

Reserved on : 15.12.2025

Pronounced on : 04.02.2026

IN THE HIGH COURT OF KARNATAKA DHARWAD BENCH

DATED THIS THE 04TH DAY OF FEBRUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE M. NAGAPRASANNA

WRIT PETITION No.103388 OF 2025 (S-REG)

BETWEEN:

SRI VEERABHADRAYYA
SHIVAPUTARAYYA KULKARNI
AGED ABOUT 59 YEARS
OCC: JUNIOR ENGINEER
TOWN PANCHAYATH, MUNDGOD
(PRESENTLY ON DEPUTATION TO
CITY MUNICIPAL COUNCIL, DANDELI)
R/O BASAVESHWAR NAGAR, DANDELI
DISTRICT: UTTAR KANNADA - 581 349.

... PETITIONER

(BY SRI SUNIL S.DESAI, ADVOCATE)

AND:

1 . THE STATE OF KARNATAKA
BY ITS SECRETARY
DEPARTMENT OF URBAN DEVELOPMENT
VIKAS SOUDHA, BENGALURU - 560 001.

- 2 . THE DIRECTOR
DIRECTORATE OF MUNICIPAL
ADMINISTRATION, 9TH FLOOR
DR.B.R.AMBEDKAR VEEDHI
SIR M.VISHWESHWARAIHA TOWER
BENGALURU – 560 001.
- 3 . THE DEPUTY COMMISSIONER
UTTAR KANNADA – 581 349.
- 4 . THE CHIEF OFFICER
TOWN PANCHAYAT, MUNDAGOD
DISTRICT: UTTAR KANNADA – 581 349.

... RESPONDENTS

(BY SMT. GIRIJA S.HIREMATH, HCGP FOR R1 TO R3;
R4 IS SERVED)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO ISSUE A WRIT OF MANDAMUS DIRECTING THE 2ND RESPONDENT TO REGULARIZE THE SERVICE OF THE PETITIONER IN THE OFFICE OF 4TH RESPONDENT FROM THE DATE HE COMPLETES 10 YEARS OF SERVICE AND EXTEND ALL MONETARY BENEFITS FLOWING THERE FROM AS PER ANNEXURE A DATED 22.10.1999 IN THE INTEREST OF JUSTICE AND EQUITY AND ETC.,

THIS WRIT PETITION HAVING BEEN HEARD AND RESERVED FOR ORDERS ON 15.12.2025 COMING ON FOR PRONOUNCEMENT THIS DAY, THE COURT MADE THE FOLLOWING:-

CORAM: **THE HON'BLE MR JUSTICE M.NAGAPRASANNA**

CAV ORDER

The petitioner is before this Court seeking the following prayer:

1. "Issue a writ of mandamus directing the 2nd respondent to regularize the service of the petitioner in the office of the 4th respondent from the date he completes 10 years of service and extend all monetary benefits flowing therefrom as per Annexure-A dated 22-10-1999 in the interest of justice and equity;
2. Issue a direction to the 2nd and 3rd respondents to extend all other benefits attached to the post held by the petitioner including fixation of pay, extending the benefit immediately after completion of 10 years of service and to extend all other financial benefits attached to the post with arrears and interest thereon.
3. Pass such other order/orders as this Hon'ble Court deems fit, in the facts and circumstances of the case, including an order as to costs, in the interest of justice and equity."

2. Heard Sri Sunil S. Desai, learned counsel appearing for the petitioner and Smt. Girija S. Hiremath, learned High Court Government Pleader appearing for respondents 1 to 3.

3. Facts, in brief, germane are as follows:-

3.1. The petitioner is said to have been appointed as a Junior Engineer in the 4th respondent/Town Panchayat, Mundgod. His claim is that he was appointed against a sanctioned vacant post but on daily wages and he had requisite qualification to hold the post of Junior Engineer as on the date he was appointed on daily wages. The petitioner is now said to have completed 25 years of continuous service and as on date he is in the verge of retirement. In the year 1999, the petitioner is said to have been extended the benefit of equal pay for equal work like all other regular employees and claims to have become entitled to consideration for regularization of his service.

3.2. Pursuant to the judgment of the Apex Court in the case of **STATE OF KARNATAKA v. UMADEVI – [(2006) 4 SCC 1]**, the State notified a circular directing steps to be taken for regularization of services of the employees who had worked for more than 10 years as on the said date. Since the petitioner had not completed 10 years of service, his case was not considered for

regularization and continued to work in the Department of Rural Development and Panchayat Raj on daily wages. Several representations are said to have been submitted by the petitioner which had gone unheeded and the latest of the representations so submitted are appended to the petition. The claim of the petitioner is for regularization of his service.

4. The learned counsel appearing for the petitioner would vehemently contend that the petitioner, as on today, has completed 25 years of service against a sanctioned vacant post and completely qualified to hold the post, but continues on daily wages. Insofar as pay is concerned, the petitioner is getting the pay that every person in the cadre would get and, therefore, submits that he is entitled for regularization of his service.

5. Per contra, the learned High Court Government Pleader would vehemently refute the submission in contending that the claim of this petitioner cannot be considered, as the Apex Court in the case of **UMADEVI** had clearly held that persons who had not completed 10 years of service as on the date of rendering of the

judgment, which was on 10th April, 2006, regularization cannot be considered. The petitioner was not appointed against a sanctioned vacant post, but would accept the fact that he was qualified to hold the post.

6. I have given my anxious consideration to the submissions made by the respective learned counsel and have perused the material on record. In the light of the submissions of the learned counsel, the only issue that calls for consideration is, **whether the petitioner would be entitled for a direction to the respondents for regularization of his service?**

7. The afore-narrated facts are a matter of record. The petitioner is said to have been appointed on 21-11-1997. Immediately after the appointment along with several others, the petitioner was also granted equal pay for equal work by a communication dated 22-10-1999. The petitioner's name finds place at Sl.No.14. Thus, the petitioner continuously worked from 21-11-1997 and continued to work as on the date of judgment of the Apex Court in the case of **UMADEVI** *supra*. Pursuant to the

judgment of the Apex Court in the case of **UMADEVI**, a communication comes to be issued by the State to all the departments that persons who have completed 10 years of service must be considered for regularization. The communication reads as follows:

“ಸಂ.ಪೌನಿ/ಸಿಬ್ಬಂದಿ/ದಿನಗೂಲಿ/ಸಿಆರ್- 4/2006-07.

ಪೌರಾಡಳಿತ ನಿರ್ದೇಶನಾಲಯ,
ಬೆಂಗಳೂರು ದಿನಾಂಕ: 25.11.2006.

ಇವರಿಗೆ:

ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು,

..... ಜಿಲ್ಲೆ.

ಮಾನ್ಯರೇ,

ವಿಷಯ: ಘನ ಸರ್ವೋಚ್ಚ ನ್ಯಾಯಾಲಯದ ತೀರ್ಪಿನನ್ವಯ ದಿನಗೂಲಿ ನೌಕರರ ಸೇವೆಯನ್ನು ಸಕ್ರಮಗೊಳಿಸುವ ಕುರಿತು.

