

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD**R/SPECIAL CIVIL APPLICATION NO. 969 of 2025**

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DR. DEEPALI JAIN D/O ARUN KUMAR JAIN

Versus

THE RASHTRIYA RAKSHA UNIVERSITY & ANR.

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Appearance:

MR UTKARSH J DAVE(10620) for the Petitioner(s) No. 1

RAHUL SHARMA(8276) for the Petitioner(s) No. 1

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CORAM:HONOURABLE MR. JUSTICE NIRZAR S. DESAI

Date : 28/01/2025

ORAL ORDER

1. Heard, learned Advocate, Mr. Sharma, appearing for the petitioner and learned Advocate, Mr. Shukla, for Respondent Nos. 1 and 2.

2. It is the case of the petitioner that she was discharging duties as Assistant Professor (Forensic Science) in Respondent No.1-University for the last three years, on 364 days' contractual employment, and her services came to be renewed from time-to-time. It was, further, submitted that even in the month of December, 2024, when Respondent No.1-University sought to fill-in the posts of Assistant Professor for Forensic Science subject, the present petitioner, along with two other similarly situated persons working with Respondent No.1-University, was interviewed on 24.12.2024.

2.1 It is the grievance of the petitioner that pursuant to the above, the two other, similarly situated persons are continued in service by renewing their contract, whereas, the contract of the petitioner is not renewed and without issuing any formal order either renewing her contract or intimating the petitioner that her contract is over, has terminated her services by treating that her contract has lived her life and has come to an end on 31.12.2024.

3. Learned Advocate, Mr. Sharma, appearing for the petitioner submitted that it is well settled that an *ad-hoc* employee cannot be replaced with another *ad-hoc* employee. It was submitted that, in the case on hand, the petitioner, along with two other, similarly situated persons, was interviewed for *ad-hoc* posts only and not for the regular posts. It was, therefore, submitted that this is a clear case of pick and chose, as there is requirement of Assistant Professor for Forensic Science subject in Respondent No.1- University, which can be gathered from the fact that the two other, similarly situated persons' contract, who had appeared in the interview along with the present petitioner, are renewed, whereas, the petitioner's services are not renewed by treating that her contract has lived its life and it has expired on 31.12.2024.

4. On the other hand, learned Advocate, Mr. Shukla, appearing for the Respondents submitted that it is not true

that the post of Assistant Professor (Forensic Science), which was previously held by the petitioner, is filled-in by another *ad-hoc* employee. Instead, he submitted that the entire recruitment process is scrapped, however, there is no formal order passed to that effect.

4.1 Learned Advocate, Mr. Shukla, further, prayed for time to file reply and to put the correct facts on the record.

5. Heard. It, *prima facie*, seems that the Respondents have adopted the method of pick and chose, as the officer, i.e. Mr. Dharmesh Prajapati, Registrar (I/c.), is personally present in the Court room and though, learned Advocate, Mr. Shukla, is being instructed by him, nothing could be pointed out either to show that the petitioner, along with two other, similarly situated persons, was interviewed for a regular post or that there is any policy decision taken and notified to scrap the entire recruitment process. Further, the record reveals that there is no order, which specifies that the petitioner's contract has lived its life and therefore, the petitioner's contract is not renewed.

5.1 In view of the above, as well as taking into consideration the totality of the facts and circumstances of the case on hand, *prima facie*, this seems to be a clear case of victimization for the reason that, on the one hand, the Respondents have not issued any formal order informing the petitioner that her services are renewed and on the other

hand, the petitioner was asked to attend the interview, along with two other, similarly situated persons, for the post of Assistant Professor (Forensic Science), which is being taught by her, for the purpose of renewal of contract of employment, where, the contracts of the two other, similarly situated persons are renewed, but, the contract of the petitioner is not renewed.

5.2 In view of the fact that there is neither any formal order, extending / renewing the contract of the petitioner nor is there any formal notification, whereby, a decision is taken to scrap the entire recruitment process, taking into consideration catena of decisions of the Hon'ble Apex Court as well as of this Court that an *ad-hoc* employee cannot be replaced with another *ad-hoc* employee and more particularly, when there is no specific order passed either terminating the services of the petitioner or indicating that the contractual services of the petitioner are not renewed, the petitioner deserves grant of *ad-interim-relief*.

5.2.1 At this juncture, learned Advocate, Mr. Sharma, appearing for the petitioner drew the attention of this Court that in almost identical matter, i.e. in Special Civil Application No. 17531 of 2024 in the case of '**Brijeshkumar Sinha Vs. Vice Chancellor, Rashtriya Raksha University & Others**', while issuing notice on 01.01.2025, this Court has granted status quo in favour of the petitioner, therein.

5.3 In view of the above, following order is passed;

1. **Notice**, returnable on **11th February, 2025**.
Learned Advocate, Mr. Shukla, waives service for the Respondents.

1.1 In the meantime, in view of the fact that there is no specific order putting the services of the petitioner to an end or stating that the petitioner's contract is not renewed, the respondents are **directed** to maintain status quo qua service condition of the petitioner, as if, the employment contract of the petitioner is not terminated or put an end to.

UMESH/-

(NIRZAR S. DESAI,J)