



* IN THE HIGH COURT OF DELHI AT NEW DELHI

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+ W.P.(C) 3843/2026

PIYUSH KUMAR SINGH & ORS.

.....Petitioners

versus

UNION OF INDIA & ORS.

.....Respondents

With

W.P.(C) 5716/2026, W.P.(C) 2601/2026, W.P.(C) 2691/2026, W.P.(C) 2728/2026, W.P.(C) 3768/2026 & W.P.(C) 3863/2026 & W.P.(C) 8700/2026, W.P.(C) 3091/2026

For Petitioners: Ms. Rashmi Chopra, Senior Advocate with Mr. Ravi Prakash, Mr. Giriraj Kaushal, Mr. Anurag Atulya, Mr. Gaganpreet Singh, Ms. Pnera Kant and Mr. Shahrukh Qureshi, Advocates in Item Nos. 5, 25 to 27.

Dr. Rakesh Gosain, Mr. Sanjiv Saluja, Ms. Shrieya Gosain, Advocates in item no. 24.

Mr. Anukul Raj, Ms. Nikita Raj, Mr. Tushar Bhalla, Mr. Naveen, Mr. Vishal Yadav and Mr. Vishal Arun Mishra, Advocates in Item No. 28.

Mr. Punit Rathi, Advocate in Item Nos. 25-27.

Mr. Gaurav Gupta, Mr. Sarvesh Mehra and Ms. Rupal Gupta, Advocates in Item No. 29.

Mr. Ashish Negi, Advocate in W.P.(C) 3091/2026.

For Respondents: Mr. Rohan Jaitley, CGSC with Mr. Akshay Sharma, Mr. Varun Pratap Singh, Mr. Dev Pratap Shahi and Mr. Yogya Bhatia, Advocates for UOI in Item No. 4.

Mr. Chetan Sharma, ASG with Mr. Tushar Sannu,



SC with Mr. Mohit Bhardwaj, Ms. Malvi Balyan, Mr. Devvrat Tiwari and Ms. Diksha Punia, Advocates for WAPCOS in Item Nos. 4, 5 & 24 to 29

Mr. Sahaj Garg, SPC with Ms. Katyayani Joshi, GP for R-1 in Item 29.

Ms. Archana Kumari, G.P. for UOI in Item No. 24. Mr. Ashish K. Dixit, SPC with Mr. Umar Hashmi, Mr. Ayush Kumar, Ms. Iqra Sheikh, Advocates and Ms. Sadhana Sandhu, G.P. for UOI in Item No. 26. Mr. Nishant Gautam, CGSC with Mr. Vineet Negi, Ms. Kavya Shukla and Mr. Vibhav V. Nath, Advocates in Item Nos. 25 & 27.

Ms. Arunima Dwivedi, CGSC Ms. Katyayani Joshi, GP with Mr. Amit Dutta and Ms. Monalisha Pradhan, Advocates for UOI in Item Nos. 28, 29.

Mr. Sahaj Garg, SPC with Mr. Deepansh Sharma, G.P. and Mr. Prakhar Negi, Advocates for R-1. Mr. Tushar Sannu, SC with Mr. Devvrat Tiwari, Advocates for WAPCOS in W.P.(C) 3091/2026.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

JUDGMENT

SANJEEV NARULA, J.:

The Controversy

1. These petitions arise from WAPCOS's decision to discontinue the contractual engagements of a large body of employees, many of whom had served for several years and some for more than a decade. Their grievance is not merely that their contracts were brought to an end. It is that WAPCOS repeatedly renewed those engagements, continued to deploy them in institutional roles, and yet never considered them under the route to regular appointment contemplated by its own Recruitment and Promotion Rules



(“R&P Rules”). The real question, therefore, is whether WAPCOS could allow such engagements to continue for years beyond the five-year threshold fixed by those Rules and then bring them to an end by relying upon their contractual character, without ever undertaking the consideration which the Rules themselves envisaged.

2. On 10th November, 2025, WAPCOS took a policy decision to discontinue further extensions of contractual engagements in non-technical categories. In most of these petitions, this was followed by substantially identical notices dated 30th January, 2026, informing the employees that their engagements would cease on 28th February, 2026. In two petitions, the contractual terms had already come to an end in December, 2025 pursuant to the same policy decision. The service histories were, however, very different. Some employees had served for about four years, many for a decade or more, and a few for over fifteen years. Several had moved from consolidated remuneration to contractual pay scales. In a number of cases, WAPCOS had only months earlier extended the very engagements which it now proposed to discontinue.

3. If these were ordinary fixed-term contracts that simply came to an end, the controversy would be much narrower. WAPCOS is entitled to organise its establishment, reassess its manpower requirements, adopt technology and decide not to continue contractual appointments indefinitely. The difficulty for them arises from its own Rules.

4. The R&P Rules did not treat contractual employment as a closed category from which movement into regular service was impossible. Annexure V contemplated that suitable and efficient contractual employees who had rendered at least five years of contractual service could be given



preference and opportunity for regular appointment, subject to vacancies, suitability and assessment by a Selection Committee. Many of the Petitioners crossed that point years ago. They continued to work and their contracts continued to be renewed. Yet, on the record before the Court, their cases were not considered under that provision before WAPCOS decided to discontinue further extensions.

5. The dispute, therefore, is not a simple contest between contractual appointment and regular service. Long service, by itself, creates no right to regular appointment. The present case raises a different question: whether employees who had entered the zone of consideration under WAPCOS's own Rules could be kept there for years without a decision, and then discontinued without that exercise ever being undertaken.

6. As the proceedings progressed, a wider concern surfaced. When asked to explain how the R&P Rules had been applied in the past, WAPCOS disclosed that a substantial number of contractual employees had been regularised over the years. It also stated that a later review had revealed serious irregularities in several such exercises. The record therefore raised a question not only about the Petitioners' individual contracts, but also about how WAPCOS had administered movement from contractual to regular employment.

7. The case cannot be decided merely by repeating that a contractual employee has no right to indefinite continuation or that length of service alone does not confer regular status. Both propositions are settled. The question is what follows when the manner of entry, length and continuity of service, qualifications, nature of work, conduct of the employer and WAPCOS's own regular-appointment framework are considered together.



Factual background

8. For convenience, the factual narrative is drawn principally from W.P.(C) 2601/2026, filed by Ms. Sandhya Saluja, and W.P.(C) 2691/2026, filed by Mr. Kuldeep Singh and 33 others. The remaining petitions challenge the same policy and arise from broadly similar employment arrangements, though individual periods of service, modes of entry and contractual histories vary. Those differences become important when relief is considered.

