

**IN THE HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT SRINAGAR**

Reserved on 28.10.2025
Pronounced on 07.11.2025
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Whether the operative part or full
judgment is pronounced: Full

LPA 169/2025

University of Kashmir and others vs. Saba Manzoor and others

LPA No.187/2025

University of Kashmir and others vs. Noor Afshan

LPA No. 188/2025

University of Kashmir and others vs. Mohd Ashraf

LPA 189/2025

University of Kashmir and others vs. Naiyara Khan

LPA 190/2025

University of Kashmir and others vs. Danish Yaqoob and others

LPA 191/2025

University of Kashmir and others vs. Aaqib Hussain

LPA 192/2025

University of Kashmir and others vs. Masarat Majeed and others

LPA 212/2025

University of Kashmir and others vs. Aaqib Hussain and others

LPA 213/2025,

University of Kashmir and others vs. Aaqib Hussian and others

LPA 214/2025

University of Kashmir and others vs. Shabir Ahmad Akhoun and others

LPA No. 215/2025

University of Kashmir and others vs. Dr. Noor Afshan

LPA 216/2025

University of Kashmir and others vs. Mushtaq Ahmad Shah

LPA 217/2025

University of Kashmir and others vs. Masarat Majeed and others

LPA 218/2025

University of Kashmir and others vs. Ashaq Hussain Sofi and Anr.

LPA No. 219/2025

University of Kashmir and others vs. Shabir Ahmad Akhoun and others

Through: Mr. Syed Faisal Qadri, Sr. Advocate with
Mr. Asif Maqbool, Mr. Sikander Hayat Khan &
Mr. Numan Zargar, Advocates

....Appellants.

Through: Mr. Jahangir Iqbal Ganai, Sr. Advocate with
Mr. Omais Kawoosa, Advocate in LPA No. 169/2025
Mr. Owais Shafi, Advocate in LPA Nos. 189/2025, 190/2025,
191/2025, 212/2025, 213/2025 & 218/2025
Mr. Arif Sikander Mir, Advocate in LPA Nos. 187/2025,
215/2025 & 216/2025
Mr. Sheikh Mushtaq, Advocate in LPA Nos. 214/2025 &
219/2025

...Respondents.

Coram:

HON'BLE MR. JUSTICE SANJEEV KUMAR, JUDGE
HON'BLE MR. JUSTICE SANJAY PARIHAR, JUDGE

J U D G M E N T

Sanjeev Kumar, J

1. These intra-Court appeals, filed by the appellants—University authorities, are directed against a common order and judgment dated **04.07.2025** passed by the learned Single Judge of this Court [“Writ Court”] in WP(C) Nos. 322/2023, 731/2022, 612/2025, 665/2023, 129/2023, 321/2023, 3132/2023, 126/2024, 527/2025, 376/2024, 706/2023, 708/2023, 543/2025, 362/2023 & 209/2021 whereby the writ petitions filed by the respondents herein have been allowed. The writ Court, while allowing the writ petitions, has directed that the writ petitioners, the respondents herein, engaged on academic arrangement basis shall be allowed to continue till such time regular selection is made to the posts held by them, and has further

restrained the appellants from replacing them by another set of contractual or ad hoc employees.

2. Briefly put, the facts leading to the filing of instant appeals are that the respondents were engaged on academic arrangement/contractual basis by the appellant–University for various teaching positions. Their engagements, initially made for specific academic sessions, were extended from time to time either by virtue of interim orders passed by this Court or administrative extensions granted by the University itself. Upon expiry of academic sessions for which the respondents had been engaged, the appellants issued fresh advertisements inviting applications for the ensuing session, thereby seeking to discontinue the services of the existing contractual staff and replace them with newly engaged candidates on a similar academic arrangement basis. Aggrieved thereby, the respondents approached a Single Bench of this Court by filing separate writ petitions, contending therein that their discontinuance and replacement by another set of contractual appointees was arbitrary and impermissible in law.

3. The Writ Court has, after considering the rival submissions and examining the legal position settled by the Hon'ble Supreme Court, held that an ad hoc, temporary, or contractual employee cannot be replaced by another ad hoc, temporary, or contractual employee, and that such replacement can only be made by a regularly selected candidate appointed in accordance with the relevant recruitment rules. Consequently, the writ Court has directed that the writ petitioners shall be permitted to continue till such time the regular appointments are made, and that the respondents shall not be replaced by a similar arrangement.

