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IN THE HIGH COURT OF DELHI AT NEW DELHI

% *Judgment reserved on: 02.09.2026*
Judgment delivered on: 16.09.2026
Judgment uploaded on: 16.09.2026

CNR No. DLHC010271562002

+ **W.P.(C) 8345/2002**

MGT.OF KIRORI MAL COLLEGEPetitioner

versus

POONAM DEVI & ANR.Respondents

Advocates who appeared in this case:

For the Applicant : Dr. Monika Arora, Mr. Subhrodeep Saha,
Ms. Anamika Thakur, Mr. Abhinav Verma
and Mr. Bhaskar Sati, Advocates.

For the Respondent : Mr. Jawahar Raja and Ms. L. Gangmei,
Advocates.

CORAM
HON'BLE MR JUSTICE AMIT MAHAJAN

JUDGMENT

1. The present petition is filed under Article 226 of the Constitution of India assailing award dated 31.05.2002 passed by the



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learned Labour Court whereby the termination of the Respondent No.1 was held to be illegal and she was awarded reinstatement with full back wages and continuity of services.

2. Briefly stated, Respondent No.1 was appointed as a Junior Assistant on ad-hoc basis by the petitioner on 19.09.1989 and worked at the said post till 18.12.1989. Thereafter, Respondent No.1 was assigned the job of Lower Division Clerk with effect from 26.12.1989 and worked at the said post till 15.03.1990. Thereafter, she was assigned the job of Junior Lab Attendant on 26.03.1990 and worked at the said post till 31.05.1992 when her services were terminated by the petitioner. The services of Respondent No.1 were terminated pursuant to appointment of a regular employee on the basis of selection. Respondent No.1 had also taken part in the said selection process and appeared in an interview, however, she was not selected.

3. Pursuant to her termination, Respondent No.1 raised an industrial dispute and the appropriate government made the following reference to the learned Labour Court:

“Whether Smt. Poonam Devi has left the job after full and final settlement of his accounts or her services have been terminated illegally and/or unjustifiably by the management and if so, to what relief is she entitled and what directions are necessary in this respect?”

4. The learned Labour Court observed that the petitioner terminated the services of Respondent No.1 in violation of Section



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25F of the Industrial Disputes Act, 1947 ('**ID Act**'). Accordingly, the learned Labour Court held that the reference was answered in favour of Respondent No.1 and directed the petitioner to reinstate the workman with full back wages and continuity of services.

5. Aggrieved thereby, the present petition has been filed.

6. This Court *vide* order dated 08.01.2003 stayed the operation of the impugned award.

7. *Vide* order dated 20.01.2004, this Court allowed the application of Respondent No.1 under Section 17B of the ID Act.

8. Learned counsel for the petitioner submitted that the learned Labour Court erred in directing reinstatement of Respondent No.1 with full back wages and continuity of service without appreciating the nature of her appointment and the circumstances in which her services came to an end. He submitted that Respondent No.1 was never appointed on a regular basis and was initially appointed on different occasions to different posts on a purely temporary and *ad hoc* basis, before being appointed as Junior Laboratory Attendant on 22.10.1990, again on a purely temporary and *ad hoc* basis till further orders. He submitted that the appointment letter dated 26.12.1989 specifically provided that her appointment was purely temporary and *ad hoc* for a period of three months or till such time as the post was filled on a regular basis through advertisement, whichever was earlier.



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9. He submitted that the services of Respondent No.1 were brought to an end only after the post was filled through the prescribed regular selection process. He submitted that Respondent No.1 herself participated in the said selection process but was unsuccessful, whereafter a regular employee was appointed to the post and her temporary services were consequently brought to an end with effect from 01.06.1992. He submitted that the petitioner had also paid compensation to Respondent No.1, which was accepted by her.

10. He submitted that in these circumstances the termination was covered by Section 2(oo)(bb) of the ID Act and did not constitute retrenchment. He submitted that the learned Labour Court, however, proceeded to examine the applicability of Section 25F of the ID Act without first determining whether the termination constituted retrenchment within the meaning of Section 2(oo) of the ID Act. He submitted that there was also no finding by the learned Labour Court that the termination was mala fide, punitive or a colourable exercise of power.