From temporary engagement to long institutional service

9. Ms. Sandhya Saluja's case is an appropriate starting point. She entered WAPCOS as a Training Expert under an order which expressly described the engagement as temporary and terminable even before completion of the stipulated period. The order stated:

"The engagement of Ms. Sandhya Saluja, Training Expert is purely temporary and this arrangement may cease at any time even prior to the completion period of engagement without assigning any reason thereof."

10. That was the basis on which she first entered WAPCOS. The relationship did not, however, end with a short assignment. Her engagement was renewed year after year. By 2018, the record shows her dealing with WAPCOS's institutional skilling targets and Ministry-related correspondence. A document concerning "Skilling Achievement 2017-18 and Target 2018-19" records her name as Training Expert.

11. In 2022, she was moved to the contractual pay-scale stream as Office Manager. On 30th September, 2025, WAPCOS again extended her engagement in the Human Resources Division, Gurugram, from 1st October, 2025 to 30th September, 2026. Four months later, by notice dated 30th January, 2026, she was required to leave on 28th February, 2026.



12. These facts do not, by themselves, answer the question of regularisation. They do, however, show why the matter cannot be concluded merely by describing the initial appointment as “temporary”. The nature of such an engagement must also be examined in light of the manner of recruitment, duration and continuity of service, nature of duties, and the employer’s own conduct. On that view, what began as a short-term engagement did not remain a brief arrangement; through repeated extensions by WAPCOS, it developed over twelve years into continuous service in the institution.

The larger cohort and the range of service

13. This pattern recurs in W.P.(C) 2691/2026. The Petitioners there have set out their employment history in tabular form. Since the length and continuity of service assume significance in the analysis that follows, the relevant particulars are reproduced below:

No.	Petitioner	Designation	Joining year/ pleaded service
1	Kuldeep Singh	Field Assistant	2009 / 16 years
2	Sher Singh Rawat	Messenger	2011 / 14 years
3	Ramkewal	Junior Assistant	2011 / 14 years
4	Sunil	Messenger	2011 / 14 years
5	Rajesh Kumar	Staff-cum-Driver	2012 / 13 years
6	Rajnish Koundle	Office Assistant	2012 / 13 years
7	Bhimsen	Attendant	2013 / 12 years
8	Sandeep Yadav	Office Manager	2012 / 13 years
9	Pallavi Pandey	Assistant	2014 / 11 years



No.	Petitioner	Designation	Joining year/ pleaded service
		Manager	
10	Santosh Kumar Bharti	Helper	2009 / 16 years
11	Sujit Kumar Yadav	Junior Assistant	2012 / 14 years
12	Devidas Wankhade	Field Attendant	2011 / 15 years
13	Bablu Barman	Cook	2012 / 13 years
14	Surender Kumar	Field Assistant	2012 / 13 years
15	Patel Kamleshkumar Jagdishbhai	Messenger	2011 / 14 years
16	Mukesh Kumar	Messenger Gr-II	2012 / 13 years
17	Naresh Kumar	Messenger	2013 / 12 years
18	Sanjay Dhondiyal	Office Assistant	2014 / 11 years
19	Raj Kumar	Messenger	2013 / 12 years
20	Shashank Rana	Office Manager	2013 / 12 years
21	Dharam Singh Rawat	Messenger	2014 / 11 years
22	Bhagat Singh	Messenger Gr-III	2014 / 11 years
23	Hitesh	Deputy Manager	2015 / 10 years
24	Anjali Kumari	Junior Assistant	2015 / 11 years
25	Arvind Singh Tomar	Media Relations Officer	2015 / 11 years
26	Nilesh Bhatt	Accountant	2015 / 11 years
27	A. Ranganathan	Caretaker-cum-Watchman	2015 / 10 years
28	Shikha Rani	Junior Assistant	2015 / 11 years



No. Petitioner	Designation	Joining year/ pleaded service
29 Sandeep	Field Assistant	2015 / 10 years
30 Pramod Kumar	Messenger	2016 / 10 years
31 Piyush Singh	Assistant	2016/9 years 11 months
32 Deepak Kumar	Junior PA	2016/ 9 years 6 months
33 Rohit Sharma	Office Assistant	2010-13 and from 2020 onwards/ aggregate 8 years; present spell above 5 years
34 Sumit	Field Assistant	2010-13 and from 2021 onwards/ aggregate 8.5 years; present spell above 5 years

14. The table shows a substantial range in service length. Several Petitioners claim between ten and sixteen years. Piyush Singh was shown, when the petition was filed, at 9 years and 11 months and Deepak Kumar at 9 years and 6 months. Rohit Sharma and Sumit had interrupted earlier spells but had crossed five years in their present engagements.

15. These figures are pleaded and the precise periods must ultimately be verified from the service records. They are nevertheless relevant because a



decade of service has figured in several recent decisions concerning long-serving temporary employees. That does not make ten years a statutory cut-off. Nor would it be appropriate, on these facts, to place an employee with 9 years and 11 months of service in a fundamentally different class from a colleague with ten years merely because the impugned action intervened a few weeks earlier. Length of service has to be assessed in context.

16. The connected petition filed by Dayakishan Joshi and others illustrates the other end of the range. Most of those Petitioners claim between six and nine years of service, including Dayakishan Joshi, Megha Pokhriyal, Mohit Goel, Nimmi Bharti, Dipika, Neha Gupta and others. Sangeet Sharma and Harsh Kumar Sharma, however, were shown as having served only about four years when their petition was filed.

17. They cannot, however, be granted the same relief merely because they received notices in substantially identical terms. The nature of judicial intervention must turn on the length and continuity of service, the stage reached under the R&P Rules, and the other petitioner-specific circumstances.

WAPCOS's November 2025 policy decision

18. The Office Order dated 10th November, 2025 is important also for WAPCOS's own account of the position which preceded it. The Order recorded that contractual engagements originally made for short-term administrative or project requirements had, in several cases, continued through successive extensions even after the original exigency had ceased. It stated:

“a number of such engagements have continued through successive extensions, even in cases where the original exigency no longer exists/project completed.”



19. WAPCOS stated that it wished to prevent contractual appointments from assuming “the character of continuing or quasi-permanent employment”. Referring to digital processes, outsourcing and integrated service delivery, it concluded that future operational requirements could be met through internal redeployment, automation and need-based outsourcing rather than repeated extensions. It therefore decided to discontinue the practice of granting further extensions to non-technical contractual employees.

20. The policy itself thus records that successive extensions had carried some engagements well beyond the short-term requirements for which they began. WAPCOS was entitled to decide that this practice should not continue indefinitely.

21. However, what the policy did not address was the position of employees who had already crossed the five-year stage under the existing R&P Rules. Nor did it repeal, supersede or amend Guideline (j),¹ which WAPCOS had historically followed. No Board decision withdrawing that provision has been also placed before the Court.