ಉಲ್ಲೇಖ: 1. ಘನ ಸರ್ವೋಚ್ಚ ನ್ಯಾಯಾಲಯದ ಸಿವಿಲ್ ಅಪೀಲು ಸಂ.3595/3612/99ರಲ್ಲಿ ದಿನಾಂಕ.10.4.2006 ರಂದು ನೀಡಿರುವ ತೀರ್ಪು.

2. ಸರ್ಕಾರದ ಸುತ್ತೋಲೆ ಸಂ.ಸಿಆಸುಇ 25 ಸೇಸ್ವಲ- 2003 ದಿನಾಂಕ: 25.5.2006 ಮತ್ತು 6.7.2006.

3. ಸರ್ಕಾರದ ಅಧಿಕೃತ ಜ್ಞಾಪನ ಸಂ.ನಅಇ 95 ಬಿಎಂಎಸ್ 95(P-11) ದಿನಾಂಕ:15.11.2006.

4. ಸರ್ಕಾರದ ಸುತ್ತೋಲೆ ಸಂ.ಸಿಆಸುಇ 25 ಸೇಸ್ವಲ 2003 (ಭಾ) ದಿನಾಂಕ.13.11.2006.

= = =

ಭಾರತದ ಘನ ಸರ್ವೋಚ್ಚ ನ್ಯಾಯಾಲಯವು ಉಲ್ಲೇಖ (1)ರಲ್ಲಿ ನಮೂದಿಸಿರುವ ಪ್ರಕರಣದಲ್ಲಿ ನೀಡಿರುವ ಮಹತ್ವದ ತೀರ್ಪಿನ ಪ್ರಕಾರ ರಾಜ್ಯದ ನಗರ ಸ್ಥಳೀಯ ಸಂಸ್ಥೆಗಳಲ್ಲಿ ದಿನಾಂಕ-1.1.1986 ಮತ್ತು ಆ ತರುವಾಯ ವಿವಿಧ ದರ್ಜೆಗಳಲ್ಲಿ ಕಾರ್ಯ ನಿರ್ವಹಿಸುತ್ತಿರುವ ದಿನಗೂಲಿ ನೌಕರರ: ಸೇವೆ ಸಕ್ರಮಗೊಳಿಸುವ

ಬಗ್ಗೆ ಉಲ್ಲೇಖ (2) ಮತ್ತು (3)ರಲ್ಲಿ ನಮೂದಿಸಿರುವ ಸುತ್ತೋಲೆಗಳನ್ನು ಉಲ್ಲೇಖಿಸಿ ಈ ಕೆಳಕಂಡ ನಾಲ್ಕು ಷರತ್ತುಗಳನ್ನು ಪೂರೈಸಿದ ದಿನಗೂಲಿ ನೌಕರರನ್ನು ಸಕ್ರಮಗೊಳಿಸಲು ಪರಿಗಣಿಸಬಹುದೆಂದು ಸ್ಪಷ್ಟೀಕರಿಸಿದೆ.

- 1) ಅಂತಹ ನೌಕರರನ್ನು ಮೂಲತಃ ಮಂಜೂರಾದ ಖಾಲಿ ಹುದ್ದೆಯಲ್ಲಿ ನೇಮಕ ಮಾಡಿರಬೇಕು,
- 2) ಹೀಗೆ ಅವರನ್ನು ನೇಮಕ ಮಾಡುವಾಗ ಅವರು ಸಂಬಂಧಿತ ಹುದ್ದೆಗೆ ನಿಗದಿಪಡಿಸಿರುವ ವಿದ್ಯಾರ್ಹತೆಯನ್ನು ಹೊಂದಿರಬೇಕು.,
- 3) ಹೀಗೆ ನೇಮಕಗೊಂಡಂತಹ ನೌಕರರು 10 ವರ್ಷಗಳಿಗೂ ಹೆಚ್ಚಿನ ಅವಧಿಗೆ ಸತತವಾಗಿ ಅದೇ ಹುದ್ದೆಯಲ್ಲಿ ಕಾರ್ಯ ನಿರ್ವಹಿಸಿರಬೇಕು.
- 4) ನ್ಯಾಯಾಲಯಗಳ ಅಥವಾ ನ್ಯಾಯ ಮಂಡಳಿಗಳ ಆದೇಶಕೊಳ್ಳಪಟ್ಟು 10 ವರ್ಷಗಳಿಗೂ ಹೆಚ್ಚಿನ ಅವಧಿಗೆ ಅವರನ್ನು ಮುಂದುವರೆಸಿರಬಾರದು- ಅಂದರೆ ನೌಕರರು'