11. He submitted that termination of an *ad hoc* employee upon the regular filling up of the post, particularly where the employee had herself participated in the regular selection process and was unsuccessful, does not amount to retrenchment merely because the employee had completed 240 days of service. Reliance in this regard



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was placed upon the judgment of this Court in ***Ramjas College v. Presiding Officer & Ors.*** : MANU/DE/7155/2007.

12. *Per Contra*, the learned counsel for Respondent No.1 submitted that the impugned Award calls for no interference in exercise of the writ jurisdiction of this Court.

13. He submitted that Respondent No.1 had remained continuously employed with the petitioner from 19.09.1989 till 31.05.1992, initially as Junior Assistant and thereafter as LDC and Junior Laboratory Attendant, and had admittedly completed more than 240 days of service. He submitted that the mere description of her appointment as temporary or *ad hoc* did not deprive her of the statutory protection available under Section 25F of the ID Act. He submitted that Respondent No.1's services could not have been terminated without complying with the mandatory requirements of Section 25F of the ID Act merely on the ground that she had not been selected for regular appointment.

14. He submitted that Section 2(oo)(bb) of the ID Act would apply only where the workman had been engaged for a specific period or for a specific work and the period had expired or the work for which the workman had been engaged had come to an end. He submitted that the mere use of the expressions “temporary” or “*ad hoc*” in the appointment letter was not sufficient to bring the termination within the exclusion contained in Section 2(oo)(bb) of the ID Act. He



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submitted that the onus was upon the petitioner to establish that Respondent No.1 had been engaged for a specific work or for a specific period and that the period or work had in fact come to an end.

15. He submitted that the petitioner had failed to discharge the aforesaid burden and that, in fact, the management witness had admitted in cross-examination that persons continued to perform the very work which had earlier been performed by Respondent No.1. He submitted that the aforesaid admission demonstrated that the work for which Respondent No.1 had been engaged had not come to an end and, therefore, the termination could not be brought within the ambit of Section 2(oo)(bb) of the ID Act. He submitted that the last two appointment letters issued to Respondent No.1 also did not stipulate that her services would stand terminated upon appointment of a regular employee.

16. I have heard the arguments and perused the record.

17. At the outset, it is necessary to note that the scope of interference under Articles 226 and 227 of the Constitution of India with an Award passed by the Labour Court is limited. This Court does not sit as a Court of appeal over findings of fact rendered by the Labour Court. Interference is warranted only where the findings are perverse, based on no evidence, suffer from patent illegality, or disclose a jurisdictional error. Reference in this regard may be made to the judgment in *International Airport Authority of India v.*



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International Air Cargo Workers Union : (2009) 13 SCC 374 where the Hon'ble Apex Court held as under:

“47. It is true that in exercising the writ jurisdiction, the High Court cannot sit in appeal over the findings and award of the Industrial Tribunal and therefore, cannot reappreciate evidence. The findings of fact recorded by a fact-finding authority should ordinarily be considered as final. The findings of the Tribunal should not be interfered with in writ jurisdiction merely on the ground that the material on which the Tribunal had acted was insufficient or not credible.

48. It is also true that as long as the findings of fact are based on some materials which are relevant, findings may not be interfered with merely because another view is also possible. But where the Tribunal records findings on no evidence or irrelevant evidence, it is certainly open to the High Court to interfere with the award of the Industrial Tribunal.”

18. Adverting to the merits of the present case, the principal challenge raised by the petitioner is that, the contours of Section 25F of the ID Act would not be applicable in the present case, as the termination of the services of Respondent No.1 would fall within the exception of Section 2(o)(bb) of the ID Act.