The notices dated 30th January, 2026

22. The November policy was implemented in two ways. In W.P.(C) 3768/2026 and W.P.(C) 8700/2026, the contractual terms came to an end in December, 2025 and were not renewed. In the remaining petitions, however, WAPCOS issued individual notices dated 30th January, 2026 which went further. Rather than allowing the existing terms to run their course, the notices invoked Clause 7 and sought to bring the engagements to an end on one

¹ Guideline (j), in its original and subsequently amended form, is set out in paragraphs 42 and 47, respectively.



month's notice. Clause 7 reads:

"That the contract of service can be terminated by either party by giving one month notice or salary in lieu of notice."

23. Kuldeep Singh's notice, for example, referred to a "comprehensive review of organisational, administrative, and functional requirements, including rationalisation and optimisation of contractual manpower". It stated that personnel in the relevant category would not be required after 28th February, 2026, described the decision as one driven by organisational considerations, and invoked Clause 7. The other notices are materially similar.

24. The representations made immediately thereafter show the practical effect of the notices. Shikha Rani wrote on 31st January, 2026 that she was being required to leave in February despite an extension up to 30th September, 2026 and more than ten years of service. Piyush Singh, whose pleaded service then fell just short of ten years, referred to the professional uncertainty caused by the decision and sought consideration for regularisation.

25. These service histories are relevant in assessing the character the employment acquired over time, WAPCOS's continued need for the work performed, and whether its own Rule-based mechanism ought to have been addressed before the engagements were discontinued.

How the litigation evolved

26. The course of these proceedings is relevant because the regularisation issue did not fully emerge at the first hearing.

27. On 27th February, 2026, the immediate concern was the proposed mid-term discontinuance. WAPCOS relied upon Clause 7, manpower rationalisation, automation and ERP implementation, reduction of manual work in HR, Finance and Administration, financial and operational pressures



including high debtor days, and its assurance that the Petitioners would not be replaced by outsourced personnel.

28. WAPCOS was therefore directed to place the reasons for its action on affidavit and to produce “the material that informed the decision”.

29. Interim protection was confined to the contractual terms already granted by WAPCOS, which were due to expire between 31st March and 30th September, 2026. The order expressly clarified that it did not extend any contract or create a right to regularisation.

30. W.P.(C) 3091/2026 was filed later. Two Petitioners there had already been prevented from resuming duty after 28th February although their contractual terms continued until 31st March. Their counsel acknowledged that they ought to have approached the Court earlier. The Court nevertheless found no material distinction and extended the same limited protection until the stipulated expiry date.

31. On 27th March, 2026, Ms. Rashmi Chopra, Senior Counsel for the Petitioners, drew attention to the five-year provision in WAPCOS’s own Rules. She submitted that employees who had served for ten to fifteen years had never been considered under that provision, even though a substantial number of contractual employees with much shorter service had earlier been regularised.

32. WAPCOS did not dispute those earlier regularisations. Mr. Chetan Sharma, ASG, stated that approximately 190 contractual employees had been regularised under a policy which left the matter to the discretion of the management.

33. That answer led to a further enquiry. The Court called for the advertisements or notices, criteria, evaluation process, Selection Committee



recommendations, minutes and other contemporaneous material relating to the earlier exercises. WAPCOS was also directed to clarify whether the Petitioners had worked against sanctioned posts and to disclose its sanctioned strength and vacancy position.

34. When WAPCOS examined its records for that purpose, the position changed materially. Its additional affidavit disclosed that approximately 195 contractual employees had been regularised in phases over the years. The review then undertaken, according to WAPCOS, disclosed deficiencies in several exercises: sanctioned vacancies were not always identified, eligibility and qualifications were not consistently verified, performance and suitability were not assessed through a demonstrable structure, and a Selection Committee process in the form contemplated by the Rules was not always evident from the record. WAPCOS also pointed to discrepancies in designations and pay scales.

35. WAPCOS thereafter initiated corrective proceedings and ultimately issued show-cause notices in a large number of cases. The validity of those earlier regularisations, and of the corrective action subsequently taken, is not being decided in these petitions.

36. WAPCOS also placed its financial condition and establishment strength in issue. Since those matters were relied upon to justify the decision under challenge, the Court required WAPCOS to file the audited financial material and the contemporaneous record relating to surrender of posts.

37. The material subsequently filed showed that the restructuring proposal was dated 24th June, 2026. It proposed surrender of 682 vacant posts, creation of 51 below-Board-level posts and a revised sanctioned strength of 910 against 814 employees then in position. Even on that revised strength, 96 posts



remained vacant, including 32 non-technical posts.

38. The chronology is important. The November policy and the January notices preceded the June restructuring proposal. That proposal may be relevant to WAPCOS's present establishment position and to future manpower decisions. It cannot, however, be treated as the contemporaneous material or retrospectively supply the basis for the earlier decision to discontinue the Petitioners' engagements.

The rival positions

39. The Petitioners' case is straightforward. They contend that WAPCOS recruited them, retained them year after year, moved many into contractual pay scales, deployed them on continuing institutional functions and yet never applied the five-year mechanism contained in its own Rules. They rely upon the earlier regularisations not as a demand that an illegality be repeated, but as part of the history of WAPCOS's treatment of its contractual workforce. The later discovery of defects in some of those exercises, they submit, cannot justify denying them lawful consideration altogether.

40. WAPCOS's answer is also clear. It submits that each appointment remained contractual and that the terms conferred no right to extension, seniority or regular appointment. Guideline (j), according to WAPCOS, is discretionary and depends upon vacancies, suitability and management assessment. It also contends that the Petitioners have not established constitutionally compliant initial entry through an open and competitive process, were not appointed against sanctioned regular posts, cannot rely on earlier regularisations as a foundation for negative equality, and that its present manpower requirements have changed because of restructuring and technology, against a background of financial and operational constraints.



41. The controversy cannot be resolved by the ‘contractual’ or ‘temporary’ label alone, nor by length of service alone. The constitutional principles governing public employment must be applied in the context of the service framework which WAPCOS itself created and administered.

The WAPCOS Recruitment and Promotion Rules

42. The R&P Rules add an important feature to the regularisation claims in this batch. They expressly recognise contractual engagement and also provide a route by which contractual employees could be considered for regular appointment. The relevant portion is extracted below:

“j) Wherever any regular vacancies arises, the contract employees may be given an opportunity to compete with other candidates. They would be given relaxation in respect of age etc. but no benefit for serving WAPCOS since benefits may come in conflict with the interest of other candidates from open market.

43. Clause 11.2 sets out the basic structure. The Rules apply to appointments against regular requirements and sanctioned posts in the Delhi/Gurugram headquarters establishment. Short-term project requirements, whether at the field, site or headquarters, could be met through contractual, deputation or ad hoc appointments for the duration of the project, with the approval of the CMD. Contractual employment was to be regulated by Annexure V.

