

Date of Decision: **28.03.2026**

.....Petitioner

Through: Mr. Dushyant Tiwari, Advocate.

versus

.....Respondents

Through: Mr. Lalltaksh Joshi, AOR with Ms. Minu Kumari, Advocate for R-2.

CORAM:

HON'BLE MR. JUSTICE PURUSHAINDRA KUMAR KAURAV

JUDGEMENT

PURUSHAINDRA KUMAR KAURAV, J. (ORAL)

This matter has been taken up today, as 02.03.2026 was declared holiday.

1. The petition is for the following reliefs:

“(i) Issue a writ in the nature of Mandamus or an order, or direction to quash and set aside the impugned notice dated 19.11.2024 issued by the Respondent No.2;

(ii) Issue a writ in the nature of Mandamus or an order, or direction to the Respondents to employ the Petitioner in terms of work order dated



*06.11.2024 issued by the Respondent No. 1;
(iii) pending the hearing and final disposal the implementation and effect
of the impugned notice dated 19.11.2024 be stayed;”*

2. The petitioner was engaged as contractual employee by the respondent no.2- CMS Computers Limited vide appointment letter dated 13.12.2021 for a period of two years. After various extensions having been given, the said contract was to expire on 31.12.2024.
3. During the pendency of the contract a notice dated 19.11.2024 (hereinafter ‘impugned notice’) was issued by respondent no.2- CMS Computer Limited. The impugned notice is extracted as under:

“Dear Ranjeeta,

We are writing to inform that our respective authority has specifically requested that your services be discontinued for the duration of their current project. The client has requested that your involvement in their project be paused, and accordingly, we kindly ask you to stop reporting to the office effective immediately 01.11.2024.

Please note that your salary will remain unaffected during this period, and payments will continue to be made until the completion of the client’s project, which is to end by December 31, 2024.

We value your contributions and remain committed to supporting you during this time.

Should you have any questions or need clarification, please do not hesitate to reach out to us.

Thank you for understanding and cooperation.

Support Team

cms-mpr@cms.co.in / contact: 022-41259122”

4. Bare perusal of the impugned notice indicates that the petitioner was directed to stop reporting to the office of respondent no.8 – District Consumer Dispute Redressal Forum with effect from 01.11.2024. The notice further clarified that the petitioner’s salary would remain unaffected during this period, and payments would continue until the completion of the project till 31.12.2024. Accordingly, the petitioner continued to receive full wages



up to 31.12.2024, demonstrating that remuneration obligations under the contract were maintained till 31.12.2024.

5. The grievance of the petitioner pertains to setting aside of the impugned notice dated 19.11.2024 and further directions to employ the petitioner. It be noted that the contract period for which the petitioner was employed earlier had expired on 31.12.2024. As on date, there persists no contractual obligation of respondent no.2- CMS Computer Limited to necessarily employ the petitioner.

6. The Supreme Court in the case of ***Executive Committee of Vaish Degree College Shamli and Ors. vs. Lakshmi Narain and Ors.***¹, observed that a writ of mandamus cannot be issued to enforce purely contractual obligations against a non-statutory body. The remedy, if any, falls in the realm of private law for damages. In view thereof, this Court cannot issue any direction for continuation of the petitioner's engagement beyond the agreed contractual period.

7. The objection raised by respondent no.2 also has substance that the said authority is a private company and even otherwise no mandamus can be issued to the private company unless the same falls within the definition of State.

8. For the aforesaid reasons, the Court is unable to accept to the prayers made in the writ petition. The petitioner, however, shall be at liberty to file civil suit and seek damages.

9. Even assuming without prejudice that the contract was up to 05.02.2025, even that period has also expired. The petitioner, therefore, will have to seek damages, if the petitioner is entitled for the same.



10. With the aforesaid liberty, the petition, along with pending application, stands disposed of.

(PURUSHAINDRA KUMAR KAURAV)
JUDGE

MARCH 28, 2026/aks/ss

¹ AIR 1976 SC 888