

**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR**

S.B. Civil Writ Petition No. 22782/2025

1. Ramesh Chand S/o Babu Lal, Aged About 38 Years, Resident Of 127, Naiya Ka Bas, Jaroda Khurd, Jaroda Kalan, District Nagaur.
2. Sweta Kumari D/o Rajgeer Yadav, Aged About 36 Years, Resident Of 02/1048, Kudi Bhagtasani Housing Board, Basni, District Jodhpur.
3. Bheenya Ram S/o Durga Ram, Aged About 25 Years, Resident Of near Veer Teja Mandir, Shiv Colony, Chandna Bhakhar, District Jodhpur.
4. Dinesh Prajapat S/o Dharma Ram, Aged About 30 Years, Resident Of 49, Madan Singh Aarya Nagar, Basni First Phase, Kudi Bhagtasani Housing Board, District Jodhpur.
5. Shubham Vaishnav S/o Rajendra Vaishnav, Aged About 30 Years, Resident Of 21, Damodar Colony Ram Mohalla, Outside Nagouri Gate, District Jodhpur.
6. Mohit Vaishnav S/o Jagdish Dass Vaishnav, Aged About 25 Years, Resident Of 2/1709, Kudi Bhagtasni Housing Board, K.u.m. Bhagat Ki Kothi, District Jodhpur.

----Petitioners

Versus

1. State Of Rajasthan, Through Its Additional Chief Secretary, Medical, Health And Family Welfare Services, Government Of Rajasthan, Secretariat, Jaipur.
2. Superintendent, Mathura Das Mathur Hospital, Jodhpur.
3. M/s Believe Solution Services, Z-1 A, Sec-110 A, New Palam Vihar. (Gurgaon, Haryana).
4. M/s Gajendra Enterprises, Maler House, Indra Colony, Bikaner.
5. M/s Sri Sainath Associates Private Limited, L-1542, Sector 1, Lda Colony, Kanpur Road, Lucknow.

----Respondents

For Petitioner(s) : Mr. Aashish Jakhar for
Mr. Vikas Bijarnia

For Respondent(s) : Mr. Tanuj Jain for
Mr. Mukesh Dave, AGC

HON'BLE MR. JUSTICE MUNNURI LAXMAN

Order

27/11/2025

1. Heard on the stay application.
2. Learned counsel for the petitioners submits that the petitioners were employed through M/s Rajdeep Enterprises on

outsourcing basis with the respondent authority and they worked till they were replaced by the employees sponsored by the newly successful outsourcing agencies in the tender.

3. The grievance of the petitioners is that they have sufficient experience under the previous outsourcing agency and there services cannot be fully replaced on the ground that a new manpower agency was selected to sponsor the employees on outsourcing basis; they should be allowed to continue on the same post even under the newly selected outsourcing agencies.

4. Learned counsel for the petitioner relied upon the decision of this Court dated **21.11.2025** passed in the case of **Vinita Solanki & Ors. Vs. State of Rajasthan & Ors. (S.B. Civil Writ Petition No. 21782/2025)**, wherein in a similar set of facts, this has granted interim relief. Relevant paragraphs of the interim order dated 21.11.2025 reads as follows:

"2. Learned counsel appearing on behalf of the petitioners submits that the petitioners were engaged on outsourcing basis on the post of Nursing Officer Grade-II in the year 2022. Subsequently, the Government has invited tenders from the new outsourcing agency to supply manpower, respondents No.8 to 10 are the new outsourcing agencies selected to sponsor the manpower including the manpower relating to the existing service of Nursing Officer Grade-II. The respondent No.8 was allotted 23 Nursing Officers, respondent No.9 was allotted 22 Nursing Officers and respondent No.10 was allotted 23 Nursing Officers other than other mentioned categories of employees.

*3. By virtue of the new tenders, the petitioners' services were discontinued and new manpower were supplemented in the place of the petitioners by the newly selected outsourcing agencies. The practice of replacing the adhoc employees/temporary employees by other categories of temporary employees have been deprecated by the Hon'ble Supreme Court in case of **Hargurpratap Singh Vs. State of Punjab & Ors.***

reported in **(2007) 13 SCC 292**. Since the old temporary employees have gained experience and they are more beneficial and useful to the institutions. According to him, the petitioners being the experienced persons of 3 years, they cannot be supplemented by new adhoc manpower supplied or to be supplied by the respondent Nos.8 to 10. Therefore, he seeks continuance of the petitioners' services even under the new outsourcing agencies selected under the tender process.

5. Learned counsel appearing on behalf of the respondents submits that the respondents have invited new tenders for selection of new outsourcing agencies to supply manpower relating to the post of Nursing Officers Grade-II from the new agencies and the petitioners have no vested rights to continue under the new outsourcing agency as their contractual relationship with the employer would end with the completion of tender period of respondent No.7. The respondents No.8 to 10 are entitled to supply new fresh manpower of their choice after following the due process of law. According to him, those respondents have already selected, sponsored new employees under the category of Nursing Officer Grade-II in place of the petitioners. Therefore, at this stage, this Court may not enter into the interference in the supply of manpower.