44. Annexure V, titled “Guidelines for Hiring of Contract Employees”, prescribed the manner of contractual engagement. In Delhi/Gurugram, panels were contemplated through newspaper advertisements and names obtained from Employment Exchanges, followed by interviews. At regional offices and project sites, public processes were contemplated for larger requirements, while smaller requirements could be met from applications received by the



Company. Advertised walk-in interviews were permitted in urgent cases. A later amendment also recognised applications received through the careers section of WAPCOS's website, walk-in interviews and applications received directly from interested candidates.

45. Annexure V also recognised that contractual requirements could extend beyond an initial term. Extensions depended upon continuing requirements. Contract employees were ordinarily to receive consolidated remuneration. For longer project requirements, however, the management could consider the pay scale and allowances of an equivalent post, including where regular-cadre personnel were unavailable for project work or for work "of regular nature against the regular vacancy".

46. Placement in a contractual pay scale did not make the employee regular or establish, by itself, occupation of a sanctioned permanent post. It is nevertheless part of the factual setting because Annexure V itself contemplated contractual service extending beyond a brief assignment and, in appropriate cases, deployment against work of a regular nature.

47. Guideline (j) lies at the centre of the controversy. As noted above, its original formulation contemplated an opportunity for contractual employees to compete for regular vacancies, with relaxation in age and other eligibility conditions. The amendment approved in the 180th Board Meeting held on 25th June, 2010 added the following:

"Suitable and efficient contract employees, who have rendered at least 5 years contract service in the Company, can be given preference and opportunity, at the discretion of the management, for regular appointment against direct recruitment vacancies including vacancies against deputation quota, subject to their suitability."

48. The provision further contemplated assessment by a Selection



Committee of the employee's performance on the job, qualifications, experience and suitability before recommendation for regular appointment.

49. Read as a whole, Guideline (j) has three features relevant to the present controversy.

50. First, five years did not confer regular status. Guideline (j) speaks of preference and opportunity, not automatic absorption. Regular appointment remained dependent upon suitability and the recruitment and vacancy framework applicable to the post.

51. Second, the five-year stipulation nevertheless has operative content. It marks the point at which a suitable and efficient contractual employee becomes eligible for the preferential route under Guideline (j). Whether that route leads to regular appointment remains subject to suitability, vacancies and the discretion of management. However, where the record shows that WAPCOS had itself invoked this mechanism in the past to move contractual employees into regular service, it could not leave the provision unaddressed in the case of other eligible employees whom it continued to retain through successive extensions.

52. Third, the discretion reserved to management was not unfettered. It had to be exercised on relevant and objective considerations. WAPCOS could reject a claim for legally sustainable reasons, such as an impermissible initial entry, lack of qualification or suitability, an adverse service record, absence of an appropriate vacancy, or cessation of genuinely project-specific work. It could not, however, retain Guideline (j) in the Rules while leaving eligible claims unaddressed through successive extensions.

53. Five years therefore matters in this batch for one simple reason: WAPCOS defined that period.



54. Service beyond five years has a different effect. It does not create another statutory threshold, but it may strengthen the substantive claim. An employee retained briefly after five years and another retained for a further five or ten years both fall within Guideline (j), but their service histories are plainly not the same.

55. The further years of service are therefore not merely incidental. They may indicate that the work was recurring, that WAPCOS continued to require and accept the employee's services, and that the Rule-based consideration remained unattended despite a continuing relationship

What the law permits

56. *Secretary, State of Karnataka v. Umadevi*² remains the starting point. Public employment must conform to the constitutional scheme under Articles 14 and 16. Regularisation is not a mode of recruitment and cannot cure an appointment made in violation of that scheme or the applicable recruitment rules.

57. *State of Karnataka v. M.L. Kesari*³ explained the limited one-time exercise contemplated in paragraph 53 of *Umadevi*. It clarified that the ten-year requirement under that exercise referred to employees who had completed the stipulated period as on 10th April, 2006, subject to the other conditions in *Umadevi*.

58. *Jaggo v. Union of India*⁴ concerned workers engaged by the Central Water Commission as Safaiwalis and Khallasi/Mali on part-time or *ad hoc* terms, who continued for long periods in housekeeping and support functions

² (2006) 4 SCC 1.

³ (2010) 9 SCC 247.

⁴ 2024 SCC OnLine 3826.



necessary to the functioning of the establishment. The Supreme Court did not treat *Umadevi* as a bar merely because the initial engagement was not regular. It looked instead to the substance of the relationship: there was no finding of an illegal or surreptitious entry, the duties were recurrent and integral to the office, and the employees had rendered prolonged and unblemished service. On that basis, the Court set aside the termination and directed regularisation, while declining back wages for the period during which no work was performed.

59. *Bhola Nath v. State of Jharkhand*⁵ is closer to the present context. There, sanctioned posts of Junior Engineer had been advertised, the employees entered through a selection process and the State continued them through repeated contractual renewals for more than a decade. The Supreme Court granted substantive relief of regularization holding that the employer could not rely on contractual nomenclature alone after having taken their services in that manner for such a length of time.

60. *Madan Singh v. State of Haryana*,⁶ relied upon by WAPCOS, marks the limits of that approach. The Supreme Court declined to sustain a regularisation policy which extended to employees whose initial engagement was made without public advertisement or interview, and where the record did not inspire confidence as to the manner of their engagement. The decision therefore reinforces *Umadevi*'s central rule: long service cannot legitimise an entry which was constitutionally impermissible at inception. It does not, however, justify treating every contractual appointment as illegal, or excluding the relevance of long service where the employee entered through

⁵ 2026 INSC 99.

⁶ 2026 INSC 379.



a recognised and fair process and the employer's own Rules contemplated consideration for regular appointment.

61. In ***Pawan Sharma v. Government of NCT of Delhi***,⁷ a Division Bench of this Court granted regularisation to long-serving nursing and para-medical personnel whose entry mirrored a regular recruitment process, who possessed the prescribed qualifications and who had discharged continuing institutional functions for many years.

62. That judgment was carried to the Supreme Court in ***Government of NCT of Delhi v. Pawan Sharma***.⁸ The Supreme Court declined to interfere with the direction to regularise. It modified the judgment only to protect the seniority of persons regularly appointed in the interregnum and directed that the employees being regularised would rank below them.

63. In ***Mohd. Ansari v. Delhi Technological University***,⁹ this Court dealt with employees engaged in 2010-11 pursuant to public advertisements and a selection process who had continued for about fifteen years. The Court directed a structured examination of sanctioned strength and vacancies, including creation or augmentation of posts where necessary, followed by consideration for regularisation.