4. The present intra-court appeals are directed against the said common judgment passed in multiple petitions.

5. Heard learned counsel for the parties and perused the material on record.

6. Learned counsel for the appellants would submit that the respondents were engaged purely on academic arrangement basis for specific sessions, and, therefore, no vested right would accrue in their favour to seek continuation after the expiry of their contractual term. It is argued that each engagement was governed by express terms of the advertisement notice coupled with undertakings furnished by the respondents agreeing thereunder not to claim regularization or continuation beyond the academic session. It has been submitted that continuation of the existing contractual lecturers indefinitely would prejudice the right of fresh, talented, and qualified candidates to participate in the selection process and would also adversely affect the quality of education imparted to the students. In this regard, reliance has been placed upon the decisions of the Supreme Court in **State of U.P. v. Raj Karan Singh (1998) 8 SCC 529** and **State of Rajasthan v. Daya Lal (2011) 2 SCC 429**, to contend that contractual engagements come to an end upon expiry of the term and do not confer any right to continuation beyond the term of their engagement.

7. Learned counsel for the respondents would argue that it is a settled proposition of law that a contractual, ad hoc, or temporary employee cannot be replaced by another employee of the same status, and that such replacement can only be made by a regularly appointed candidate through a proper selection process. It is contended that the repeated termination of

engagees and re-engagement of fresh candidates for every academic session, year after year, amounts to the adoption of a “hire and fire” policy, which is violative of Articles 14 and 16 of the Constitution of India. Reliance is placed on the judgments of the Supreme Court in **Rattan Lal v. State of Haryana**, (1985) 4 SCC 43; **State of Haryana v. Piara Singh**, (1992) 4 SCC 118; **Hargurpratap Singh v. State of Punjab**, (2007) 13 SCC 292; **Mohd. Abdul Kadir v. Director General of Police, Assam**, (2009) 6 SCC 611; and **Manish Gupta v. President Jan Bhagidari Samiti**, 2022 SCC OnLine SC 485.

8. We have given our thoughtful consideration to the rival submissions made by learned counsel for the parties and have carefully perused the material on record as also the impugned judgment.

9. The question that arises for determination is whether a person engaged on academic arrangement or contractual basis can be replaced by another person engaged on the same basis, pending regular selection to the post.

10. The law on the aforesaid issue is no longer *res integra*. In *Rattan Lal's case* (supra), the Supreme Court has deprecated the practice of appointing teachers on ad hoc basis at the commencement of an academic year and terminating them before the summer vacation, only to reappoint them thereafter. The Supreme Court has held that such a practice would amount to exploitation and violates Articles 14 and 16 of the Constitution, observing that the Government, as a model employer, cannot resort to arbitrary “hiring and firing” policies. In *Piara Singh's case* (supra), the Supreme Court has reiterated that while exigencies of administration may

necessitate temporary or ad hoc appointments, yet such employees should not be replaced by another set of similar ad hoc or temporary employees, rather, they should be replaced only by regularly selected candidates. In *Hargurpratap Singh's case* (supra), it was held that though ad hoc employees may not have a right to regularization, yet replacing one ad hoc employee by another ad hoc employee is wholly impermissible. The Supreme Court has observed that retaining experienced ad hoc teachers until regular appointments are made is beneficial both to the institutions and the students.

11. Similarly, in *Mohd. Abdul Kadir's* (supra), where the scheme under which the employees were engaged continued, the Supreme Court held that such employees need not be subjected to annual termination and reappointment merely because their appointment was termed as ad hoc, and directed that they should continue as long as the scheme itself continued. The said view has recently been reaffirmed by the Supreme Court in *Manish Gupta's case* (supra), wherein it has been categorically held that an ad hoc employee cannot be replaced by another ad hoc employee and can be replaced only by a regularly appointed candidate.

12. Learned counsel for the appellants would contend that the ratio in *Piara Singh's case* (supra) has been overruled by the Constitution Bench judgment in **Secretary, State of Karnataka v. Uma Devi, (2006) 4 SCC 1**. The said submission in our opinion, does not merit acceptance. A careful reading of *Uma Devi's case* reveals that while the Court disapproved directions for regularisation of illegal and backdoor appointees, however, it did not disagree with the principle laid down in *Piara Singh's case* (supra) that an ad hoc or temporary employee should not be replaced by another of

the same kind. Therefore, the submission that *Uma Devi's case* overrules the ratio of *Piara Singh's case* on this aspect is misconceived and unsustainable. The judgment in *Uma Devi's case* (supra) was rendered in the context of a different controversy and was directed only against the methodology adopted by the State to legitimize illegal and backdoor appointments by taking policy decisions to regularize their services in violation of Articles 14 and 16 of the Constitution of India. In some cases, the High Courts had passed directions for regularization, which were nothing short of legitimizing such illegal and backdoor appointments. The fact situation and the question involved in the present appeals are quite distinct and different.