10 ವರ್ಷಗಳು ಅಥವಾ ಅದಕ್ಕೂ ಹೆಚ್ಚಿನ ಅವಧಿಗೆ ಮುಂದುವರಿದಿರುವುದು ನ್ಯಾಯಾಲಯಗಳು ಅಥವಾ ನ್ಯಾಯಾಧೀಶರಣಗಳ ಆದೇಶದಿಂದ ಆಗಿರಬಾರದು ("---employees have continued to work for ten years or more but without the intervention of orders of courts or tribunals") ಎಂಬುದಾಗಿದ್ದು ನ್ಯಾಯಾಲಯದ ಆದೇಶಗಳಿಂದ ಮುಂದುವರಿದಿರುವವರು ಸುಪ್ರೀಂಕೋರ್ಟ್ ನಿಗದಿಪಡಿಸಿದ ಈ ಷರತ್ತನ್ನು ಪೂರೈಸಿದಂತಾಗಿರುವುದಿಲ್ಲವಾದ್ದರಿಂದ ಇವರುಗಳ ಸಕ್ರಮಾತಿಗೆ ಅರ್ಹರಾಗುವುದಿಲ್ಲವೆಂದು ಉಲ್ಲೇಖ (1)ರ ಸುತ್ತೋಲೆಯಲ್ಲಿ ತಿಳಿಸಿ ಮೇಲ್ಕಂಡ ಅಂಶದ ಹಿನ್ನೆಲೆಯಲ್ಲಿ ದಿನಾಂಕ 10.4.2006ರ ನಂತರ ದಿನಗೂಲಿ ನೌಕರರನ್ನು ಸಕ್ರಮಗೊಳಿಸಿದಲ್ಲಿ ಅಂತಹ ಪ್ರಕರಣಗಳನ್ನು ಪುನರ್ ಪರಿಶೀಲಿಸಿ ಇಂತಹ ಪ್ರಕರಣಗಳು ಸುಪ್ರೀಂಕೋರ್ಟ್ ತೀರ್ಪಿನ ಅನುಗುಣವಾಗಿಲ್ಲದಿದ್ದಲ್ಲಿ ಅವುಗಳನ್ನು ಹಿಂಪಡೆಯಲು ಕ್ರಮ ಕೈಗೊಳ್ಳುವಂತೆ ಕೂಡ ತಿಳಿಸಿದೆ. ಗ್ರೂಪ್ 'ಡಿ' ದರ್ಜೆ ನೌಕರರನ್ನು ಸಕ್ರಮಗೊಳಿಸುವ ಕುರಿತು ಜಿಲ್ಲಾ ಮಟ್ಟದ ಸಮಿತಿ ಮತ್ತು ಗ್ರೂಪ್ 'ಸಿ' ದರ್ಜೆ ನೌಕರರ ಸೇವೆ ಸಕ್ರಮದ ಕುರಿತು ರಾಜ್ಯ ಮಟ್ಟದ ಸಮಿತಿ ಮತ್ತು ತಾಂತ್ರಿಕ ವರ್ಗದ ಎಲ್ಲಾ ಸಿಬ್ಬಂದಿಯ ಸೇವೆ ಸಕ್ರಮದ ಕುರಿತು ರಾಜ್ಯ ಮಟ್ಟದ ಸಮಿತಿ (ತಾಂತ್ರಿಕ) ಗಳನ್ನು ರಚಿಸಿ ಸದರಿ ಪರಿಶೀಲನಾ ಸಮಿತಿಗಳು ನಿರ್ವಹಿಸಬೇಕಾದ ಕಾರ್ಯವಿಧಾನವನ್ನೊಳಗೊಂಡಂತೆ ತೆಗೆದುಕೊಳ್ಳಬಹುದಾದ ಕಾರ್ಯಕ್ರಮಗಳ ವೇಳಾಪಟ್ಟಿಯನ್ನು ನಿಗದಿಪಡಿಸಿ ಪರಿಶೀಲನಾ ಸಮಿತಿ ಸಭೆಯ ನಡವಳಿಕೆಗಳ ಪ್ರಕಾರ ಸೇವಾ ಸಕ್ರಮಾತಿಗೆ ಕಾನೂನು ರೀತ್ಯಾ ಅರ್ಹವಾದ ಅಂತಿಮ ಪಟ್ಟಿಯನ್ವಯ ಕಾನೂನು ರೀತ್ಯಾ ಪರಿಶೀಲಿಸಿ 'ಡಿ' ವೃಂದದ ಹುದ್ದೆಗಳಿಗೆ ನೇಮಕಾತಿ ಹೊಂದಲು ಅರ್ಹರಾದ ಅಭ್ಯರ್ಥಿಗಳಿಗೆ ಸಂಬಂಧಿಸಿದ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು ನೇಮಕಾತಿ ಆದೇಶ ನೀಡುವುದು, 'ಸಿ' ವೃಂದದ ಹುದ್ದೆಗಳಿಗೆ ನೇಮಕಾತಿ ಹೊಂದಲು ಅರ್ಹರಾದ ಅಭ್ಯರ್ಥಿಗಳಿಗೆ ಪೌರಾಡಳಿತ ನಿರ್ದೇಶಕರು ಆದೇಶ ನೀಡುವುದು ಮತ್ತು ತಾಂತ್ರಿಕ ವರ್ಗದ ಹುದ್ದೆಗಳಿಗೆ ನೇಮಕಾತಿ ಹೊಂದಲು ಅರ್ಹರಾದ ಅಭ್ಯರ್ಥಿಗಳಿಗೆ 'ಸರ್ಕಾರದ ಆದೇಶ ನೀಡುವಂತೆ ತಿಳಿಸಿ ನಿಗದಿಪಡಿಸಲಾದ ಅವಧಿಯೊಳಗೆ ಕಾಲಾನುಕಾಲಕ್ಕೆ ಅಗತ್ಯ ಕ್ರಮಗಳನ್ನು ಕೈಗೊಳ್ಳಲು ಎಲ್ಲಾ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು ಮತ್ತು

ಪೌರಾಡಳಿತ ನಿರ್ದೇಶನಾಲಯಕ್ಕೆ ಆದೇಶಿಸಿದೆ. ಪೂರ್ವಭಾವಿ ಪಟ್ಟಿಯನ್ನು ಸಾರ್ವಜನಿಕರ ಮಾಹಿತಿಗಾಗಿ ಸಂಬಂಧಪಟ್ಟ ನಗರ ಸ್ಥಳೀಯ ಸಂಸ್ಥೆ, ಮೇಲಧಿಕಾರಿಗಳ ಕಛೇರಿ, ಗ್ರಂಥಾಲಯ ಕಛೇರಿ ಮತ್ತು ಪೌರಾಡಳಿತ ನಿರ್ದೇಶನಾಲಯದಲ್ಲಿ ಹಾಗೂ ಸರ್ಕಾರದ ನಗರಾಭಿವೃದ್ಧಿ ಇಲಾಖೆಯ ಸೂಚನಾ ಫಲಕಗಳಲ್ಲಿ ಪ್ರಕಟಿಸತಕ್ಕದ್ದೆಂದು ತಿಳಿಸಿದೆ.

ಆದುದರಿಂದ ಮೇಲ್ಕಂಡಂತೆ ಸರ್ಕಾರದ ಆದೇಶ ಸುತ್ತೋಲೆಗಳನ್ವಯ ಪರಿಶೀಲಿಸಿ 'ಸಿ' ದರ್ಜೆಯ ದಿನಗೂಲಿ ನೌಕರರ ಸೇವಾ ಮಾಹಿತಿಗಳನ್ನು ದಿನಾಂಕ 30.11.2006ರೊಳಗೆ ಈ ಕಾರ್ಯಾಲಯಕ್ಕೆ ನಿಮ್ಮ ಕಾರ್ಯಾಲಯದ ಜವಾಬ್ದಾರಿಯುತ ಸಿಬ್ಬಂದಿಯೊಂದಿಗೆ ಮುದ್ದಾಂ ತಲುಪಿಸುವಂತೆ ಕೋರಲಾಗಿದೆ.

ತಮ್ಮ ವಿಶ್ವಾಸಿ,

ಸಹಿ/-

ನಿರ್ದೇಶಕರು,

ಪೌರಾಡಳಿತ ನಿರ್ದೇಶನಾಲಯ,

ಬೆಂಗಳೂರು.

ಪ್ರತಿಯನ್ನು:

1. ಯೋಜನಾ ನಿರ್ದೇಶಕರು, ಜಿಲ್ಲಾ ನಗರಾಭಿವೃದ್ಧಿ ಕೋಶ---- ಬೆಂಗಳೂರು ಗ್ರಾಮಾಂತರ ಜಿಲ್ಲೆ
2. ಪೌರಾಯುಕ್ತರು/ಮುಖ್ಯಾಧಿಕಾರಿಗಳು/ನಗರಸಭೆ/ಪುರಸಭೆ/ಪಟ್ಟಣ ಪಂಚಾಯಿತಿ.”

