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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ **W.P.(C) 14828/2025**

AVINASH BANSAL & ORS.

.....Petitioners

Through: Mr. Himanshu Yadav, Ms.
Alankriti Dwivedi and Ms. Somesa
Gupta, Advocates.

versus

**DELHI PHARMACEUTICAL SCIENCES AND RESEARCH
UNIVERSITY & ANR.**

.....Respondents

Through: Mr. Rajneesh Tingal and Mr. V.K.
Bhawra, Advocates for R-1.
Mr. Yeeshu Jain, ASC with Ms.
Jyoti Tyagi, Ms. Vishruti Pandey,
Ms. Arpita Goyal and Mr. Bhuwan
Raj Seth, Advocates for R-2.

CORAM:

HON'BLE MR. JUSTICE PRATEEK JALAN

ORDER

% **10.10.2025**

**CM APPL. 63843/2025 (for stay of Office Order dated 01.10.2025
issued by respondent No. 1)**

1. By way of the captioned writ petition, the petitioners, who are non-teaching staff on daily wages serving in the respondent No. 1-Delhi Pharmaceutical Sciences and Research University ["the University"], seek regularization, as also a direction restraining the University from converting their service to service through an outsourcing agency, or replacing them with other *ad-hoc*/outsourced employees.
2. Notice was issued in the writ petition on 25.09.2025, with the following directions:



“1. Issue notice. Mr. Rajneesh Tingal, learned counsel, accepts notice on behalf of respondent No. 1. Mr. Yeeshu Jain, learned counsel, accepts notice on behalf of respondent No. 2.

2. By way of this writ petition, the petitioners seek regularisation in the service of respondent No. 1 - Delhi Pharmaceutical Sciences & Research University [“University”].

3. The petitioners have been serving in various departments of respondent - University as non-teaching staff on daily wages for at least six years, and some of them for ten years. They are appointed for eighty nine days at a time and re-appointed after a day’s break.

4. It is submitted by Mr. Himanshu Yadav, learned counsel for the petitioners, that all petitioners were appointed against vacant sanctioned posts, although the method of recruitment varied in eachcase. Their engagements have been extended continuously for a period of six to ten years, and the last extension lapses on 14.10.2025.

5. The petitioners have filed this writ petition on an apprehension that the University proposes to discontinue this practice. Mr. Yadav draws my attention to a file noting of the respondent – University, which contemplates outsourcing of manpower. He submits that such a course would be contrary to several recent decisions of the Supreme Court including, inter alia, Vinod Kumar & Ors. v. Union of India & Ors. [(2024) 9 SCC 327]; Jaggo v. Union of India [2024 SCC OnLine SC 3826]; Shripal & Anr. v. Nagar Nigam, Ghaziabad [2025 SCC OnLine SC 221]; and Dharam Singh & Ors. v. State of U.P. & Anr. [Civil Appeal 8558/2018, decided on 19.08.2025].

6. For the present, the respondent - University is directed to give at least two weeks’ notice to the petitioners, if there is any intention to either terminate their services or deny extension of services in accordance with past practice.

7. At the request of learned counsel for the respondents, eight weeks’ time is granted to file counter affidavits. Rejoinders thereto, if any, may be filed within two weeks thereafter.

8. List before the learned Registrar on 19.12.2025.

9. List before the Court on 19.02.2026.”

3. Pleadings are yet to be completed in the writ petition but, pursuant to paragraph 6 of the aforesaid order, the University has issued an Office Order dated 01.10.2025 to the petitioners, which reads as follows:



“Whereas, Sh. Sandeep Kumar was engaged in the University as non-teaching daily wager w.e.f 04/06/2019 for a period of 89 days and his services were extended time to time after giving statutory break.

And whereas, the said initial engagement on daily wages was prima facie illegal/ irregular and its periodic extension was also in contravention of the extant government rules and guidelines.

And whereas Rule 178 of the General Financial Rules (GFR), 2005 prescribe that certain services may be outsourced in the interest of economy and efficiency. Further, Rule 197 of GFR, 2017 give illustrations of the services which can be outsourced.

And whereas the Competent Authority while creating additional teaching/ non-teaching posts in the University have decided that the posts of Laboratory Attendant, OPD attendant and MTS would be filled through outsourcing.

And whereas the Competent Authority has tentatively decided to henceforth consider hiring of the existing daily wages staff in the University on outsource basis through existing service provider of the University.

And whereas Hon'ble High Court of Delhi vide its order dated 25.09.2025 in Writ Petition No. 14828/2025 filed by you/ some daily wagers have directed the University to give at least two weeks' notice to the petitioners, if there is any intention to either terminate their services or deny extension of services in accordance with past practice.

And whereas, the Competent Authority has desired to engage you through existing manpower outsourcing company, viz., M/s. UPNL on expiry of the existing period of engagement as daily wager.

Now therefore, in pursuance of the aforementioned directions of the Hon'ble High Court, Delhi, you are hereby required to give consent, in writing, to the undersigned within 2 weeks from issuance of this order for engagement through the manpower outsourcing agency viz., M/s UPNL failing which your services shall stand terminated as daily wage staff in the University.”

