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

CNR No. DLHC012533362017

+ **W.P.(C) 4767/2017**

PROF. DR. RASHMI BHARDWAJ

.....Petitioner

Through: Ms. Megha Sharma, Advocate.

versus

**VICE CHANCELLOR, GURU GOBIND SINGH INDRAPRASTHA
UNIVERSITY & ORS**

.....Respondents

Through: Mr. Jasbir Bidhuri, Mr. Aditya Mani
Sharma, Advocates for R-1 & 2.

CORAM:

HON'BLE MR. JUSTICE SANJEEV NARULA

ORDER

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19.08.2026

1. The short controversy is whether the Petitioner's service as an *ad hoc* Lecturer in Mathematics at Acharya Narendra Dev College ["ANDC"] (University of Delhi) from 31st August 1996 to 21st June 1999 counts as qualifying past service for career advancement at Guru Gobind Singh Indraprastha University ["GGSIPU"]. GGSIPU reviewed her claim multiple times and ultimately rejected it by a decision dated 21st November 2016, which is now challenged in this petition.

Factual Background

2. The Petitioner joined ANDC on 31st August, 1996. Her initial appointment was expressly on an *ad hoc* basis, for a period not exceeding four months or until the end of the term, whichever was earlier. Similar appointments followed thereafter. The last such term ended on 30th April,



1999. On 22nd June, 1999, she joined GGSIPU as a regularly selected Lecturer in Mathematics.

3. The events between 30th April and 22nd June, 1999 are central to the controversy. A certificate issued by ANDC on 26th June, 2006 records that the Petitioner worked as an *ad hoc* Lecturer in Mathematics from 31st August, 1996 to 30th April, 1999 “*with usual breaks*” and functioned as Deputy Superintendent of the annual theory examinations from 1st May to 21st June, 1999. A subsequent certificate dated 8th February, 2010, also issued by ANDC, records that she was paid *ex gratia* on account of summer vacation salary for the period from 1st May to 21st June, 1999.

4. DU was asked to clarify, and in its response of 14th March, 2012, confirmed that the Petitioner served as an *ad hoc* Lecturer from 31st August, 1996 to 21st June, 1999, with vacation payments made as *ex gratia*. DU also stated these payments did not break service and were counted under its Merit Promotion Scheme.

5. The Petitioner sought counting of this service for her placement as Lecturer (Senior Scale) and for consequential progression under the Career Advancement Scheme. Her claim was examined on more than one occasion. Ultimately, by communication dated 21st November, 2016, GGSIPU informed her that the Committee constituted for the purpose had concluded that the “*requirements for counting of past service are not fulfilled*”.

Petitioner’s Contentions

6. Ms. Megha Sharma, counsel for the Petitioner, makes the following submissions:

6.1. GGSIPU wrongly assumed that the *ad hoc* nature of prior appointments excluded them from service consideration. GGSIPU’s Statute



31, Clause 11.1.6 allows for *ad hoc* service over one year to count towards career advancement if conditions are met. The Petitioner served continuously at ANDC since 31st August, 1996, in the Lecturer's scale, and these appointments should be viewed as a single academic engagement, not as unrelated terms.

6.2. The *ex gratia* summer vacation salary paid from 1st May to 21st June, 1999, along with DU's clarification that this did not interrupt service for the Merit Promotion Scheme, confirms service continuity. The Petitioner also served as Deputy Superintendent of the annual theory examinations during this period and received remuneration, further supporting ongoing engagement with ANDC.

6.3. The requirement for selection by a duly constituted Selection Committee was met. The Petitioner was appointed from the Department of Mathematics, DU's *ad hoc* panel, with a recommendation documented by the Head of Department *via* the Selection Committee. ANDC's later statement to the Central Information Commission about missing selection records does not prove that no Selection Committee existed.

6.4. The requirement to apply through the proper channel was unwarranted, as the Petitioner's appointment at ANDC ended on 30th April, 1999, and she applied on 4th May, 1999, when she held no position for routing her application.

GGSIPU's Contentions

7. Opposing the petition, Mr. Jasbir Bidhuri, counsel for Respondents No. 1 and 2, submits as follows:

7.1. The petition is liable to be dismissed on delay and laches. The Petitioner's claim was previously rejected and communicated in 2009, but



no timely challenge was made. Despite ongoing representations, the Petitioner only approached the Court in 2017 regarding a placement from 2000, after accepting career advancements. Changing these dates now could impact the seniority of other faculty members not involved in this petition.

7.2. The Petitioner does not meet multiple cumulative conditions for counting past service. Each ANDC appointment was *ad hoc* for no more than four months, with new appointments issued rather than continuous employment. Thus, the time from 31st August, 1996 to 21st June, 1999 cannot be considered as uninterrupted *ad hoc* service. Additionally, her application to GGSIPU acknowledged her tenure at ANDC ended on 30th April, 1999, and since she joined GGSIPU on 22nd June, 1999, a break in service occurred.