The petitioner's case was not considered on the score that he had not completed 10 years of service. The petitioner then submits a representation on 17-03-2025. The representation reads as follows:

“ರವರಿಗೆ

ಮಾನ್ಯ ಮುಖ್ಯಾಧಿಕಾರಿಗಳು

ಪಟ್ಟಣ ಪಂಚಾಯತ ಮುಂಡಗೋಡ

ಇಂದ.

ವಿ. ಎಸ್. ಕುಲಕರ್ಣಿ

ಕಿರಿಯ ಅಭಿಯಂತರರು

ಪ.ಪಂ ಮುಂಡಗೋಡ

ನಗರಸಭೆ ದಾಂಡೇಲಿ (ನಿಯೋಜನೆ ಮೇರೆಗೆ)

ಮಾನ್ಯರೇ,

ವಿಷಯ: ಭಾರತದ ಸರ್ವೋಚ್ಚ ನ್ಯಾಯಾಲಯದ ತೀರ್ಪಿನನ್ವಯ ತಾಂತ್ರಿಕ ದಿನಗೂಲಿ ನೌಕರರ ಸೇವೆಯನ್ನು ಸಕ್ರಮಗೊಳಿಸುವ ಕುರಿತು.

ಉಲ್ಲೇಖ:1) ಮುಂಡಗೋಡ ಪಟ್ಟಣ ಪಂಚಾಯತದ ಸಾಮಾನ್ಯ ಸಭೆಯ ನಡುವಳಿಕೆ ನಂ.21

ದಿನಾಂಕ:21-11-1998

2) ಮಾನ್ಯ ನಿರ್ದೇಶಕರು, ಪೌರಾಡಳಿತ ನಿರ್ದೇಶನಾಲಯ ಬೆಂಗಳೂರು ರವರ ಆದೇಶ

ನಂ.ಪೌನಿ:ಸಿಬ್ಬಂದಿ:ಉ.ಕ:ಸಿ.ಆರ್: 38:99-2000 ದಿನಾಂಕ:22-10-1999

3) ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ನಅಇ:140:ಎಂ.ಎಲ್.ಆರ್:2006 ದಿನಾಂಕ:

24-08-2007

4) ಮಾನ್ಯ ಜಿಲ್ಲಾಧಿಕಾರಿಗಳು, ಉತ್ತರಕನ್ನಡ ರವರ ಸಕ್ರಮಾತಿ ಆದೇಶ ಸಂಖ್ಯೆ

ಪುರಸಭೆ:2:ವಿವ:272(10) 06-07 ದಿನಾಂಕ:02-06-2007

5) ಸರ್ಕಾರದ ಆದೇಶ ಸಂಖ್ಯೆ ನಅಇ:33:ಬಿಬಿಎ:2023(ಇ) ಬೆಂಗಳೂರು

ದಿನಾಂಕ:18-12-2023

ಈ ಮೇಲ್ಕಂಡ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ ಉಲ್ಲೇಖ (1) ರನ್ವಯ ಮುಂಡಗೋಡ ಪಟ್ಟಣ ಪಂಚಾಯತದ ಸಾಮಾನ್ಯ ಸಭೆಯ ನಿರ್ಣಯದಂತೆ ತಮ್ಮ ಕಾರ್ಯಾಲಯದಲ್ಲಿ ಮಂಜೂರಾತಿ ಹುದ್ದೆಯಲ್ಲಿ ದಿನಾಂಕ:21-11-1998 ರಂತೆ ದಿನಗೂಲಿ ನೌಕರನಾಗಿ ಕಿರಿಯ ಅಭಿಯಂತರರ ಹುದ್ದೆಯಲ್ಲಿ ಸೇವೆ ಸಲ್ಲಿಸುತ್ತಾ ಇರುತ್ತೇನೆ. ಉಲ್ಲೇಖ (2) ರನ್ವಯ ಮಾನ್ಯ ನಿರ್ದೇಶಕರು, ಪೌರಾಡಳಿತ ನಿರ್ದೇಶನಾಲಯ ಬೆಂಗಳೂರು ರವರ ಆದೇಶದಂತೆ ಸಮಾನ ಕೆಲಸಕ್ಕೆ ಸಮಾನ ವೇತನವನ್ನು ನನಗೆ ಮಂಜೂರು ಮಾಡಿದ ಮೇರೆಗೆ ಸದರ ವೇತನವನ್ನು ಪಡೆಯುತ್ತಾ ಬಂದಿರುತ್ತೇನೆ.

ಉಲ್ಲೇಖ (3) ರನ್ವಯ ರಾಜ್ಯದ ವಿವಿಧ ನಗರ ಸ್ಥಳೀಯ ಸಂಸ್ಥೆಗಳಲ್ಲಿ ಸೇವೆ ಸಲ್ಲಿಸುತ್ತಿರುವ ಬಗ್ಗೆ ಸಕ್ರಮಾತಿ ಬಗ್ಗೆ ಪೂರ್ಣ ವಿವರಗಳೊಂದಿಗೆ ಸಲ್ಲಿಸಿದ್ದರ ಮೇರೆಗೆ ರಾಜ್ಯ ಮಟ್ಟದ ಸಮಿತಿಯ (ತಾಂತ್ರಿಕ) ಮಾನ್ಯ ಕಾರ್ಯದರ್ಶಿಯವರ ಅಧ್ಯಕ್ಷತೆಯಲ್ಲಿ ದಿನಾಂಕ:07-04-2007 ರಂದು ಸಭೆ ಜರುಗಿಸಿ 20 ಅಭಿಯಂತರರ ದಾಖಲೆಗಳನ್ನು ಕೂಲಂಕುಶವಾಗಿ ಪರಿಶೀಲಿಸಿ ಮಾನ್ಯ ಸರ್ವೋಚ್ಚ ನ್ಯಾಯಾಲಯದ ಆದೇಶದನ್ವಯ ನನ್ನನ್ನು ಹಾಗೂ ಇತರ 9 ಜನರನ್ನು ಹೊರತುಪಡಿಸಿ 10 ವರ್ಷಗಳನ್ನು ಪೂರೈಸಿದ ಕಿರಿಯ ಅಭಿಯಂತರರನ್ನು ಸಕ್ರಮಗೊಳಿಸಿ ಆದೇಶಿಸಲಾಗಿದೆ.