4. The petitioners have, therefore, filed this application challenging the said office order.
5. I have heard Mr. Himanshu Yadav, learned counsel for the petitioners, and Mr. Rajneesh Tingal, learned counsel for the University.



6. It is the undisputed position that the petitioners have been engaged on daily wages by the University for 6-10 years. Their appointments are for 89 days at a time, and re-appointment is offered after a days' break.

7. Mr. Yadav submits that there are 100 sanctioned posts of non-teaching staff, against which no regular recruitments have yet been made. He submits that the petitioners were, thus, appointed against vacant sanctioned posts, and have been serving in the University for a considerable period of time. He also relies upon several judgments of the Supreme Court, including *Vinod Kumar & Ors. v. Union of India & Ors.* [(2024) 9 SCC 327], *Jaggo v. Union of India* [2024 SCC OnLine SC 3826] [hereinafter, "*Jaggo*"], *Shripal & Anr. v. Nagar Nigam, Ghaziabad* [2025 SCC OnLine SC 221] [hereinafter, "*Shripal*"], and *Dharam Singh & Ors. v. State of U.P. & Anr.* [2025 SCC OnLine SC 1735] [hereinafter, "*Dharam Singh*"]. In particular, he submits that in *Jaggo*, the Supreme Court specifically referred to outsourcing as a shield for "*effectively replacing one set of exploited workers with another*". Paragraph 25 of the said judgment reads as follows:

"25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways:

- **Misuse of "Temporary" Labels:** *Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labeled as "temporary" or "contractual," even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.*
- **Arbitrary Termination:** *Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This*



practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.

- **Lack of Career Progression:** Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.

- **Using Outsourcing as a Shield:** Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.

- **Denial of Basic Rights and Benefits:** Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.”

This has also been reiterated in *Shripal* [paragraph 15] and *Dharam Singh* [paragraph 11].

8. Mr. Yadav also relies on a Division Bench judgment of the High Court of Tripura in *Sri Basudeb Debnath & Ors. v. Union of India & Ors.*, [W.P.(C) 1162/2018, decided on 09.03.2021], which deals specifically with the issue of whether an individual, whose services have been taken for years together, can be disengaged by resorting to a policy of outsourcing. The Tripura High Court dealt with this issue, relying upon judgment of Supreme Court in *Hargurpratap Singh v. State of Punjab and Ors.* [(2007) 13 SCC 292], as follows:

“16. Even those who may not qualify for regularization, cannot be disengaged after eliciting work from them for years together by citing a change in policy that henceforth such work would be outsourced. It may be open for the State to outsource some of its tasks but not by disengaging persons engaged since long and that too when the



vacancies against which such engagements were made are still continued. As correctly pointed out by the counsel for the petitioners, in case of Hargurpratap Singh vrs. State of Punjab and others reported in (2007) 13 SCC 292 the Supreme Court had observed as under:

“3. We have carefully looked into the judgment of the High Court and other pleadings that have been put forth before this Court. It is clear that though the appellants may not be entitled to regular appointment as such it cannot be said that they will not be entitled to the minimum of the pay scale nor that they should not be continued till regular incumbents are appointed. The course adopted by the High Court is to displace one ad hoc arrangement by another ad hoc arrangement which is not at all appropriate for these persons who have gained experience which will be more beneficial and useful to the colleges concerned rather than to appoint persons afresh on ad hoc basis. Therefore, we set aside the orders made by the High Court to the extent the same deny the claim of the appellants of minimum pay scale and continuation in service till regular incumbents are appointed. We direct that they shall be continued in service till regular appointments are made on minimum of the pay scale. The appeals shall stand allowed in part accordingly.””

9. The Supreme Court declined special leave to appeal against the aforesaid judgement [Order dated 31.08.2021 in SLP(C) Nos.12645-12646/2021].

10. Mr. Tingal submits that the aforesaid cases are distinguishable, as in the present case, the University does not intend to disengage the petitioner, but to re-engage them through an outsourcing company. Mr. Tingal further submits that the terms of the engagement through an outsourcing agency would be beneficial to the petitioners in terms of the length of contract as well as leave and other benefits available to them.

11. On a *prima facie* consideration, however, I am of the view that the petitioners have made a case for interim protection. In the present case, the University's efforts are not to undertake a regular process of



recruitment against sanctioned posts, in accordance with its Recruitment Rules, but to continue with a different *ad-hoc*/temporary engagement. The petitioners have been fulfilling various duties in the University for a relatively long period of time, and the aforesaid judgments *prima facie* establish that their services cannot be disengaged in favour of outsourced employees.

12. The University is therefore directed to maintain *status quo* with regard to the services of the petitioners, i.e. to continue to engage them on the same basis, as they were engaged prior to filing of the writ petition, until further orders.

13. In respect of Mr. Tingal's submission about the beneficial nature of outsourcing, it is made clear that the present order does not preclude any of the petitioners, who wish to be engaged through an outsourcing agency, from signifying their consent for the same.

14. It is also made clear that these directions are passed in view of the *prima facie* case and balance of convenience, and remain subject to the result of the writ petition.

15. The University may deal with the contents of this application also in their counter affidavit, which is to be filed in the meantime.

16. List this application, alongwith the writ petition, on the date already fixed, i.e. 19.02.2026.

PRATEEK JALAN, J

OCTOBER 10, 2025

UK/AD/