7.3. The payment to the Petitioner between 1st May and 21st June, 1999 does not show she remained a Lecturer after her appointment ended on 30th April, 1999. She performed duties as Deputy Superintendent of the annual theory examinations during this time. DU's communication about vacation salary does not define her appointment status, which must be confirmed by ANDC records. The 26th June, 2006 certificate from ANDC also notes her *ad hoc* service included "*usual breaks*".

7.4. The Petitioner failed to apply through the proper channel, as her application to GGSIPU was not routed *via* ANDC per Clause 11.1.3 of GGSIPU's Statute 31.

7.5. The appointment did not follow the requirement for a duly constituted Selection Committee. According to ANDC's letter dated 3rd February, 2012, no such Committee existed; instead, the Petitioner was appointed from the Department of Mathematics, DU's *ad hoc* panel.



Analysis

Statutory Framework Governing Counting of Past Service

8. Clause 11 of GGSIPU's Statute 31, on which both sides have placed substantial reliance, provides for counting past service for placement in Senior Scale/Selection Grade and reads as follows:

"11. COUNTING OF PAST SERVICE

11.1 Previous service, if any, without any break as a lecturer or equivalent in a university, college, national laboratory, or other scientific organizations, e.g. CSIR, ICAR, DRDO, UGC, ICSSR, ICHR and as a UGC research scientist, shall be counted for placement of lecturer in senior scale/selection grade provided that

11.1.1 the post had an equivalent grade/scale of pay as that of a lecturer in the University.

11.1.2 the qualifications for the post were not lower than the qualifications prescribed by the University for the post of lecturer.

11.1.3 the teachers applied to the University for appointment through proper channel.

11.1.4 the concerned lecturer possesses the minimum qualifications prescribed by the University for appointment as lecturer.

11.1.5 the post at which he is currently working in the University was filled in accordance with the prescribed selection procedure as laid down by the University.

11.1.6 the appointment was not ad-hoc or against a leave vacancy of less than one year's duration. Ad-hoc service of more than one year's duration can be counted provided that

(a) the incumbent was appointed on the recommendation of a duly constituted selection committee; and

(b) the incumbent was selected to the permanent post in continuation to the ad-hoc service without any break.

11.2 Provisions of clause 11.1 above will also be applicable mutatis mutandis while considering eligibility for promotion to the posts of reader (promotion) and professor (promotion)."

[Emphasis Supplied]

9. Clause 11 allows prior service as a Lecturer or equivalent to be counted toward placement in the Senior Scale/Selection Grade, provided



certain conditions are met. Clause 11.1.6 covers *ad hoc* service over one year, requiring appointment by a Selection Committee and selection to a permanent post without interruption. All other Clause 11.1 requirements, including applying through proper channels, also apply.

10. The significance of this scheme is that the description of an appointment as “*ad hoc*” is not, by itself, determinative. The provision itself recognises *ad hoc* service as capable of being counted where the conditions prescribed therein are satisfied.

Whether the Petitioner’s Service Constituted Qualifying Continuous Service

11. GGSIPU notes that the Petitioners’ appointment orders never exceeded four months or an academic term, but this alone is not decisive. Clause 11.1.6 refers to “*ad hoc service of more than one year’s duration*”, without requiring a single uninterrupted appointment. When *ad hoc* appointments are made consecutively each term, the key issue is whether these amount to qualifying service over the required period, and if there were breaks as defined by the rule.

12. According to a 31st August, 2010 GGSIPU committee review, *ad hoc* service periods with intermittent paid vacations are not considered breaks in service under Clause 4 of DU’s Ordinance XII. Thus, issuing separate appointment orders alone does not break continuity of service.

13. GGSIPU claims there was a service break between 1st May and 21st June, 1999. Some documents, like the Petitioner’s application from 4th May, 1999 and an ANDC certificate from 26th June, 2006, show her *ad hoc* appointment ended on 30th April, 1999, with “*usual breaks*” noted. She also served as Deputy Superintendent of the annual theory examinations from 1st May to 21st June, 1999. However, these records only confirm the teaching



term ended on 30th April and do not prove the summer vacation was a break in service.

14. The vacation period was clarified when ANDC certified the Petitioner received *ex gratia* summer salary from 1st May to 21st June, 1999. DU's response on 14th March, 2012 confirmed she served as an *ad hoc* Lecturer from 31st August, 1996 to 21st June, 1999, including the paid vacation, and that such payment did not constitute a break in service but was countable under the Merit Promotion Scheme. Therefore, the vacation period was considered part of her service.