ನಾನು ದಿನಾಂಕ:21-11-1998 ಕ್ಕೆ ದಿನಗೂಲಿ ಸೇವೆಗೆ ಸೇರಿದ್ದು ದಿನಾಂಕ:21-11-2008 ಕ್ಕೆ 10 ವರ್ಷ ಸೇವೆಯು ಪೂರ್ಣಗೊಂಡಿರುತ್ತದೆ. ಈಗಾಗಲೇ ನಾನು ಇನ್ನೂ ಎರಡೂವರೆ ತಿಂಗಳಿನಲ್ಲಿ ಅಂದರೆ

ದಿನಾಂಕ:31-05-2025 ಕೃ ನಿವೃತ್ತಿ ಹೊಂದುತ್ತಿದ್ದು, ಸುಮಾರು 26 ವರ್ಷಗಳು ಸಮಾನ ಕೆಲಸಕ್ಕೆ ಸಮಾನ ವೇತನ ಅಡಿಯಲ್ಲಿ ಸೇವೆ ಸಲ್ಲಿಸಿದ್ದು ನಿವೃತ್ತಿ ನಂತರ ನನಗೆ ಉಪಜೀವನಕ್ಕೆ ಯಾವುದೇ ನಿವೃತ್ತಿ ವೇತನ ಸಿಗದೇ ಇದ್ದು, ವಯಸ್ಸಾದ ನಂತರ ಜೀವನ ನಿರ್ವಹಣೆ ಕಷ್ಟ ಸಾಧ್ಯವಾಗುತ್ತಿದೆ.

ಆದ್ದರಿಂದ ನನ್ನ ಮನವಿಯನ್ನು ಪರಿಗಣಿಸಿ ನನ್ನ ಸೇವೆಯನ್ನು ಸಕ್ರಮಾಂತಿಗಾಗಿ ಮಾನ್ಯ ಘನ ಸರ್ಕಾರಕ್ಕೆ ಪ್ರಸ್ತಾವನೆಯನ್ನು ತಮ್ಮಿಂದ ಶಿಫಾರಸ್ಸುಗೊಳಿಸಲು ಸಲ್ಲಿಸಲು ಕೋರುತ್ತೇನೆ.

ಗೌರವಗಳೊಂದಿಗೆ,

ದಿ:17-03-2025

ಮುಂಡಗೋಡ

ತಮ್ಮ ವಿಶ್ವಾಸಿ,

ಸಹಿ/-

ವಿ. ಎಸ್. ಕುಲಕರ್ಣಿ

ಕಿರಿಯ ಅಭಿಯಂತರರು

ಪ.ಪಂ ಮುಂಡಗೋಡ

ನಗರಸಭೆ ದಾಂಡೇಲಿ (ನಿಯೋಜನೆ ಮೇರೆಗೆ)"

The case of the petitioner is recommended by the Town Panchayat.

The Communication reads as follows:

"ಕ್ರ.ಸ.ಪಪಂಮು:ಅಡಳಿತ:ವಿವ: :2024-25

ದಿನಾಂಕ:24/03/2025

ರಿಗೆ.

ಮಾನ್ಯ ಯೋಜನಾ ನಿರ್ದೇಶಕರು

ಜಿಲ್ಲಾ ನಗರಾಭಿವೃದ್ಧಿ ಕೋಶ

ಜಿಲ್ಲಾಧಿಕಾರಿಗಳ ಕಾರ್ಯಾಲಯ

ಉತ್ತರ ಕನ್ನಡ, ಕಾರವಾರ

ಮಾನ್ಯರೇ.

ವಿಷಯ: ಶ್ರೀ ವಿ ಎಸ್ ಕುಲಕರ್ಣಿ, ಕಿರಿಯ ಅಭಿಯಂತರರು (ಸಮಾನ ಕೆಲಸ ಸಮಾನ ವೇತನ)
ಇವರು ಸೇವೆಯನ್ನು ಸಕ್ರಮಗೊಳಿಸಲು ಸಲ್ಲಿಸಿರುವ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಸಲ್ಲಿಸುವ
ಕುರಿತು.

ಉಲ್ಲೇಖ: ಸದರಿಯವರ ಅರ್ಜಿ ದಿನಾಂಕ: 21/03/2025.

ಈ ಮೇಲಿನ ವಿಷಯಕ್ಕೆ ಸಂಬಂಧಿಸಿದಂತೆ, ಉಲ್ಲೇಖಿತ ಮನವಿಯಂತೆ, ಶ್ರೀ ವೀರಭದ್ರಯ್ಯ ಎಸ್ ಕುಲಕರ್ಣಿ, ಕಿ.ಅಭಿಯಂತರ (ಸಮಾನ ಕೆಲಸ ಸಮಾನ ವೇತನ) ಇವರು ಪಟ್ಟಣ ಪಂಚಾಯತ ಮುಂಡಗೋಡದಲ್ಲಿ ದಿನಗೂಲಿ ನೌಕರರಾಗಿ ಕಿರಿಯ ಅಭಿಯಂತರ ಹುದ್ದೆಯಲ್ಲಿ ಪಟ್ಟಣ. ಪಂಚಾಯತ ಸಭೆ ನಡವಳಿ ನಂ.21 ದಿನಾಂಕ:21.11.1998 ರಂತೆ ನೇಮಕಾತಿಗೊಂಡು ಕರ್ತವ್ಯ ನಿರ್ವಹಿಸಿದ್ದು, ಸದರಿಯವರಿಗೆ ಪೌರಾಡಳಿತ ನಿರ್ದೇಶನಾಲಯದ ಆದೇಶ ಸಂಖ್ಯೆ:ಪೌ.ನಿ:ಸಿಬ್ಬಂದಿ:ಉ.ಕ.:ಸಿ.ಆರ್:38:99-2000 ದಿನಾಂಕ:22/10/1999 ರಂತೆ ಸಮಾನ ಕೆಲಸ ಸಮಾನ ವೇತನ ಮಂಜೂರಿಸಿ ಆದೇಶಿಸಿದ್ದು ಇರುತ್ತದೆ. ಪ್ರಸ್ತುತ ದಾಂಡೇಲಿ ನಗರಸಭೆಯಲ್ಲಿ ಪ್ರತಿ ನಿಯೋಜನೆ ಮೇರೆಗೆ ಕರ್ತವ್ಯ ನಿರ್ವಹಿಸುತ್ತಿದ್ದಾರೆ.

ಸದರಿ ಶ್ರೀ ವೀರಭದ್ರಯ್ಯ ಎಸ್. ಕುಲಕರ್ಣಿ, ಕಿ.ಅ. (ಸಕಸವೇ) ಇವರು ಮಾನ್ಯ ಸರ್ವೋಚ್ಚ ನ್ಯಾಯಾಲಯದ ತೀರ್ಪಿನಂತೆ ಸಕ್ರಮಾತಿಗೊಳಿಸಲಾದ ಪ್ರಕರಣಗಳನ್ನು ಉಲ್ಲೇಖಿಸಿ ಸದರಿಯವರ ಸೇವೆಯನ್ನು ಸಹ ಸಕ್ರಮಾತಿಗೊಳಿಸಲು ದಾಖಲೆಗಳನ್ನು ಲಗತ್ತಿಟ್ಟು ಸರ್ಕಾರಕ್ಕೆ ಪ್ರಸ್ತಾವನೆಯನ್ನು ಶಿಫಾರಸ್ಸುಗೊಳಿಸುವಂತೆ ಕೋರಿರುತ್ತಾರೆ. ಈ ಪ್ರಯುಕ್ತ ಸದರಿಯವರ ಅರ್ಜಿ ಪ್ರತಿಯನ್ನು ಲಗತ್ತಿಟ್ಟು ಮುಂದಿನ ಸೂಕ್ತ ಕ್ರಮಗಳಿಗಾಗಿ ಮಾನ್ಯರಲ್ಲಿ ಗೌರವಪೂರ್ವಕವಾಗಿ ಸಲ್ಲಿಸಿದೆ.

