was set aside as being without authority and rendered a nullity.

12. The impugned notification subjected the Petitioner's participation in the interview to clearances from the Delhi Police and the DMC. As regards the requirement of police verification, the same is traceable to Clause xii of Paragraph 4 (Terms and Conditions) of the advertisement and cannot be faulted. However, insofar as the insistence on DMC clearance is concerned, this Court finds that no such stipulation is contained in the advertisement governing the present recruitment process.

13. The Respondents cannot, in the absence of an express condition in the advertisement, introduce an additional eligibility requirement, particularly one that has the effect of excluding a candidate from consideration. It is further noted that a complaint against the Petitioner is stated to be pending enquiry before the Delhi Medical Council for the past four years. However, it is an admitted position that no final determination or conclusive finding has been rendered in the said proceedings till date. The mere pendency of such proceedings, in the absence of any adjudication, cannot be elevated to a disqualification.

14. In view of the foregoing discussion, it is directed that:



- (i) The Petitioner shall not be precluded from participating in the selection process pursuant to the advertisement dated 16th March, 2026, subject to fulfilment of the conditions expressly stipulated therein;
- (ii) The Respondents shall not insist upon production of DMC clearance as a pre-condition for permitting the Petitioner to participate in the selection process, in the absence of such a requirement in the advertisement;
- (iii) It is, however, clarified that mere participation in the selection process shall not confer any right of appointment upon the Petitioner, and his candidature shall be considered strictly on merits in accordance with applicable rules.

15. It must also be noted that certain submissions were made in the counter-affidavit, touching upon the merits of the allegations which had culminated in the issuance of the termination order dated 09th March, 2022. However, neither party has addressed arguments on these aspects; therefore, the scope of the present petition is confined to the limited controversy noted hereinabove. Accordingly, this Court refrains from expressing any opinion or issuing any directions on the merits of the said allegations. All rights and contentions of the parties to that extent are left open.

16. In view of the foregoing, the petition is disposed of, along with pending applications.

SANJEEV NARULA, J

APRIL 23, 2026/hc