13. The argument of the appellants that issuing fresh advertisements every year brings in new talent and improves the quality of education is not convincing. The Supreme Court in *Hargurpratap Singh* (supra) has clearly held that teachers who have gained experience over several sessions are more valuable to the institution than new ad hoc teachers who are unfamiliar with the institution and its students. Continuity among teachers promotes academic stability and improves the learning environment. On the other hand, frequently changing teachers at the end of every session disrupts studies, harms students, and goes against the educational goals of the institution. Such a policy, therefore, cannot be said to serve the larger public interest.

14. The Writ Court has aptly considered this aspect of the matter *in extenso*, having regard to the legal position discussed by the Hon'ble Supreme Court in various judgments, which we have taken note of hereinabove. The Writ Court has, thus, committed no error in arriving at the conclusion that the faculty engaged on academic arrangement or contractual

basis to impart education to the students for a particular academic session cannot be replaced by the educational institution concerned by a similar arrangement after expiry of the contract period or after the conclusion of the academic session. We are, however, of the view that the law declared by the Hon'ble Supreme Court on the issue that an ad hoc, temporary, or contractual appointee should not be replaced by a similar arrangement periodically or every academic session is in the context of such ad hoc, temporary, or contractual appointees who are engaged against substantive posts till such posts are filled up by a regular selection process.

15. Indisputably, in the present case, the respondents engaged on contractual/academic arrangement basis were not against any substantive vacant posts but were engaged to supplement the existing faculty owing to exigencies and the needs of a particular academic session. We cannot brush aside the submission of the appellants that with the introduction of new subjects in certain courses, such as in the Faculty of Law, there could be a temporary need to engage additional faculty for a particular academic session or sessions. In such a situation, this Court may not be justified in directing the appellants to allow the existing academic arrangements to continue till regular selection against the posts held by them is made. This is because of the reason that the respondents are admittedly not engaged against any substantive vacant posts for which regular selection is required to be made. This aspect has also been accepted by the Writ Court. Once it is found that the respondents, or for that matter, most of them, engaged on academic arrangement basis are not engaged against any substantive vacant posts, it would not be justified for the Court to direct the appellants to allow them to continue till the regular faculty is supplied by the appellants. In such

a situation, the respondents having been engaged on academic arrangement basis may have a right not to be replaced by a similar arrangement but cannot claim their continuation till the posts are filled up or even till the posts for engagement of regular faculty are created.

16. We are also in agreement with the Writ Court that, in the given fact situation emerging from the material on record and the rival stands of the parties, particularly the appellants, there is an apparent dearth of faculty in the Department of Law, though the appellants may be found fulfilling the minimum requirement of core faculty prescribed by the Rules of Legal Education, 2008 framed by the Bar Council of India under the Advocates Act, 1961. The Writ Court has elaborately discussed the relevant Rules and the existing faculty position of the Department of Law, University of Kashmir, and taken note of the fact that in the year 2023, there was found requirement of 12 lecturers in the Department of Law, and concluded that there is apparent need of regular faculty in the Department of Law. It is in this context that the Writ Court, in addition to the general directions issued in other matters, has specifically directed in respect of the Department of Law/Law School of the University of Kashmir to allow the existing arrangements to continue till the requisite number of posts of core faculty are created and filled up on a regular basis.

17. Indisputably, an advertisement notice for supply of 12 positions of Assistant Professors on academic arrangement basis in the Department of Law was issued in the year 2023, thereby affirming and acknowledging the need of 12 lecturers in the Department of Law, though the Department of Law at that point of time had only three substantively vacant posts of Assistant Professors notified for selection vide Advertisement Notification

dated 19.12.2023. It has also come on record that pursuant to the regular selection process initiated in terms of the aforesaid notification, 02 out of 03 notified posts of Assistant Professors have been filled up, whereas 01 post earmarked for the SC category has remained unfilled due to non-availability of a candidate belonging to the said category.