ವಂದನೆಗಳೊಂದಿಗೆ,

ತಮ್ಮ ವಿಶ್ವಾಸಿ

ಸಹಿ/-

ಮುಖ್ಯಾಧಿಕಾರಿ

ಪಟ್ಟಣ ಪಂಚಾಯತ ಮುಂಡಗೋಡ

ಲಗತ್ತು

ಶ್ರೀ ವೀರಭದ್ರಯ್ಯ ಎಸ್ ಕುಲಕರ್ಣಿ, ಕಿ.ಅಭಿಯಂತರ (ಸಮಾನ ಕೆಲಸ ಸಮಾನ ವೇತನ) ಇವರ ಮೂಲ ಅರ್ಜಿ ಪ್ರತಿ."

Non-consideration of the case of the petitioner for regularization is what has driven him now to this Court in the subject petition.

8. The petitioner has served the 1st respondent for more than 25 years and is on the verge of retirement. It is admitted that the petitioner was qualified to hold the post and continued to work against a sanctioned vacant post. In such a case, it becomes apposite to refer to the judgment of Apex Court in the case of **BHOLA NATH v. THE STATE OF JHARKHAND**¹. The Apex Court again considers the entire spectrum of law and holds that regularization of employees who have served for long years against sanctioned vacant post must be considered and they should not be left high and dry. The Apex Court has held as follows:

"ISSUE II. Whether the action/inaction of the respondent-State in not recognizing the appellants' continuous service for the purpose of regularization is arbitrary and violative of Article 14 of the Constitution of India?"

10. The learned Single Judge, vide common order, dismissed the writ petitions filed by the appellants seeking a writ of mandamus directing the respondent State to regularize their services. In doing so, the writ Court placed reliance on the terms and conditions of the employment agreement entered into between the appellants and the respondents. The learned Single Judge, in this regard, recorded the following findings: -

- i. The appellants were appointed on a purely contractual basis pursuant to a decision of the Finance Department to fill 22 sanctioned posts through contractual engagement,

¹ **2026 INSC 99**

the expenditure being met from non-plan funds. Following issuance of an advertisement and completion of the selection process, the appellants were appointed by entering into contracts of employment for an initial period of one year, extendable from time to time for fixed durations.

- ii. The appellants were granted extensions periodically, with the last extensions having been issued in the year 2023 as a one-time measure. The respondent-State treated the said decision as a conscious policy determination, which, according to the learned Single Judge, did not warrant interference by the Court.
- iii. The appellants were held not entitled to regularization under the regularization scheme framed by the respondent-State in the year 2015, as modified in 2019, which prescribed completion of ten years of continuous service as on the cut-off year 2019. It was further noted that the appellants had not laid any challenge to the validity of the said regularization scheme.
- iv. Since the appellants were appointed on a contractual basis and continued only through periodic extensions, it was held that they did not possess any statutory or legal right to continue in service once the contractual period, including its extensions, came to an end.
- v. Emphasis was laid on the fact that the appellants were fully aware, and were put to notice on each occasion of renewal, that their engagement was contractual and limited to a specified tenure. In view thereof, the learned Single Judge held that no question of legitimate expectation or enforceable right to renewal or regularization could arise, nor could any right be said to have crystallised in their favour.
- vi. It was further noted that the appellants had not been replaced by another set of contractual employees. On the contrary, the material on record indicated that the respondent-State had undertaken regular recruitment and appointed nine persons as regular employees through a fresh advertisement.

10.1. Aggrieved by the decision of the writ Court, the appellants preferred intra-Court appeals before the High Court. The learned Division Bench upheld the judgment of the writ Court and recorded the following findings: -

- i. The law relating to regularization or absorption of contractual employees was held to be well settled, namely that such employees are governed by the terms and conditions of their engagement, the relationship being founded upon a bilateral contract between the employee and the employer.
- ii. It was further held that the terms and conditions of a contract cannot be altered, nor can new conditions be introduced, by issuance of judicial directions, as doing so would amount to impermissible re-writing of the contract. Once the parties have consciously entered into contractual terms, they cannot subsequently resile therefrom or question those conditions.

State as model employer: -

11. At the outset, we find it necessary to express our disapproval of the manner in which the High Court has approached the present lis. The controversy before the Court was not one of mere acquiescence or implied waiver of rights. The High Court, in our view, has proceeded on a mechanical application of precedents without engaging with the core constitutional issues involved, thereby reducing the dispute to one of acceptance of contractual terms, divorced from its larger constitutional context.

11.1. This Court has consistently held that the State, being a model employer, is saddled with a heightened obligation in the discharge of its functions. A model employer is expected to act with high probity, fairness and candour, and bears a social responsibility to treat its employees in a manner that preserves their dignity. The State cannot be permitted to exploit its employees or to take advantage of their vulnerability, helplessness or unequal bargaining position.

11.2. It therefore follows that the State is required to exercise heightened caution in its role as an employer, the constitutional mandate casting upon it a strict obligation to act as a model employer, an obligation from which no exception can be countenanced.

Fundamental Rights and their waiver:

11.3. In the present case, the appellants were appointed by the respondent-State against sanctioned posts of Junior Engineers (Agriculture), with the engagement being described from the inception as contractual in nature. The terms and conditions governing the engagement stipulated that the appointment would be for an initial period of one year, extendable thereafter subject to satisfactory performance.

11.4. The respondent-State accordingly granted extensions to the appellants from time to time until the year 2023, when it was expressly clarified that the extension being granted would be the last. It was thereafter that the appellants approached the High Court by filing writ petitions seeking a writ of mandamus directing the State to regularize their services.

11.5. The consistent case of the appellants has been that the respondent-State's refusal to grant regularization is arbitrary and therefore warrants judicial interference. Article 14 of the Constitution casts a negative obligation upon the State to treat all persons equally, and arbitrariness, being antithetical to the equality principle, is proscribed as violative of Article 14.

11.6. The Constitution Bench in *Basheshar Nath v. Comm. Income Tax* – 1958 SCC OnLine SC 7, long ago clarified that fundamental rights guaranteed under the Constitution are incapable of waiver. Consequently, if the action of the respondent-State is found to be violative of Article 14 of the Constitution, the mere fact that the appellants' engagement was governed by contractual terms and conditions cannot be construed as a waiver of their fundamental rights.