64. The cross-appeals from that judgment were decided by the Division Bench in ***Om Prakash Gaur & Ors. v. Delhi Technological University*** and ***Delhi Technological University v. Mohd. Ansari & Ors.***¹⁰ on 19th August, 2026. The Division Bench noticed that the employees had been engaged in

⁷ 2025:DHC:9789-DB.

⁸ In SLP (C) No. 17550/2026, decided on 14th May, 2026.

⁹ In W.P.(C) 10830/2020, decided on 10th March, 2026.

¹⁰ 2026:DHC:6891-DB.



2010-11 through public walk-in/advertised selections, at a time when formal recruitment rules were not in place, and had thereafter served continuously for about fifteen years in recurring institutional functions. It treated the initial engagement, in that setting, as irregular rather than illegal and held that ***Umadevi*** could not be used as a blanket bar to deny regularisation. The Bench directed regularisation against available posts and, where an appropriate vacancy or sanctioned post was not available, by creation of personal supernumerary posts, without disturbing the rights of regular employees.

65. The thread running through these decisions is not that time spent in contractual service, by itself, commands regularisation. The enquiry is more exacting. It requires the Court to examine the legality of the initial entry, the employee's qualifications, the continuity and duration of service, the nature of the work performed, the service record, and the employer's own conduct in allowing a temporary arrangement to mature into a long working relationship.

66. Long service is therefore a substantial factor, but never an isolated one.

Five years is the Rule-based threshold; long service affects the remedy

67. The Petitioners before the Court range from about four to sixteen years of service. The significance of that difference has to be understood first through WAPCOS's own Rules.

68. Five years has distinct legal significance because Guideline (j) itself prescribes that period. A contractual employee who completes five years enters the zone of consideration created by that provision. An employee who does not complete that period cannot invoke Guideline (j). Any claim to regularisation outside that provision must therefore rest on an independent legal basis. None has been established in these petitions for employees below



the five-year threshold.

69. Service beyond five years remains relevant. Repeated renewal after the five-year point may demonstrate the enduring nature of the work and WAPCOS's continuing reliance upon the employee, particularly where the mechanism contemplated by the Rule was never applied.

70. A decade of service is not an independent statutory threshold. Its relevance here is factual and remedial. Where an employee has continued for several years after entering the field contemplated by Guideline (j), the Court must consider whether a mere direction for consideration under that provision would still provide an effective remedy, or whether the cumulative service record warrants substantive relief.

71. The period of service cannot, for that purpose, be frozen on the date on which the writ petition was filed. Piyush Singh and Deepak Kumar, for instance, were then pleaded to have completed 9 years and 11 months and 9 years and 6 months respectively. To the extent that they and other Petitioners thereafter continued to render service during contractual terms already granted by WAPCOS, that actual service must also be counted. The interim orders did not create or extend their contractual tenure; they merely prevented premature discontinuance during an existing term.

72. Ten years is therefore used in this judgment only to identify the long-service cohort for the purpose of moulding relief. It is not itself a source of entitlement. The relief granted to that cohort rests upon the cumulative circumstances already identified, including the manner of entry, qualifications, length and continuity of service, repeated renewals, nature of the work and WAPCOS's failure to address Guideline (j) over the intervening years.



73. Employees with only three or four years of service stand differently. They had not crossed even the threshold fixed by WAPCOS itself and cannot invoke Guideline (j) merely from the fact of contractual employment.

Entry into service: what does the record show?

74. Long service cannot cure an illegal entry. That principle from *Umadevi* remains fully applicable. But the enquiry cannot begin from the opposite assumption that a contractual appointment is illegal merely because it is contractual.

75. Annexure V itself recognised and regulated contractual recruitment. The contractual framework under which WAPCOS made such engagements was therefore part of its own R&P structure. The relevant question is whether the particular employee entered through a mode recognised by that framework and consistent with the minimum requirements of fair public employment.

76. There is material showing how that system operated. The Petitioners in W.P.(C) 2691/2026 state on affidavit that their appointments followed public advertisements, the WAPCOS Data Bank or Employment Exchange route, scrutiny of qualifications and interviews. WAPCOS recruitment notices placed on record also show Data Bank recruitment for categories such as Office Manager, Accountant, Office Assistant, Field Assistant, Work Assistant and Messenger, followed by shortlisting and interview. Later material refers to skill tests or interviews and reservation requirements.

77. These documents do not establish the individual recruitment history of every Petitioner. They are nevertheless significant because they contradict the suggestion that contractual engagement at WAPCOS was necessarily a private or clandestine mode of entry.

78. Ms. Sandhya Saluja's case illustrates the point. She states that she was



interviewed before engagement. WAPCOS accepts that she joined as a Consultant on 6th February, 2014. Its objection is that her engagement remained contractual and was not against a sanctioned regular post. However, what is absent is any allegation that she entered through private nomination, patronage, fraud, misrepresentation or some clandestine process.

79. The original counter-affidavits likewise did not set up a petitioner-wise case of backdoor entry. WAPCOS relied more generally upon the contractual nature of the appointments, absence of appointment against sanctioned permanent posts, and absence of the recruitment process applicable to regular appointments. In one counter-affidavit, while dealing with Guideline (j), it also stated that the provision could not assist contractual appointees who had not undergone an open recruitment process.

80. These enquiries must be kept distinct. A person not recruited directly to a regular post is not, for that reason alone, a backdoor entrant. Annexure V created a recognised route for contractual recruitment. Entry through that route did not make the employee regular from inception, but the absence of regular-post recruitment did not, by itself, render the contractual entry illegal.

81. WAPCOS developed this objection in its later affidavit by asserting that the employees had not entered through a regular, open and competitive process. The assertion, however, remained a general objection. It did not identify, petitioner by petitioner, the specific defect which made the initial contractual entry constitutionally impermissible.

82. That distinction matters because the primary records of recruitment are principally in WAPCOS's custody. For employees engaged ten or fifteen years ago, an advertisement, panel or interview sheet may no longer be immediately available. Such incompleteness in the record may call for



verification. It does not, without more, establish that the employee entered through a private, clandestine or otherwise impermissible route.

83. Any exclusion on the ground of illegal entry must rest upon contemporaneous material concerning that employee. The contractual label, absence of an initial sanctioned regular post, or mere non-availability of an old file will not suffice.

84. This does not dilute *Umadevi*. If contemporaneous material shows a private nomination, patronage, absence of a required fair process, want of prescribed qualification, fraud, misrepresentation or other clandestine induction, long service cannot cure the defect. Nevertheless, such illegality must be established, not presumed.

The earlier regularisations

85. The Petitioners also rely upon the earlier regularisations, approximately 195 in number, to claim similar treatment. That claim cannot succeed merely on parity. WAPCOS's own review has identified serious irregularities in several of those exercises and corrective proceedings have followed. About 171 show-cause notices were issued in July, 2026, while other cases remained under review. Some of those measures have themselves been challenged before this Court, including in *Ankur Verma & Ors. v. WAPCOS*, W.P.(C) 11703/2026.