6. Learned counsel appearing on behalf of respondents No.8 & 10 (Caveator) submits that the respondents are successful tenderers and they have deposited earnest money and they have every right to select their own employee to sponsor to the respondents organization as per the tender conditions. Their right to recruit their employees cannot be deprived only on the ground that the previous employees who were working through other outsourcing agency acquired experience and useful to the agency that virtual defeating the very conditions of tender process. He also submits that in pursuance of the tender policy new manpower were selected and they were already sponsored to the organization and they have been working, as such, if any interim orders are granted to continue these existing persons it will impact the persons who are already selected and sponsored by the successful outsourcing agency.

7. Having considered the above contentions, it is not in dispute that the petitioners were initially selected to work through outsourcing agency sponsored by the respondent No.7 who was the successful bidder for the year 2022 and the petitioners have worked under the respondent institution sponsored by the respondent No.7 for nearly about 3 years. The pecuniary benefits which would arise to the successful tenderes are the commissions on the supply of manpower and even the present petitioners are allowed to be continued, the pecuniary benefit to the newly selected outsourcing agency has no impact. They continue to receive the same commission what they have allowed to gain under the new tender policy. The only thing is that whether the newly selected outsourcing agency be allowed to recruit fresh manpower in place of already existing manpower who were working through the previous outsourcing agency i.e. respondent No.7 shall be continued or not.

8. The Hon'ble Supreme Court in case of **Hargurpratap Singh** (supra) has deprecated practice of replacing with one temporary/adhoc worker with the another adhoc worker. The reasons for deprecation of such practice is that the persons who are already working either on the temporary basis or adhoc basis are persons having more experience and more useful to the institutions then the persons who are to be supplemented by new adhoc persons. Therefore, the equity requires in favour of the persons who are already working and gained experience. It would not only be useful to the institution. Retaining such employees would not impact the pecuniary benefit that the new outsourcing agency required to gain under the tender process.

9. The maintainability of the writ petition is also raised by the counsel appearing for the newly selected outsourcing agency. That contentions required to be adjudicated at the final hearing stage not at this stage.

10. Learned counsel appearing on behalf of the respondents (Caveator) relied upon the order dated 22.07.2021 passed by a Co-ordinate Bench of this Court in **S.B. Civil Writ Petition No.8605/2021 (Bhupen Gehlot Vs. State of Rajasthan & Ors.)** and also relied upon the judgment of the Hon'ble Supreme Court in case of **K.K. Suresh & Ors. Vs. Food Corporation**

of India & Ors. reported in **AIR 2018 SC 3905** to contend that the petitioners have no right to continue their service under new agencies as they have no contractual relations with the respondents.

11. Having seen the facts in the **Bhupen Gehlot's case** (supra), it is a case where the challenge was made to e-tender notice issued to sponsor the employees and in that contest it was held that the petitioners therein cannot prevent the process of e-tender and these facts are entirely different to the facts in issue. In case of **K.K. Suresh's case** (supra), it was a case where regularization was sought by the employees who were either employed under contractual or outsourcing agency. This facts are also not applicable to the facts in the present case. The facts in the judgment of the Hon'ble Supreme Court in **Hargurpratap Singh's case** (supra) squarely applied to the similar facts in the present case; therefore, the contention of learned counsel appearing on behalf of respondents No.8 & 9 by placing the reliance upon the aforesaid judgments have no merits and same are devoid of merits.

12. In the above facts and circumstances, the respondents are directed to continue the services of the petitioners who are duly working in the institutions through the respondent No.7 subject to their verification of actual working or not and if they are found to be working under the same post through respondent No.7 till new agency selected they shall be continued even under the newly selected outsourcing agencies, until further orders.

13. They shall engage the petitioners, if already disengaged, within a period of 15 days from the date of receipt of this order."

5. In view of the order cited above, there shall be interim direction to the respondent authority to continue the services of the petitioners who are duly working with the respondent authority through outsourcing agency i.e. M/s Rajdeep Enterprises, subject to their verification of actual working or not. If they are actually working under the same post through M/s

Rajdeep Enterprises till new agencies are selected they shall be continued even under the newly selected outsourcing agencies, until further orders. It is also made clear that they shall engage the petitioners, if already disengaged, within a period of 15 days from the date of receipt of this order.

6. Learned counsel for the respondents are granted liberty to seek vacation of the interim order.

7. Issue notice to the private respondents No. 3 to 5, returnable within a period of four weeks.

8. List the matter on **22.01.2026**.

(MUNNURI LAXMAN),J

207-BhumikaP/-