15. GGSIPU refers to Clause 4 of DU's Ordinance XII, asserting that vacation counts as continuous service only if the teacher is reappointed and present on reopening day. Since the Petitioner did not return after summer break, GGSIPU argues she cannot benefit from this clause. However, DU addressed this specific case, counting service up to 21st June 1999 as part of her *ad hoc* service for the Merit Promotion Scheme. The Petitioner does not claim service beyond 21st June, having joined GGSIPU on 22nd June. Given these facts, considering 1st May to 21st June as a service gap is unwarranted.

Whether the Selection Committee Requirement Was Satisfied

16. The objection regarding the Selection Committee merits closer review. On 3rd February 2012, ANDC informed GGSIPU that "*there was no duly constituted Selection Committee*" and that the Petitioner's *ad hoc* appointment had been made from an *ad hoc* panel formed by the Department of Mathematics, DU. If this were the end of the matter, the objection would be valid.

17. However, the matter did not end there. The Petitioner has furnished a letter dated 10th January, 2001 requesting the Head of the Department of



Mathematics, DU to certify that her name had been recommended by the duly constituted committee for *ad hoc* appointments. The handwritten endorsement made by the Head on the letter records:

“Her name was recommended through the selection committee for ad hoc appointments in the colleges.”

18. There is an additional issue with ANDC’s categorical claim in 2012: when the Petitioner requested the panel, committee constitution, and minutes under the Right to Information Act, ANDC responded *via* affidavit that the information was “*not available with the College*”. On 24th December, 2013, the Central Information Commission noted that ANDC could not clarify its earlier reference to the DU *ad hoc* panel and ordered a renewed search for the records.

19. Clause 11.1.6 does not stipulate that the Selection Committee must issue the appointment letter, nor that a new committee be constituted by each college. It only requires that the appointment follows the recommendation of a duly formed Selection Committee. Given the facts, this requirement should not be held against the Petitioner.

Whether Requirement of Applying Through Proper Channel Was Satisfied

20. The only remaining issue is the requirement to apply through the proper channel. Rules on counting past service should be interpreted consistently.

21. The Petitioner applied to GGSIPU on 4th May 1999, stating her engagement with ANDC ended on 30th April 1999 and that she had no current employment. If this is accurate, there was no employment on 4th May, 1999 to route the application through. Thus, requiring compliance with the proper-channel rule contradicts GGSIPU’s own facts.



Delay and Laches

22. The objection regarding delay merits consideration. Repeated representations, by themselves, do not revive a stale service claim or furnish a fresh cause of action, as recognised in ***C. Jacob v. Director of Geology and Mining & Anr.***¹ and ***Union of India & Ors. v. M.K. Sarkar***².

23. However, the present case does not warrant outright rejection of the writ petition. After the 2009 decision, further material emerged, including the ANDC certificate dated 8th February, 2010 regarding *ex gratia* summer vacation salary and the clarification issued by DU on 14th March, 2012. GGSIPU also continued to constitute committees and consider the claim until 2016, culminating in the decision dated 21st November, 2016.

24. The passage of time must nevertheless be taken into account while moulding the relief. As held in ***Union of India & Ors. v. Tarsem Singh***³, claims relating to seniority or promotion are more susceptible to delay and laches where the rights of others may be affected, while consequential monetary relief for a past period may ordinarily be restricted to three years preceding the filing of the writ petition.

Conclusion and Relief

25. Promotional benefits should not be granted automatically as requested. Qualifying service length is determined by counting past service. Placement under the Career Advancement Scheme also requires meeting additional conditions such as assessments, prescribed courses, and performance criteria. GGSIPU must reassess after crediting previously excluded service.

¹ (2008) 10 SCC 115.

² (2010) 2 SCC 59.



26. The writ petition is, accordingly, allowed in the following terms:

- (i) The order dated 21st November, 2016 is set aside.
- (ii) The Petitioner's service as Lecturer at ANDC from 31st August, 1996 to 21st June, 1999 will count as qualifying past service under the Career Advancement Scheme.
- (iii) GGSIPU must recalculate the Petitioner's eligibility for placement as Lecturer (Senior Scale) and all subsequent stages under the applicable Career Advancement Scheme, giving credit for this prior service. Notional placements will be granted from the dates when she met the requirements for each stage.
- (iv) If an assessment or selection is needed for a particular stage, GGSIPU shall conduct it based on the relevant service record for that period.
- (v) The exercise shall not disturb the *inter se* seniority or any settled rights of third parties.
- (vi) Monetary arrears, if found payable upon consequential re-fixation of pay, shall be confined to the period of three years preceding the filing of this writ petition. In view of the delay with which the claim has reached the Court, no interest shall be payable on such arrears.
- (vii) The aforesaid exercise shall be completed within twelve weeks from today.

27. The present writ petition, along with any pending application(s), is disposed of in the above terms.

SANJEEV NARULA, J

AUGUST 19, 2026/ab

³ (2008) 8 SCC 648.