86. Yet the earlier regularisations are not irrelevant. They show that WAPCOS had, over the years, moved contractual employees into regular service. Their relevance is limited to demonstrating that such movement formed part of WAPCOS's own service framework; they do not establish the legality of the individual exercises.

87. Article 14 does not require WAPCOS to repeat an irregular



regularisation exercise, and the Petitioners cannot claim appointment on that basis alone. But the irregularities now identified by WAPCOS do not extinguish Guideline (j). So long as that provision remains part of the R&P Rules, employees falling within it are entitled to have their claims dealt with lawfully.

The reach of the November policy

88. WAPCOS was entitled to decide that its future manpower model would not depend upon repeated extensions of non-technical contractual employees. The November policy addressed a concern which WAPCOS itself had identified: engagements made for short-term requirements had, through successive extensions, continued far beyond their original purpose.

89. That was a legitimate organisational choice. There is therefore no ground to quash the Office Order dated 10th November, 2025 merely because it sought to rationalise the contractual establishment for the future.

90. The policy could not, however, treat existing claims as though they had never arisen. It did not repeal Guideline (j), nor did it address the position of employees who had crossed the five-year stage years earlier and were thereafter repeatedly retained. Their claims had to be dealt with notwithstanding the subsequent change in policy.

The financial constraints and manpower restructuring defences

91. WAPCOS pressed its financial position with some emphasis during the proceedings. The Court approaches that issue with restraint. Profitability does not necessarily mean financial comfort; a public sector company may face receivable delays, liquidity pressures and operational constraints despite reporting profits.

92. The audited material does show financial and project-related concerns.



It does not, however, support the description advanced during hearing of WAPCOS being a “sinking ship” whose survival depended upon discontinuance of these employees. More importantly, WAPCOS subsequently clarified that financial non-viability was not being relied upon as an independent ground to defeat the Petitioners’ claims.

93. There is also no contemporaneous quantified financial assessment on record linking the financial indicators now relied upon to the Office Order dated 10th November, 2025 or the notices dated 30th January, 2026. The financial material therefore cannot answer the regularisation claims.

94. The manpower restructuring requires similar care. The Court is not called upon to determine whether WAPCOS should have a sanctioned strength of 1,541, 910 or any other figure. The restructuring exercise of June, 2026 may govern its establishment prospectively and its validity is not under challenge here.

95. Its relevance to the impugned action is limited by chronology. A restructuring proposal prepared on 24th June, 2026 cannot retrospectively become the review which the January notices stated had already informed the decision to discontinue contractual personnel.

96. Nor does the figure of 682 surrendered vacancies establish absence of all regular vacancies. WAPCOS’s own revised figures show 96 vacant posts after restructuring, including 32 non-technical posts. Whether a particular vacancy corresponds to a Petitioner’s post, cadre or recruitment quota is a different question.

97. The later restructuring may therefore guide current and future establishment decisions. It does not answer WAPCOS’s earlier failure to deal with employees whose cases had entered the field contemplated by Guideline



(j) years before.

The effect of interim protection

98. The interim orders have altered the practical position. Employees whose contracts were subsisting were permitted to continue only until the expiry dates already fixed by WAPCOS. The Court did not extend those contracts; it merely protected the employees against premature discontinuance during the terms which WAPCOS itself had granted.

99. The legality of the January notices nevertheless requires determination. Clause 7 conferred a contractual power to terminate an engagement on one month's notice. That power was not, however, unstructured merely because it arose from contract. WAPCOS is an instrumentality of the State and its contractual powers remain subject to Article 14. More importantly, the Office Order dated 10th November, 2025 did not direct premature termination of subsisting contracts. It decided to discontinue the practice of granting further extensions.

100. The notices dated 30th January, 2026 travelled beyond that policy. They sought to curtail contractual terms which WAPCOS itself had already granted, in several cases only a few months earlier, by applying Clause 7 across the category. No petitioner-specific material has been shown to demonstrate that the particular requirement had ceased, that the employee had become surplus, or that some intervening circumstance warranted premature termination of that existing term. The later restructuring exercise of June, 2026 cannot retrospectively supply that basis.

101. Clause 7 could therefore not be used as a blanket mechanism to bring subsisting contractual terms to an end before their stipulated expiry merely because WAPCOS had decided not to grant further extensions in future. To



that extent, the January notices were unsustainable. The interim orders preserved the position which ought to have prevailed: the employees were entitled to continue until the expiry of the contractual terms already granted by WAPCOS. This conclusion does not prevent WAPCOS from declining future extensions in accordance with the November policy, subject to the separate claims considered in this judgment under Guideline (j).

102. A different position arises where the contractual term had already expired before interim protection could operate. In W.P.(C) 3768/2026, for example, WAPCOS states that the contracts expired on 31st December, 2025 and were not renewed. There was no subsisting contractual term in such cases which Clause 7 purported to curtail.

Vacancies, sanctioned posts and the form of implementation

103. WAPCOS also relies upon the absence of sanctioned posts and vacancies. The objection is relevant, but not conclusive. Regular appointment must ordinarily be made within an authorised establishment. That does not make the original contractual entry illegal merely because it was not to a regular post. The availability of a corresponding vacancy becomes material when regular appointment is considered and when relief is implemented.

104. The R&P framework itself makes the distinction clear. Annexure V permitted contractual engagements, principally for project requirements, without requiring them to be made against sanctioned regular posts. Guideline (j) thereafter contemplated the consideration of such contractual employees for regular appointment against available vacancies. The fact that a contractual employee was not initially engaged against a sanctioned regular post cannot, therefore, be used to characterise the entry itself as illegal or to exclude the employee from the consideration contemplated by Guideline (j).



The existence of an appropriate sanctioned vacancy becomes relevant at the latter stage.

105. WAPCOS's own figures also do not support a case of complete non-availability of vacancies. The restructuring proposal contemplated surrender of 682 vacant posts and creation of 51 posts. Even thereafter, the revised sanctioned strength stood at 910 against 814 employees in position, leaving 96 vacancies, including 32 non-technical posts. Whether any such vacancy corresponds to a particular Petitioner or falls within the applicable direct-recruitment quota is a matter to be examined at the stage of implementation.

106. Nor can the absence of an immediately available vacancy be treated as an absolute bar in every case. In *Delhi Technical University*, the Division Bench directed consideration against available vacancies and further provided that, where the relevant vacancy was unavailable or the post itself was not sanctioned, personal supernumerary posts should be created for regularising eligible employees.

