IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 4079 OF 2021

1. Dr. Bhakti Deepak Chaudhary)
Age: 33 yrs. Occupation: Service)
R/at: House no.70, 'Bhakti Yog')
Zenda Bazar, Bhandar Ali,)
Vasai West 401 201)

2. Dr. Merina Philips)
Age: 37 yrs.; Occupation: Service)
R/at: 204, Bldg. No.3/A Wing,)
Evershine Garden, Krishna Township)
Vasai (West) 401 202)

3. Dr. Juilee Kundan Vanmali)
Age: 28 yrs., Occupation: Service)
R/at: 301, Vanmali Sadan, Mahatma)
Jotiba Phule Nagar, Manickpur,)
Vasai (West) 401 202) ...Petitioners

Versus

1.Vasai Virar City Municipal Corporation)
Through Municipal Commissioner,)
Add: Opposite to Virar Police Station,)
Bazaar Ward, Virar East,)
Maharashtra 401 305)

2. The State of Maharashtra)
through its Secretary,)
Urban Development Department,)
4th floor, Mantralaya, Mumbai-400032) ...Respondents

WITH
WRIT PETITION NO. 4094 OF 2021

Mojes Ashok Kale & Ors. ...Petitioners
Versus
Vasai Virar City Municipal corporation & Anr. ...Respondents

WITH

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WRIT PETITION NO. 4677 OF 2022

Vishawanath Waman Haldankar & Ors. ...Petitioners
Versus
Vasai Virar City Municipal corporation & Anr. ...Respondents

WITH

WRIT PETITION NO. 9670 OF 2022

Sarala Jagannath Hinwar & Ors. ...Petitioners
Versus
Vasai Virar City Municipal corporation & Anr. ...Respondents

WITH

WRIT PETITION NO. 9669 OF 2022

Vaibhav Anil Sawant & Ors. ...Petitioners
Versus
Vasai Virar City Municipal corporation & Anr. ...Respondents

WITH

WRIT PETITION NO. 4087 OF 2021

Kavita Anant Naidu & Ors. ...Petitioners
Versus
Vasai Virar City Municipal corporation & Anr. ...Respondents

WITH

WRIT PETITION NO. 4088 OF 2021

Dinesh Tukaram Bhoir & Ors. ...Petitioners
Versus
Vasai Virar City Municipal corporation & Anr. ...Respondents

WITH

WRIT PETITION NO. 4090 OF 2021

Priyanka Chandrakant Sankhe & Ors. ...Petitioners
Versus
Vasai Virar City Municipal corporation & Anr. ...Respondents

WITH

WRIT PETITION NO. 4091 OF 2021

Ramesh Chhabinath Prajapati & Ors. ...Petitioners
Versus
Vasai Virar City Municipal corporation & Anr. ...Respondents

WITH

WRIT PETITION NO. 4092 OF 2021

Jitendra Bharatsing Patil & Ors. ...Petitioners
Versus
Vasai Virar City Municipal Corporation & Anr. ...Respondents

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WITH

WRIT PETITION NO. 4676 OF 2022

Vijay Janardan Darade & Ors. ...Petitioners
Versus
Vasai Virar City Municipal Corporation & Anr. ...Respondents

WITH

WRIT PETITION NO. 4080 OF 2021

Anupama Ganesh Rane & Ors. ...Petitioners
Versus
Vasai Virar City Municipal Corporation & Anr. ...Respondents

WITH

WRIT PETITION NO. 4083 OF 2021

Anita Nilesh Shedge & Ors. ...Petitioners
Versus
Vasai Virar City Municipal Corporation & Anr. ...Respondents

WITH

WRIT PETITION NO. 4085 OF 2021

Atif Husain Faukat & Ors. ...Petitioners
Versus
Vasai Virar City Municipal Corporation & Anr. ...Respondents

———

Mr. Abhijeet Desai a/w Mohini Rehpade, Daksha Madhav, Vijay Singh, Karan Gajra and Deepesh Ramrakhiyani i/b Desai Legal LLP for Petitioners in all Writ Petitions.

Mr. P. P. Kakade, Addl. G.P. a/w A. K. Naik, AGP, Smt. M. P. Thakur, AGP, N. M. Mehra, AGP and Smt. D. S. Deshmukh, AGP for State.

Mr. Vishwanath Patil, for Respondent No.1.

Mr. Arun Panickar i/b Mr. Milind N. for Respondent No.5.

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CORAM: G. S. KULKARNI &
AARTI SATHE, JJ.

RESERVED ON: 01 JULY 2026
PRONOUNCED ON : 11 SEPTEMBER 2026

JUDGMENT (Per G. S. Kulkarni, J.)

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1. Rule. Rule made returnable forthwith. By consent of the parties, heard finally.

2. This batch of petitions involves common issues of facts and law, hence, they are being decided by this common judgment.