19. It is relevant to take note of Under Section 2(o) of the ID Act, which reads as under:

““retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action, but does not include—

(a) voluntary retirement of the workman; or



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(b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or

(bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or

(c) termination of the service of a workman on the ground of continued ill-health”

20. It is well settled that when a workman is engaged for a specific work or for a specific period and that the employment came to an end upon expiry of such period or upon completion of such work, in accordance with the terms of the contract, the same does not amount to retrenchment and would fall within the exception contained in Section 2(o)(bb) of the ID Act. Reliance in this regard is placed upon the judgment in **S.M Nilajkar v. Telecom District Manager : (2003) 4 SCC 27** where the Hon’ble Apex Court observed as under:

“13. The termination of service of a workman engaged in a scheme or project may not amount to retrenchment within the meaning of sub-clause (bb) subject to the following conditions being satisfied:

(i) that the workman was employed in a project or scheme of temporary duration;

(ii) the employment was on a contract, and not as a daily-wager simpliciter, which provided inter alia that the employment shall come to an end on the expiry of the scheme or project;

(iii) the employment came to an end simultaneously with the termination of the scheme or project and consistently with the terms of the contract; and



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(iv) the workman ought to have been apprised or made aware of the abovesaid terms by the employer at the commencement of employment.”

21. Respondent No.1 was initially appointed on 19.09.1989 as a Junior Assistant on a purely temporary *ad hoc* basis for a period of three months and worked till 18.12.1989. She was thereafter appointed as an LDC on 26.12.1989 on a temporary *ad hoc* basis for a period of three months *or till such time as the post was filled on a regular basis*, whichever was earlier, and worked till 15.03.1990. Thereafter, she was appointed as a Junior Laboratory Attendant in the Department of Mathematical Statistics on 20.03.1990 on a purely temporary *ad hoc* basis for a period of six months. Upon expiry of the said period, she was again appointed as a Junior Laboratory Attendant on 22.10.1990 on a purely temporary *ad hoc* basis till further orders. She continued to work in the said capacity till her services were terminated with effect from 01.06.1992 *vide* termination letter dated 29.05.1992.

22. A perusal of the aforesaid appointment letters, when read cumulatively, leaves little doubt that Respondent No.1 was engaged temporarily on *ad hoc* basis, and was extended from time to time, while the recruitment of a regular employee was pending. Significantly, the appointment letter dated 26.12.1989 expressly stipulated that her engagement would continue only for three months or till the post was filled up on a regular basis, whichever was earlier. Thus, Respondent No.1 was conscious, from the very inception, that her engagement was temporary in nature and that it did not confer



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upon her any right to continue against the post once a regular appointment was made. The subsequent appointment as Junior Lab Attendant also continued to be on a purely temporary and *ad hoc* basis. Materially, her services were ultimately brought to an end pursuant to the appointment of a regular employee to the post.

23. Once a workman was appointed for a specific period on temporary basis and was continued only till the regular selection process was completed, termination upon appointment of a regularly selected candidate would fall within the scope of Section 2(oo)(bb) and would not amount to retrenchment.

24. The aforesaid position is also supported by the decision of a Coordinate Bench of this Court in **Ramjas College v. Presiding Officer** (*Supra*). In that case also, the workman had been appointed on an *ad hoc* basis against a post and his appointment was extended from time to time pending regular recruitment. The Court held that where the appointment was made for a specific period and was continued only till the regular selection process was completed, termination upon appointment of a regularly selected candidate would fall within the scope of Section 2(oo)(bb) and would not amount to retrenchment. The Court further observed that merely because the workman had completed 240 days of service, the provisions of Sections 2(oo), 25F and 25H could not automatically be attracted without first examining



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the nature and terms of his engagement. The relevant extract of the same is reproduced hereinbelow:

“6 . The respondent was given appointment every time for specific period. The appointment was being renewed after three months because the process of selection of candidate on regular basis was in progress and the ad-hoc appointment of the respondent was made clearly with a notice to him that till the selection on regular basis is done, the respondent may continue on ad-hoc basis. The case is, Therefore, squarely covered under Section 2(oo)(bb) since, the appointment was for a specific period and was co-terminus with the selection of a permanent post. This fact is undisputed fact.

7. Where a person is hired on specific work because of exigencies of work or pending the recruitment of regular employee, for a specific period such a hiring is on contract basis. It was made clear to the respondent by giving an appointment letter for a period of three months that he was being hired only for a specific period. The contract was renewed only till the regular appointment was done and once the regular appointment was done the respondent had no reason to make any grievance. His termination was covered under Section 2(oo)(bb) of the I.D.Act and does not amount to retrenchment. The respondent himself appeared in the interview for regular appointment and he could not clear the selection criteria Therefore, was not selected. He cannot make a grievance that an unfair labour practice was adopted.