107. The absence of an immediately available sanctioned post is therefore not, by itself, a complete answer where an employee is otherwise found entitled to substantive relief. WAPCOS must first consider an available corresponding or equivalent vacancy. If none is available, a personal supernumerary post may be created in the limited manner directed below, without disturbing the cadre, reservation roster or rights of existing regular employees.

Calibrating the relief

108. The Petitioners do not stand on the same footing. The appropriate relief must therefore be calibrated, principally by reference to length of service, but also by reference to the other considerations already discussed. Three



categories emerge.

A. Employees whose service has reached, or substantially approached, a decade

109. The first category consists of employees whose contractual service has extended to about a decade or more. By then, WAPCOS had continued the engagement for several years after the employee crossed the five-year stage, through successive extensions granted by WAPCOS itself.

110. The consequences are practical as well as legal. An employee who has spent ten, twelve or fifteen years in one public-sector establishment has devoted a substantial part of their working life to that employment. Many may, by then, have crossed the ordinary age bands within which fresh entry into comparable public employment is realistically available. More importantly, the service history is itself evidence: it reflects repeated decisions by WAPCOS to retain the employee, continued acceptance of the employee's work, and a prolonged failure to address the mechanism created by its own Rules.

111. Length of service in such cases is therefore not merely an appeal to sympathy or equity. Read with non-illegal entry, requisite qualifications, satisfactory service and the authorities discussed above, the prolonged retention of an employee in continuing institutional work materially affects the form of relief.

112. For the purposes of this batch, Category A shall comprise Petitioners who have completed ten years or more of actual contractual service with WAPCOS or are within six months of completing that period. Service actually rendered during a contractual term already granted by WAPCOS shall be counted, notwithstanding that premature termination during that term was



prevented by an interim order of this Court. The interim orders themselves shall not be treated as having created or extended any contractual tenure.

113. The six-month margin is intended to avoid an artificial distinction between materially similar service histories. Suman Yadav, in W.P.(C) 8700/2026, for instance, is pleaded to have rendered 9 years and 8 months of service when her contractual engagement expired on 31st December, 2025. To exclude her while including an employee whose already-granted contractual term carried the latter across ten years would make the relief turn on a difference of a few months. This classification is confined to the facts of this batch; it does not make ten years, or nine years and six months, a general threshold for regularisation.

114. In the case of Category A, another open-ended remand to the same unexercised discretion would not provide an adequate remedy. The claim rests upon the cumulative effect of long and substantially continuous service, the manner of entry discussed above, repeated official renewals, continuing institutional deployment, WAPCOS's failure to undertake the Rule-based exercise when it became relevant, and the principles recognised in **Jaggo**, **Bhola Nath**, **Pawan Sharma** and **Om Prakash Gaur**. Subject to the limited verification directed below, these employees are entitled to regularisation.

B. Employees who completed five years but do not fall in Category A

115. The second category consists of employees who completed five years of contractual service but whose service does not fall within the long-service category above. They entered the field contemplated by Guideline (j), but completion of five years alone does not justify a direction for automatic regularisation.

116. Their entitlement is to a genuine, individual and time-bound



consideration under Guideline (j). That exercise must examine the manner of entry, qualification, performance, length and continuity of service, nature of the work, the relevant vacancy position from the point at which the employee became eligible for consideration, and WAPCOS's continued use of the employee thereafter.

117. Since the failure to undertake that exercise is attributable to WAPCOS, these employees should not be left without employment during the pendency of the exercise. Those presently continuing will therefore remain on contractual status until their cases are decided. Those whose engagements have ceased will be restored prospectively on the same contractual footing for that limited period. That protection does not confer regular status or create an independent equity in favour of continuation if the Rule-based claim is ultimately rejected.

C. Employees who did not complete five years

118. A Petitioner who had not completed five years by the stipulated expiry of the contractual term which was in force when the impugned action was taken cannot invoke the special route under Guideline (j). Service actually rendered under the interim orders up to the original expiry of that term will count; the interim orders did not themselves extend any contractual term.

119. If, on verification, Sangeet Sharma, Harsh Kumar Sharma or any other Petitioner falls below that threshold, the claim under Guideline (j) must fail. This does not prevent WAPCOS from extending any benefit under some other valid statutory or policy framework. No independent enforceable right of that nature has, however, been established in these petitions.

Directions

120. The petitions are accordingly disposed of in the following terms:



- (i) The Office Order No. 5/858/2025/HR dated 10th November, 2025 is upheld as a prospective manpower measure. WAPCOS remains free to rationalise, modernise and restructure its establishment in accordance with law. The Office Order cannot, however, be applied to defeat claims which had already entered the field of consideration under Guideline (j), or the relief granted by this judgment.
- (ii) The notices dated 30th January, 2026 are set aside to the extent they purported to terminate subsisting contractual engagements before the expiry of the terms already granted by WAPCOS.
- (iii) The Petitioners shall stand classified in Categories A, B and C in accordance with paragraphs 112, 115 and 118 above. WAPCOS may verify the dates and periods of service from its records. For this purpose, service actually rendered during the contractual tenure fixed by WAPCOS shall be counted, including where premature termination of that tenure was prevented by an interim order of this Court. The interim orders shall not, however, be treated as extending the contractual tenure beyond its original expiry date.
- (iv) The Petitioners falling in Category A shall be regularised. Before issuing the order of regularisation, WAPCOS may verify only:
- (a) the length and continuity of contractual service;
 - (b) whether the employee possessed the requisite qualification for the corresponding or equivalent regular post under the R&P Rules applicable at the relevant time;
 - (c) whether there is any material adverse service, disciplinary or vigilance record which would render the employee legally ineligible or unsuitable for regular appointment;
 - (d) whether the available contemporaneous official material shows that the



initial engagement was traceable to a mode recognised by Annexure V as applicable at the relevant time, or to another public-facing selection process involving an advertisement, Data Bank, Employment Exchange, careers portal, walk-in process, interview, skill test or other comparable means of selection;

(e) whether petitioner-specific contemporaneous material establishes that the employee entered through private nomination, patronage, fraud, misrepresentation, influence or another constitutionally impermissible or clandestine route; and

(f) where the original recruitment file is no longer available, WAPCOS may rely upon other contemporaneous official material concerning the engagement, including appointment orders, advertisements, Data Bank notices, panels, interview or skill-test records, extensions, pay-scale orders, performance records and departmental correspondence. Mere non-availability of the original recruitment file shall not, by itself, establish an illegal entry. The exercise under this direction is one of limited verification and not a fresh consideration of whether a Category A Petitioner ought to be regularised.

(v) Contractual entry shall not be treated as illegal merely because the employee was not initially appointed against a sanctioned regular post or through the recruitment process applicable to regular appointments. The enquiry shall be whether the initial contractual engagement was traceable to a mode recognised by Annexure V as applicable at the relevant time, or to another public-facing selection process of the kind referred to in direction (iv)(d) and whether the same was not constitutionally impermissible in the sense explained above.

