

**IN THE HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT SRINAGAR**

Pronounced on:21.04.2026

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*Whether the operative part or
full order is pronounced:*

Full

WP(C) No.2769/2025

DR. SAJAD AHMAD BHAT

...PETITIONERS/APPELLANT(S)

Through: - Mr. Taha Khalil, Advocate.

Vs.

UT OF J&K & OTHERS

...RESPONDENT(S)

Through: - Mr. Faheem Nissar Shah, GA.

CORAM: HON'BLE MR. JUSTICE SANJAY DHAR, JUDGE

ORDER(ORAL)

1) The petitioner through the medium of present petition has challenged Order No.630-GMCA of 2025 dated 30.10.2025, whereby his provisional engagement as Senior Resident has been cancelled. The petitioner has also sought a direction upon the respondents, in particular respondent No.5, to reinstate him along with all monetary and consequential service benefits. A further direction commanding respondent No.8 to disburse and release the legitimately earned wages/salary of the petitioner, has also been sought.

2) As per case of the petitioner, pursuant to Advertisement Notice No.05-GMC (R&I) of 2024 dated 27.06.2024 and his

participation in the selection process, the petitioner got selected and consequently engaged as Senior Resident in the Department of General Medicine, GMC, Anantnag, on academic arrangement basis under S.O. 364 of 2020 dated 27.11.2020 for a period of one year extendable upto maximum of three years. The tenure of the petitioner was to expire on 14.08.2025. However, the petitioner continued to discharge his duties as Senior Resident beyond 14.08.2025. Ultimately, on 30.10.2025, the impugned order came to be issued by respondent No.5 whereby his engagement as Senior Resident has been cancelled *ab initio*, on the ground of adverse security report from Criminal Investigation Department (CID). It has been submitted that the salary due to the petitioner from 02.09.2024 to 30.10.2025, during which period he actually worked with the respondents, has not been paid to him

3) The petitioner has challenged the impugned action of the respondents on the grounds that as per Rule 4(2) of S.O. 364 of 2020 dated 27.11.2020, services of an appointee are terminable before the expiry of tenure with one month's notice from either side or on payment of one month's salary in leu of notice by the appointing authority but in the instant case, the said Rule has not been adhered to by the respondents. It has been submitted that because the

petitioner was allowed to function beyond the expiry of his tenure until the passing of the impugned order, as such, it is deemed that his tenure was extended. Therefore, without adhering to Rule 4(2) of S.O.364 of 2020, his services could not have been terminated. It has been further contended that the respondents have flouted the principles of natural justice, inasmuch as prior to cancelling his engagement, no opportunity of hearing has been given to the petitioner. It has been further contended that termination of the petitioner on the grounds of security clearance is stigmatic in nature, as such, without holding an enquiry in respect of alleged adverse security report, engagement of the petitioner could not have been terminated. It has been further contended that the action of the respondents is arbitrary in nature. It has been contended that withholding of legitimately earned salary of the petitioner amounts to violation of his fundamental rights guaranteed under Articles 21 and 23 of the Constitution of India.

4) The respondents have filed their reply to the writ petition, in which it has been submitted that the petitioner's engagement and release of salary was subject to the report of character and antecedents from CID regarding which the petitioner had sworn an affidavit and furnished the same to the respondents. It has been submitted that pursuant to the

report regarding character and antecedents received from the CID, the petitioner was relieved from his services. It has been contended that the petitioner cannot challenge his disengagement which has been made in accordance with the terms of his appointment which he has voluntarily accepted. It has been contended that engagement of the petitioner was conditional upon the report of his character and antecedents and once adverse report regarding his character and antecedents was received, his engagement had to be terminated.

5) Heard and considered.

6) The admitted facts which emanate from the pleadings of the parties are that the petitioner was engaged as Senior Resident on academic arrangement basis under S.O.364 of 2020 in Government Medical College, Anantnag, for a period of one year. While the petitioner claims that his engagement is deemed to have been extended beyond the period of one year, the respondents have denied the same. In fact, there is nothing on record to show that the period of engagement of the petitioner was extended beyond the first year. It is also not in dispute that the petitioner has not been paid wages/salary for the period he has discharged his duties with the respondents. The stand of the respondents is that the

engagement of the petitioner and release of salary in his favour was contingent upon the verification of his character and antecedents.