Unconscionable Agreements- Contract between Lion and Lamb:

12. In **Central Inland Water Transport Corpn. v. Brojo Nath Ganguly** – (1986) 3 SCC 156, this Court acknowledged the increasing imbalance in the bargaining power of contracting parties. The Court held thus: -

“89. . . . We have a Constitution for our country. Our judges are bound by their oath to “uphold the Constitution and the laws”. The Constitution was enacted to secure to all the citizens of this country social and economic justice. **Article 14 of the Constitution guarantees to all persons equality before the law and the equal protection of the laws. The principle deducible from the above discussions on this part of the case is in consonance with right and reason, intended to secure social and economic justice and conforms to the mandate of the great equality clause in Article 14. This principle is that the courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable contract, or an unfair and unreasonable clause in a contract, entered into between parties who are not equal in bargaining power. It is difficult to give an exhaustive list of all bargains of this type. No court can visualize the different situations which can arise in the affairs of men. One can only attempt to give some illustrations. For instance, the above principle will apply where the inequality of bargaining power is the result of the great disparity in the economic strength of the contracting parties. It will apply where the inequality is the result of circumstances, whether of the creation of the parties or not. It will apply to situations in which the weaker party is in a position in which he can obtain goods or services or means of livelihood only upon the terms imposed by the stronger party or go without them. It will also apply where a man has no choice, or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however unfair, unreasonable and unconscionable a clause in that contract or form or rules may be.** This principle,

however, will not apply where the bargaining power of the contracting parties is equal or almost equal. This principle may not apply where both parties are businessmen and the contract is a commercial transaction. In today's complex world of giant corporations with their vast infrastructural organizations and with the State through its instrumentalities and agencies entering into almost every branch of industry and commerce, there can be myriad situations which result in unfair and unreasonable bargains between parties possessing wholly disproportionate and unequal bargaining power. These cases can neither be enumerated nor fully illustrated. The court must judge each case on its own facts and circumstances."

(emphasis laid)

Therefore, the Court has held that the Constitution obliges courts to advance social and economic justice and to give effect to the equality mandate under Article 14. Consequently, courts will neither enforce nor hesitate to invalidate contracts, or contractual clauses, that are unfair or unreasonable when entered into between parties with unequal bargaining power.

12.1. Relying on the aforesaid reasoning, another two Judge Bench in *Pani Ram v. Union of India - (2021) 19 SCC 234*, reiterated that the guarantee of equality under Article 14 extends even to situations where a person has no meaningful choice but to accept imposed contractual terms, however unfair or unreasonable they may be. Applying this principle to the facts before it, the Court observed thus: -

"23. As held by this Court, a right to equality guaranteed under Article 14 of the Constitution of India would also apply to a man who has no choice or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however unfair, unreasonable and unconscionable a clause in that contract or form or rules may be. We find that the said observations rightly apply to the facts of the present case. Can it be said that the mighty Union of

India and an ordinary soldier, who having fought for the country and retired from Regular Army, seeking re-employment in the Territorial Army, have an equal bargaining power. We are therefore of the considered view that the reliance placed on the said document would also be of no assistance to the case of the respondents."

(emphasis laid)

Therefore, it is clear that Courts are empowered to invalidate unconscionable elements of a contract where the parties lack the ability to exercise any real or meaningful choice in negotiating its terms. In the present case, the appellants were left with no alternative but to accept the conditions unilaterally prescribed by the respondent-State in order to secure their livelihood and sustain a source of income. It would be entirely unrealistic to assume that, in such circumstances, an employee seeking temporary employment could meaningfully negotiate or assert a position against the overwhelming might of the State machinery.

12.2. At this juncture, the analogy of apples and oranges serves as a useful reminder that certain relationships are inherently incapable of being assessed on an equal plane. A contract between the State and an employee stands on a similar footing. The State, in such a relationship, assumes the role of a metaphorical lion, endowed with overwhelming authority, resources and bargaining strength, whereas the employee, who is yet an aspirant, is reduced to the position of a metaphorical lamb, possessing little real negotiating power. To suggest parity between the two, i.e. the lion and the lamb, would be to ignore the stark imbalance that defines the relationship.

12.3. Therefore, where a lion contracts with a lamb, the inequality is not incidental but structural, and it is precisely this disproportion that calls for judicial sensitivity. In such situations, the conscience of Constitutional Courts must inevitably tilt in favour of protecting the lamb. We have no hesitation in holding that Constitutional Courts are duty-bound to act to

safeguard those who are vulnerable to exploitation, so that employees are not compelled to meekly submit to the demands of a vastly dominant contracting party like the State, but are instead assured that constitutional protections will intervene to prevent such exploitation.

Legitimate Expectation of the employees: -

13. Another facet requiring consideration in the case of contractual employees, such as the present appellants, is the doctrine of legitimate expectation. Where employees have continued to discharge their duties on contractual posts for a considerable length of time, as in the present case, it is but natural that a legitimate expectation arises that the State would, at some stage, recognize their long and continuous service. It is in this belief, bolstered by repeated extensions granted by the Executive, that such employees continue in service and refrain from seeking alternative employment, notwithstanding the contractual nature of their engagement. At this juncture, it is thus apposite to advert to the principles governing the doctrine of legitimate expectation as enunciated by this Court in **Army Welfare Education Society v. Sunil Kumar Sharma** – (2024) 16 SCC 598, wherein it was held as follows: -

“63. A reading of the aforesaid decisions brings forth the following features regarding the doctrine of legitimate expectation:

63.1. First, **legitimate expectation must be based on a right as opposed to a mere hope, wish or anticipation;**

63.2. Secondly, **legitimate expectation must arise either from an express or implied promise;** or a consistent past practice or custom followed by an authority in its dealings;

. . .

63.5. Fifthly, **legitimate expectation operates in the realm of public law, that is, a plea of legitimate action can be taken only when a public authority**

breaches a promise or deviates from a consistent past practice, without any reasonable basis.

. . .

64. **The aforesaid features, although not exhaustive in nature, are sufficient to help us in deciding the applicability of the doctrine of legitimate expectation to the facts of the case at hand. It is clear that legitimate expectation, jurisprudentially, was a device created in order to maintain a check on arbitrariness in State action.**

It does not extend to and cannot govern the operation of contracts between private parties, wherein the doctrine of promissory estoppel holds the field."

(emphasis laid)

It is, therefore, not difficult to comprehend the expectation with which such contractual employees continue in the service of the State. The repeated conduct of the employer-State in expressing confidence in their performance and consistently granting monetary upgrades & tenure extensions reasonably nurtures an expectation that their long and continuous service would receive further recognition.

13.1. **Another Constitution Bench in State of Karnataka v. Umadevi – (2006) 4 SCC 1, cautioned that the doctrine of legitimate expectation cannot ordinarily be extended to persons whose appointments are temporary, casual or contractual in nature. The relevant extract of the judgment reads as follows: -**

"47. When a person enters a temporary employment or gets engagement as a contractual or casual worker and the engagement is not based on a proper selection as recognised by the relevant rules or procedure, he is aware of the consequences of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed in the post when an appointment to the post could be made only by following a proper procedure for selection and in cases concerned, in consultation with the Public Service Commission. Therefore, the theory of

legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State has held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek a positive relief of being made permanent in the post.”