8. In Batala Cooperative Sugar Mill v. Swaran Singh MANU/SC/2496/2005 : 2006 SCC 11, Supreme Court observed that where a person is appointed on daily wages for a specific work and for a specific period, Section 22(oo)(bb) of I. D. Act was attracted and if after the specific work, the services are terminated, it is not a case of retrenchment. In Punjab State Electricity Board v. Darshan Singh MANU/SC/1755/2005 : 2006 SCC 64, Board had appointed respondent as daily wager peon for a period of about two months with clear understanding that as and when regular employee joins, his services would be terminated. His period of appointment was extended from time to time and his services were terminated on appointment of regular peon. Supreme Court observed that it was a case covered under Section 2(oo)(bb) of the



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Industrial Disputes Act, despite the fact that his appointment was extended from time to time. In Kishore Chand v. Orissa State Development Corporation MANU/SC/2048/2005 : 2006 SCC 241, the workman was appointed as junior typist with effect from 12.7.1982 and he continued in the said post for more than one year and then another order was issued appointing him for 44 days with effect from 1.10.1983. On its expiry on 15.11.1983, another appointment was issued for a fixed period and in this way, he was allowed to work up to 3.5.1989 and thereafter his contract was not renewed. The Supreme Court upheld the order of High Court holding that it was a case covered under Section 2(oo) (bb) of Industrial Disputes Act. In Municipal Council v. Raju 2006 SCC 473, respondent was appointed as a typist on contract basis at Octroi Branch where permanent employees had gone on leave. The respondent gave an affidavit that his services may be dispensed with by the Municipal Council at any time. The respondent worked from 24.6.1994 to 2.3.1996 and 7.3.1997 to 21.5.1997 with the Corporation and thereafter his services were dispensed with. The question arose whether Section 2(oo)(bb) of the Industrial Disputes Act was applicable or not. Supreme Court observed that Section 2(oo)(bb) of ID Act was applicable even in such cases where the employment is taken by a person for a short limited period knowing fully well that he is liable to be terminated at any time. In MANU/SC/0261/2003 : (2003)IILL J359SC S.M. Nilajkar and Ors. v. Telecom District Manager, Karnataka, Supreme Court observed as under:

The termination of service of a workman engaged in a scheme or project may not amount to retrenchment within the meaning of Sub-clause (bb) subject to the following conditions being satisfied:

- (i) that the workman was employed in a project or scheme of temporary duration;*
- (ii) he employment was on a contract, and not as a daily wager simpliciter, which provided inter alias that the employment shall come to an end on the expiry of the scheme or project;*
- (iii) the employment came to an end simultaneously with the termination of the scheme or project and consistently with the terms of the contract; and*



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the workman ought to have been apprised or made aware of the above said terms by the employer at the commencement of employment.

9 . In MANU/SC/8652/2006 : (2007)1SCC533 , Gangadhar Pillai v. Siemens Ltd. the appellant was employed by respondent on temporary basis since 1978 for duration of project work as and when required. He continued in service till 2000 due to continuity of project and in 2000 his services were terminated with the termination of the project. He filed complaint before Industrial Tribunal contending that the respondent resorted to unfair labour practice and sought regularisation of service. He also contended that junior persons to him were regularised. The Industrial Tribunal gave an award against him holding that the complaint was unsustainable. The appellant's writ petition was dismissed by the High Court on the ground that no unfair labour practice was adopted by non-grant of status and privileges of permanent employee to the appellant. The Division Bench also dismissed intra-court appeal. The Supreme Court also dismissed the appeal holding that the issue must be judged from the entirety of circumstances only because the employee had been engaged on a casual and temporary employee for a number of years, the same by itself may not lead to the conclusion that such appointment had been made with the object of depriving him of the status and privileges of a permanent employee.