18. Without entering into the debate regarding the requirement of the Department of Law/Law School of the University of Kashmir, we hasten to say that the requirement of teaching faculty in each academic session, having regard to various factors like the number of admissions to the LL.B. course made and the introduction of new subjects, if any, is to be assessed by the University in conformity with the Rules of Legal Education, 2008 framed by the Bar Council of India under the Advocates Act, 1961. We also cannot lose sight of the fact that even the Rules of Legal Education, 2008, particularly Rule 17, does permit the University to make part-time and visiting faculty arrangements to supplement the efforts of core faculty in providing quality education to law students. The Bar Council of India, being a regulatory authority, is under a statutory obligation to undertake inspections of each centre of legal education, whether constituent or affiliated to a University, and to ensure that the minimum core faculty is in place for imparting quality legal education. This Court cannot enter into the domain of the Bar Council of India and work out the requirement of a particular centre for legal education, more particularly when such centre is already possessed of the requisite core faculty prescribed by the Rules of Legal Education, 2008.

19. Be that as it may, we are, however, of the firm view that the appellants cannot be permitted to resort to any manipulation or machination

to substitute the respondents by making similar arrangements under a different nomenclature. We would like to clarify that part-time and visiting faculty cannot be a substitute either for core faculty or for whole-time contractual/academic arrangement faculty. Part-time faculty could be experts in specific fields of law and could be engaged by the University to teach such subjects requiring specific skills and expertise. We find nothing wrong in the appellants inviting guest faculty to teach subjects other than law which are introduced in the five-year law course. Guest faculty can also be invited to deliver lectures on a particular subject or point of law. Such faculty, whether named as part-time or guest, cannot be a substitute for whole-time Assistant Professors required to teach multiple subjects to law students in different years of their course.

20. To put it succinctly, we wish to say that the judgment of the Writ Court, though in consonance with the legal position on the subject, requires modification of its directions so as to bring it in line with the settled legal position. These appeals are, accordingly, **disposed of** by holding as under:

- (i) The view of the Writ Court that an ad hoc, contractual, or academic arrangement appointee cannot be replaced by a similar arrangement for every academic session and that such appointees are entitled to continue till the posts against which such appointees have been engaged are filled up through a regular selection process is unexceptionable and is, therefore, upheld.
- (ii) Since the respondents in all these appeals have been engaged by the appellants on contractual/academic arrangement basis for an academic session and against no substantive vacant posts, the direction to the appellants to continue them in such arrangement till the posts held by them are substantively filled up

through a regular selection process cannot be issued, for, the respondents are engaged only against positions and not against substantive vacant posts of Assistant Professors existing in the departments of the appellants. Such distinction has been very aptly brought out by the Writ Court in the judgment impugned.

- (iii) With regard to the requirement of temporary faculty in the Department of Law, it would be appropriate to leave it to the Department concerned and the regulatory authority under the Advocates Act, 1961, i.e., the Bar Council of India, to take a call.
- (iv) Should the appellants need the services of ad hoc, contractual, or academic arrangement appointees to supplement their existing core faculty, they shall be free to make such arrangements. However, while doing so, they shall first offer these engagements to the respondents who have already acquired requisite experience in teaching by rendering their services in earlier academic sessions. That would benefit both the appellants and the student community.
- (v) The appellants shall refrain from replacing the respondents herein, who are in position or who are invited to work in such positions as contractual appointees, by making similar arrangements for meeting the same requirement by resorting to a change of nomenclature.
- (vi) The Department of Law/Law School of the University shall, however, be permitted to avail the services of part-time and guest faculty, who shall be engaged only to teach specific subjects or deliver lectures on a particular subject or issue of law, and would not be whole-time faculty supplied in lieu of core regular faculty.
- (vii) The directions of the Writ Court to the appellants not to replace the existing contractual arrangements by a similar arrangement are restricted only to the Departments where there is requirement of teaching faculty but the same is not met due to inability of the appellants to make regular selections. Therefore, in the Departments where the need to go for ad hoc, temporary, or academic arrangements has ceased to

exist, there shall be no direction to the appellants to continue the ad hoc, temporary, or academic arrangement faculty beyond the term of their contract.

- (viii) This judgment shall be placed by the University of Kashmir before the Bar Council of India for appropriate action envisaged under the Advocates Act, 1961 and the rules framed thereunder, including the Bar Council of India Rules and the Rules of Legal Education, 2008. The Bar Council of India shall immediately and forthwith visit the University of Kashmir and assess the requirement of core faculty to run the three-year as well as five-year law courses, and issue requisite directions including creation of posts, if any, required. The Bar Council of India would also issue necessary directions to the University of Kashmir to streamline making of temporary arrangements to supplement the efforts of core faculty in imparting quality education to law students.

21. The judgment of the Writ Court impugned in these appeals is modified to the aforesaid extent.

(SANJAY PARIHAR)
JUDGE

(SANJEEV KUMAR)
JUDGE

SRINAGAR
07.11.2025
Sanjeev

Whether the order is speaking?	Yes
Whether the order is reportable?	Yes