7) If we have a look at the conditions attached to the engagement of the petitioner, as per clause (e), the said engagement is strictly provisional in nature till the receipt of verification of documents/testimonials and CID verification. It further provides that in case adverse report is received from CID, J&K, the candidate shall not claim for engagement which shall be deemed to have been cancelled *ab initio*. The conditions attached to the engagement of the petitioner further contain a note to the effect that the said engagement is strictly provisional till the receipt of verification of documents/testimonials and CID verification. The respondents have placed on record copy of the affidavit sworn by the petitioner at the time of his joining. In the said affidavit, the petitioner has declared on oath that his engagement is strictly provisional till the receipt of verification of documents/testimonials and CID verification. He has further declared that in case adverse report is received from CID J&K, he shall not claim for his engagement which shall be deemed to have been cancelled *ab initio*.

8) In the face of aforesaid conditions attached to the provisional engagement of the petitioner, which he has

accepted at the time of his joining by furnishing an affidavit before the respondents, it becomes clear that engagement of the petitioner was provisional in nature and it was contingent upon, *inter alia*, report relating to his character and antecedents. It is clearly provided in the conditions attached to the engagement order that in case there is an adverse report from the security agencies, the engagement shall stand cancelled *ab initio*. Once these conditions have been accepted by the petitioner with open eyes and he has joined the service pursuant to the engagement order containing these conditions he cannot turn around and claim that the order of his disengagement is violative of principles of natural justice or that he is entitled to a regular enquiry before his disengagement. The engagement of the petitioner was purely contractual in nature governed by the terms and conditions of the letter of engagement. Therefore, it was open to the respondents to terminate the engagement in accordance with the conditions attached to the engagement order. The contention of the petitioner is, therefore, without any substance.

9) Learned counsel for the petitioner, while placing reliance upon the judgment of this Court in **“Dr. Shazia Salam vs. UT of J&K and Ors.”** (WP(C) No.494/2023 decided on 01.08.2025), has contended that in similar circumstances,

this Court had held that even a contractual employee is entitled to an opportunity of defending the accusations and allegations made against him in a full-fledged enquiry if the order of disengagement is stigmatic and punitive in nature.

10) I am afraid the ratio laid down in **Dr. Shazia Salam's** case (supra) cannot be made applicable to the facts of the present case, inasmuch as in the said case, the employer had granted approval to the extension of petitioner's term of engagement from time to time and she had worked with the respondents for several years before her services were disengaged on the basis of adverse CID report. It is in those circumstances that this Court held that the petitioner therein was entitled to a regular enquiry before being subjected to disengagement as the order of her disengagement was punitive and stigmatic in nature. Even in that case the Court did not grant the relief of reinstatement in service to the petitioner therein having regard to the fact that engagement was contractual in nature. In the present case, the engagement of the petitioner has not been extended by the respondents beyond the initial period of one year and the impugned order of disengagement has been issued strictly as per the terms and conditions of his engagement order.

11) However, so far as the claim of the petitioner with regard to release of salary/wages for the period he has worked with the respondents, is concerned, the same cannot be denied to him. Even if in terms of the conditions attached to the engagement order a candidate is not entitled to claim wages if his services are terminated on account of adverse report relating to his character and antecedents, yet denying wages/salary to a person who has worked for a particular period, would be violative of Article 23 of the Constitution of India. The condition in the engagement order, which disentitles an appointee to wages/salary for the period for which he has worked, is in teeth of Article 23 of the Constitution and, as such, cannot be enforced even if the appointee has filed an undertaking to abide by the said condition. In this view of the matter, the respondents cannot deny wages/salary to the petitioner for the period for which he has actually worked with them.

12) In view of the foregoing discussion, the petition is partly allowed and while declining to quash the impugned disengagement order dated 30.10.2025, the respondents are directed to release the legitimately earned wages/salary in favour of the petitioner for the period he has worked with the respondents most expeditiously, preferably within a period of two months from the date a copy of this order is served upon

them. In default, the petitioner shall be entitled to interest @6% per annum on the outstanding wages/salary from the date of filing of this petition till the amount is realised.

(Sanjay Dhar)

Judge

SRINAGAR

21.04.2026

“Bhat Altaf-Szegy”

Whether the Order is speaking:	YES
Whether the Order is reportable:	YES/NO