(emphasis laid)

However, this Court in Umadevi (supra) clarified that the bar against invocation of the doctrine of legitimate expectation applies only to those temporary, contractual or casual employees whose engagement was not preceded by a proper selection process in accordance with the extant rules. Consequently, where such engagement is made after following a due and lawful selection procedure, there is no absolute bar in law preventing such employees from invoking the doctrine of legitimate expectation.

Limits on Perpetual Contractual Engagements:

13.2. In the present case, the respondent-State had engaged the services of the appellants on sanctioned posts since the year 2012. It was only towards the end of the year 2022 that the respondents communicated that no further extension of the appellants’ engagement was likely to be granted.

13.3. In our considered opinion, the aforesaid action is not only vitiated by arbitrariness but is also in clear derogation of the equality principles enshrined in Article 14 of the Constitution. The respondent-State initially engaged the appellants in their youth to discharge public duties and functions. Having rendered long and dedicated service, the appellants cannot now be left to fend for themselves, particularly when the employment opportunities that may have been available to them a decade ago are no longer accessible owing to age constraints.

13.4. We are unable to discern any rational basis for the respondent-State's decision to discontinue the appellants after nearly ten years of continuous service. We are conscious that the symbiotic-relationship between the appellants and the respondent-State was mutually beneficial, the State derived the advantage of the appellants' experience and institutional familiarity, while the appellants remained in public service. In such circumstances, any departure from a long-standing practice of renewal, particularly one that frustrates the legitimate expectation of the employees, ought to be supported by cogent reasons recorded in a speaking order.

13.5. Such a decision must necessarily be a conscious and reasoned one. An employee who has satisfactorily discharged his duties over several years and has been granted repeated extensions cannot, overnight, be treated as surplus or undesirable. We are unable to accept the justification advanced by the respondents as the obligation of the State, as a model employer, extends to fair treatment of its employees irrespective of whether their engagement is contractual or regular.

13.6. This Court has, on several occasions, deprecated the practice adopted by States of engaging employees under the nominal labels of "part-time", "contractual" or "temporary" in perpetuity and thereby exploiting them by not regularizing their positions. In *Jaggo v. Union of India*– 2024 SCC OnLine SC 3826, this Court underscored that government departments must lead by example in ensuring fair and stable employment, and evolved the test of examining whether the duties performed by such temporary employees are integral to the day-to-day functioning of the organization.

13.7. In *Shripal v. Nagar Nigam* – 2025 SCC OnLine SC 221 and *Vinod Kumar v. Union of India* – (2024) 9 SCC 327, this Court cautioned against a mechanical and blind reliance on *Umadevi* (supra) to deny regularization to temporary employees in the absence of statutory rules. It was held that *Umadevi* (supra) cannot be employed as a shield to legitimise exploitative engagements continued

for years without undertaking regular recruitment. The Court further clarified that Umadevi itself draws a distinction between appointments that are “illegal” and those that are merely “irregular”, the latter being amenable to regularization upon fulfilment of the prescribed conditions.

13.8. In Dharam Singh v. State of U.P – 2025 SCC OnLine SC 1735, this Court strongly deprecated the culture of “ad-hocism” adopted by States in their capacity as employers. The Court criticized the practice of outsourcing or informalizing recruitment as a means to evade regular employment obligations, observing that such measures perpetuate precarious working conditions while circumventing fair and lawful engagement practices.

13.9. The State must remain conscious that part-time employees, such as the appellants, constitute an integral part of the edifice upon which the machinery of the State continues to function. They are not merely ancillary to the system, but form essential components thereof. The equality mandate of our Constitution, therefore, requires that their service be reciprocated in a manner free from arbitrariness, ensuring that decisions of the State affecting the careers and livelihood of such part-time and contractual employees are guided by fairness and reason.

13.10. In the aforesaid backdrop, we are unable to persuade ourselves to accept the respondent-State’s contention that the mere contractual nomenclature of the appellants’ engagement denudes them of constitutional protection. The State, having availed of the appellants’ services on sanctioned posts for over a decade pursuant to a due process of selection and having consistently acknowledged their satisfactory performance, cannot, in the absence of cogent reasons or a speaking decision, abruptly discontinue such engagement by taking refuge behind formal contractual clauses. Such action is manifestly arbitrary, inconsistent with the obligation of the State to act as a model employer, and fails to withstand scrutiny under Article 14 of the Constitution.

FINAL CONCLUSION:

14. In light of our discussion, in the foregoing paragraphs, we summarize our conclusions as follows:

- I. The respondent-State was not justified in continuing the appellants on sanctioned vacant posts for over a decade under the nomenclature of contractual engagement and thereafter denying them consideration for regularization.**
- II. Abrupt discontinuance of such long-standing engagement solely on the basis of contractual nomenclature, without either recording cogent reasons or passing a speaking order, is manifestly arbitrary and violative of Article 14 of the Constitution.**
- III. Contractual stipulations purporting to bar claims for regularization cannot override constitutional guarantees. Acceptance of contractual terms does not amount to waiver of fundamental rights, and contractual stipulations cannot immunize arbitrary State action from constitutional scrutiny.**
- IV. The State, as a model employer, cannot rely on contractual labels or mechanical application of Umadevi (supra) to justify prolonged ad-hocism or to discard long-serving employees in a manner inconsistent with fairness, dignity and constitutional governance.**

V. In view of the foregoing discussion, we direct the respondent-State to forthwith regularize the services of all the appellants against the sanctioned posts to which they were initially appointed. The appellants shall be entitled to all consequential service benefits accruing from the date of this judgment.

15. Accordingly, the present appeals are disposed of and all writ petitions are allowed and the judgments dated 17th September, 2024, 15th October, 2024 and 2nd December, 2024, in LPA Nos. 390 of 2024, 356 of 2024 and 368 of 2024, respectively, passed by the High Court of Jharkhand at Ranchi are set aside.

16. Pending application(s), if any, shall stand disposed of."

(Emphasis supplied)

In the light of the judgment of the Apex Court, the petition deserves to succeed, for a direction to the respondents to consider the case of the petitioner for regularization of his services.

9. For the aforesaid reasons, the following:

ORDER

- (i) Writ Petition is allowed.
- (ii) *Mandamus* issues to the respondents to consider the case of the petitioner for regularization of his service, bearing in mind the observations made by the Apex Court in the afore-quoted judgment and to pass necessary orders in accordance with law, within an outer limit of 12 weeks from the date of receipt of a copy of this order.
- (iii) The petitioner shall be entitled to all consequential benefits that would flow from the order to be passed as above.

**Sd/-
(M.NAGAPRASANNA)
JUDGE**

bkp
CT:SS