(vi) Category A Petitioner shall first be adjusted against an available



corresponding or equivalent regular vacancy. Such adjustment shall not disturb the applicable reservation roster. If no appropriate vacancy is available, WAPCOS shall create a personal supernumerary post for the concerned employee, coterminous with their service. Such post shall remain outside the regular vacancy pool, shall not alter the sanctioned cadre or reservation roster, shall not affect the promotional or seniority rights of regular employees, and shall lapse upon cessation of the concerned employee from service.

(vii) A Category A Petitioner who is presently continuing shall continue without interruption until the regularisation order is issued. A Category A Petitioner whose engagement has ceased pursuant to the impugned policy or notices, or by non-renewal in implementation thereof, shall be restored to the same contractual status within a week and shall continue on that basis pending completion of the verification under direction (iv). Upon successful completion of such verification, the regularisation order shall be issued. Such restoration shall operate prospectively and no back wages shall be payable for any period during which no service was actually rendered.

(viii) If, upon verification under direction (iv), WAPCOS proposes to exclude a Category A Petitioner from regularisation, it shall identify the petitioner-specific material relied upon, furnish its substance to the concerned employee and afford a reasonable opportunity to respond before passing a brief reasoned order. Upon such order being passed, the continuation or restoration directed under direction (vii) may be brought to an end in accordance with law. The employee shall remain at liberty to challenge the order in appropriate proceedings.

(ix) In the case of a Category A Petitioner presently continuing in service,



regular pay and other prospective service benefits shall be admissible from the date of this judgment. In the case of a Category A Petitioner restored to contractual service pursuant to direction (viii), upon successful completion of verification and issuance of the regularisation order, regular pay and other service benefits shall be admissible from the date of such restoration. There shall be no entitlement to arrears representing the difference between contractual and regular pay for any period prior thereto.

(x) Consistent with the order of the Supreme Court in ***Government of NCT of Delhi v. Pawan Sharma***, regularisation or regular appointment pursuant to this judgment shall not disturb the seniority of employees recruited through the regular process. A Petitioner regularised or regularly appointed pursuant to these directions shall rank below the employees already borne on the relevant regular cadre on the effective date of their regularisation or regular appointment.

(xi) The Petitioners falling in Category B shall be placed before the Selection Committee contemplated by Guideline (j). The Committee shall consider, petitioner-wise:

- (a) the manner of initial entry;
- (b) the qualification prescribed for the corresponding or equivalent regular post;
- (c) performance and service record;
- (d) length and continuity of contractual service;
- (e) the nature of the work performed;
- (f) the extent to which WAPCOS continued to retain and deploy the employee after that stage without undertaking the exercise contemplated by Guideline (j); and



(g) any other consideration expressly relevant under the applicable R&P Rules.

(xii) The Selection Committee shall make a petitioner-specific recommendation. The competent authority shall thereafter take the final decision under Guideline (j) within two weeks of receiving the recommendation. If a recommendation for regular appointment is not accepted, the reasons shall be recorded with reference to the concerned Petitioner and the requirements of Guideline (j). An employee shall not be rendered ineligible merely because they crossed the ordinary age limit during the period in which consideration under Guideline (j) was not undertaken; the age relaxation contemplated by the provision shall be given due effect.

(xiii) A Category B Petitioner who is presently continuing shall continue on the same contractual designation and pay structure, with the remuneration, allowances and other benefits admissible immediately before this judgment, together with any general revision applicable to similarly situated contractual employees, until the exercise under direction (xi) is finally completed. Expiry of the existing contractual term during that period shall not, by itself, terminate this protection.

(xiv) A Category B Petitioner whose engagement ceased pursuant to the Office Order dated 10th November, 2025, the impugned notices, or non-renewal in implementation of that policy shall be re-engaged by WAPCOS within two weeks on the contractual designation and terms applicable immediately before cessation, with remuneration, allowances and benefits on the same basis as similarly situated contractual employees. Such re-engagement shall operate prospectively and shall not carry back wages for the intervening period. The intervening break shall not be treated as a break for



determining eligibility or length of service under Guideline (j). This direction shall not apply where the engagement had independently come to an end on account of resignation, misconduct, disqualification or any other cause unrelated to the policy impugned in these petitions.

(xv) Where the competent authority decides to grant regular appointment to a Category B Petitioner, the contractual engagement shall continue without interruption until the regular appointment order is issued, which shall be done within two weeks of that decision. If the claim is rejected by a reasoned petitioner-specific order, the contractual engagement directed above may thereafter be brought to an end in accordance with law. The Petitioner shall remain at liberty to challenge such decision in appropriate proceedings.

(xvi) Until the exercise relating to Category B is completed, no corresponding direct-recruitment vacancy against which a Category B Petitioner is required to be considered shall be filled through fresh recruitment in a manner which would defeat the consideration directed by this judgment.

(xvii) Where the final decision under Guideline (j) is favourable to a Category B Petitioner and an appropriate corresponding or equivalent direct-recruitment vacancy is presently available, WAPCOS shall appoint the employee against that vacancy. If such a vacancy existed during the period after the employee became eligible for consideration but was subsequently surrendered or ceased to be available, the later restructuring shall not, by itself, defeat the favourable decision. If no appropriate vacancy is then available, WAPCOS shall create a personal supernumerary post for the concerned employee in the manner specified in direction (vi).

(xviii) Regular appointment of a Category B Petitioner shall operate prospectively from the date of the regular appointment order. No arrears



representing the difference between contractual and regular pay shall be payable for any earlier period.

(xix) Petitioners falling in Category C, who had not completed five years of contractual service by the relevant date identified in paragraph 118 above, are not entitled to consideration under Guideline (j). Their claims for regularisation on the basis of that provision are rejected. Their statutory dues and any other remedy independently available in law remain unaffected.

(xx) A Petitioner who is shown from the service record not to have been a contractual employee governed by the Annexure V framework, but to have been engaged only as a daily-wage worker or under some other distinct arrangement, shall not obtain the benefit of Guideline (j) merely on account of length of service. Any independent claim available to such employee under the legal regime governing that engagement is left open.

(xxi) The verification and regularisation exercise concerning Category A shall be completed within six weeks from today. The consideration of Category B shall be completed within three months. Delay on the part of WAPCOS in completing either exercise shall not prejudice the continuation or re-engagement directed above.

(xxii) All undisputed provident fund, gratuity and other statutory dues shall be dealt with independently and within the period prescribed by the applicable law.

121. The writ petitions and all pending applications are disposed of in the above terms. There shall be no order as to costs.

SANJEEV NARULA, J

SEPTEMBER 01, 2026/ab