10. I consider that the Labour Court fell in error in holding that wherever 240 days of service were completed Section 2(oo), Section 25(F) & Section 25(H) come into picture. **The Labour Court did not pay attention to the fact that the services of the respondent were being extended every time for a limited period for a specific reason that the regular appointment was to be made. The moment regular appointment was about to be made, no extension was given to the respondent. The respondent himself had appeared in the interview for regular appointment. The respondent raised an industrial dispute only after he was not selected in the interview. It was not a case of retrenchment. The Labour Court fell in error in holding it as a case of retrenchment. Section 25(H) was also not attracted in this case. It is now settled law that the state and instrumentalities of state must adhere to the recruitment rules and ad-hoc appointments must not be made unless very necessary. Ad-hoc appointments and thereafter their regularisation has been termed as back door entry into the service**



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by the Supreme Court and has also been considered as violation of the fundamental right of the general public at large who is deprived of competing for the post.”

(emphasis supplied)

25. The reasoning in **Ramjas College** squarely applies to the facts of the present case. Respondent No.1 was appointed from time to time on a purely temporary and *ad hoc* basis, and the extensions of her engagement cannot be viewed in isolation from the circumstances in which they were granted. The appointment letters clearly demonstrated that she had not been appointed against the post on a regular basis. The regular selection process was thereafter undertaken by the petitioner and Respondent No.1 admittedly participated in the said process. Having participated in the selection process, she was aware that the post was ultimately to be occupied by a regularly selected candidate. She was, however, unsuccessful in the said selection process, following which a regular employee was appointed and her services were brought to an end.

26. The learned Labour Court, however, proceeded substantially on the basis that since Respondent No.1 had completed more than 240 days of service, the protection of Section 25F would automatically become available to her. In doing so, the learned Labour Court did not adequately examine the nature and terms of her successive *ad hoc* appointments or the circumstances in which her services were ultimately terminated. In particular, the learned Labour Court failed to appreciate that her appointment had throughout been temporary, the



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same contemplated cessation of the engagement upon the post being filled on a regular basis, and that she herself had participated in the regular selection process but was not selected.

27. The fact that the last appointment letter dated 22.10.1990 described the appointment as being on a purely temporary and *ad hoc* basis “till further orders” does not, in the facts of the present case, warrant a different conclusion. The said letter has to be considered in the context of the entire course of engagement rather than in isolation. Respondent No.1 had initially been appointed for defined periods, had thereafter been continued through successive temporary appointments, and the petitioner subsequently undertook the regular selection process in which Respondent No.1 participated. Her services were ultimately discontinued only upon the regular appointment being made. The circumstances, therefore, demonstrate that the temporary engagement came to an end with the completion of the process for filling the post on a regular basis.

28. Though it has been contended by the counsel for Respondent No.1 that juniors to Respondent No.1 have been retained in service and thus, it cannot be said that the work for which she had been appointed is over and the exception under Section 2(oo)(bb) is not applicable, the said contention holds no water. Admittedly, the petitioner in accordance with service rules issued an advertisement and subsequently appointed regular employees for the work for which



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Respondent No.1 was engaged. Respondent No.1 admittedly took part in the recruitment process and was unsuccessful, merely because other candidates were competent enough to be selected could not mean that Section 2(oo)(bb) shall not be applicable.

29. Consequently, the termination of the services of Respondent No.1, in the facts of the present case, falls within the exception contained in Section 2(oo)(bb) of the ID Act and does not amount to retrenchment. Once the termination is held not to constitute retrenchment, the conditions prescribed under Section 25F of the ID Act are not attracted. The question of compliance with Section 25F, therefore, does not arise.

30. The finding of the learned Labour Court that the completion of 240 days of service, by itself, attracted Sections 25F of the ID Act is consequently unsustainable. The learned Labour Court was required, in the first instance, to determine whether the termination in question constituted retrenchment within the meaning of Section 2(oo), and thereafter examine the applicability of Section 25F. Having regard to the nature of Respondent No.1's appointment, the terms of her successive engagements, her participation in the regular selection process and the fact that her services were discontinued upon appointment of a regular employee, the termination was covered by Section 2(oo)(bb).



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31. Accordingly, the impugned award cannot be sustained and is set aside. The present petition is accordingly allowed.
32. Pending applications (if any) also stand disposed of.

AMIT MAHAJAN, J

SEPTEMBER 16, 2026

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