(I) Preface

3. It is the petitioners' case that they are in contractual employment of respondent No.1 - Vasai Virar Municipal Corporation (for short '**VVMC**') for very long periods, working on different posts which include posts of Medical Officer, para-medical staff, administrative staff etc. The reliefs as prayed for in these petitions *inter alia* are to the effect that the VVMC be directed to absorb and regularize the petitioners' services. Writ Petition No.4079 of 2021 (Bhakti

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Deepak Chaudhary & Ors. vs. Vasai Virar Municipal Corporation & Anr.) is taken up as the lead petition. The substantive prayers in the said petition are required to be noted, which read thus:

> "b) That this Hon'ble Court upon calling record and proceedings be pleased to issue a writ of mandamus or writ in the nature of mandamus or any other appropriate writ, order or direction to the Respondent No.1 to absorb / regularize and confer permanency on the Petitioners working on their posts on contractual basis with Respondent No.1;
> g) Issue a Writ of Certiorari or any other appropriate Writ, Order or Direction quashing and setting aside the impugned Government letter dated 21.01.2026 bearing No. Vavibhpa- 1924/P.No.177/Navi-23 issued by the Government of Maharashtra, Urban Development Department, marked as EXHIBIT – "H";
> …. … … … .
> h) Issue a Writ of Mandamus or any other appropriate Writ, Order or Direction directing the Respondents to regularise the services of the Petitioners in accordance with the principle of parity and equal treatment, on the same terms and conditions as have been extended to other similarly situated contractual employees who have already been regularised by Respondent No.1;
>
> j) Issue a Writ of Certiorari or any other appropriate Writ, Order or Direction quashing and setting aside the impugned letter dated 28.01.2026 bearing No. V.V.S.M/V.A.V./3013/2026 addressed to the Deputy Commissioner, Legal Department, Vasai Virar City Municipal Corporation, marked as EXHIBIT – "I";"

(II) Facts

4. The facts, as culled out from the lead writ petition, are required to be noted:

The petitioners, who are domiciled in Maharashtra, are employed with the VVMC as Doctors (MBBS) on contractual basis. Such appointment was in pursuance of the petitioners applying under an advertisement issued by the VVMC and after undergoing an independent selection process. It is the petitioners' case that the VVMC has the following medical institutions in its jurisdiction:

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Sr. No.	List of Institutions	Numbers
1	Hospitals	2
2	Urban Primary Health Centre	21
3	Mother and Child Care Centre	3
4	Clinics and Medical Health Units	8
5	Dedicated Covid Hospital (DCH)	2
6	Dedicated Covid Health Centre (DCHC)	1
7	Covid Care Centre	1

5. The petitioners have referred to the provisions of the Maharashtra Municipal Corporations Act, 1949 (for short the '**MMC Act**'), more particularly Section 51 thereof, which provides for the number, designations, grades,etc., of other municipal officers and servants. Section 52 provides for restrictions on the employment of permanent officers and servants. Section 53 provides for 'Power of appointment in whom to vest.' Section 54 provides for the manner of making appointments. Section 55 provides for saving in respect of officers and servants appointed under Chapter XX.

6. It is the petitioners' case that under the provisions of Section 53(3) of the MMC Act, the power of appointing municipal officers and servants, whether permanent or temporary, vests with the Commissioner of the Municipal Corporation, which *inter alia* provides that no temporary appointment shall be made by the Commissioner for any period exceeding six months, and no such appointment shall be renewed by the Commissioner on the expiry of the said period of six months without the previous sanction of the Standing Committee. The petitioners contend that under the said provisions of the MMC Act, the VVMC, through its Deputy Commissioner, floated advertisements on different

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dates under the nomenclature "walk-in-interview" for the purpose of recruitment of various posts for Hospitals, Urban Primary Health Centers, Mother and Child Care centers, Clinics, Medical Health Units, I.C.U and Dialysis Centre on a contractual basis for a temporary period of six months. The said temporary contractual appointments were made under a selection process, which included conducting interviews as scheduled in the advertisement to fill up the post of Nephrologists, Gynecologist, Pediatrician, Doctors, Orthopedic, General Surgeon, Radiologist, Anesthesiologist, Medical Pathologist, Officer (MBBS), Medical Officer (BAMS), PHN Public Health Nurses, General Nurse Midwife, Auxiliary Nurse Midwife, X-Ray Technician, Laboratory Assistants, Counsellor, Cold-chain Technicians, Dialysis Supervisor and Dialysis Technician. The said advertisements also followed the reservation policy in respect of which a reservation roster was applied. The petitioners accordingly joined their respective employment. This is not in dispute.

7. The petitioners contend that they were qualified/eligible to participate in the selection process. Accordingly, they applied for the said posts having fully satisfied the qualifications and the eligibility criteria as prescribed under the advertisement as issued by respondent No.1 / VVMC. It is contended that the selection process was duly carried out under the provisions of Section 54 of the MMC Act. The petitioners were interviewed for the aforesaid posts by a Selection Committee constituted under the provisions of Section 54 of the MMC Act. The said Committee comprised of the Commissioner being the Chairman of the Committee; it also comprised of an officer designated by the Commissioner

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together with the Chief Accounts Officer, the concerned Head of the Department, another Officer designated by the Commissioner/ representative of a backward class as a member, the District Women & Child Welfare Officer as a member, District Social Welfare Officer as a member, Project Officer, Integrated Tribal Development Project as member and the Deputy Commissioner (Establishment) as the Secretary and Conveyor of the said Selection Committee being the other members of the Selection Committee.

8. The petitioners have categorically contended that the constitution of the said selection Committee and the process undertaken by the VVMC for selection, was published by the VVMC in the Government Gazette dated 16 December 2010 *inter alia* prescribing the qualifications with respect to the appointment for the posts of Medical officers, which also sets out the rules and regulations with respect to the selection procedure for the aforesaid posts.

9. It is the petitioners' case that after scrutinizing the documents of the petitioners and interviews being conducted by respondent No. 1, the petitioners were found eligible and appointed to the posts for which they had applied. It is their contention that the said selection was as per the recruitment norms set out in the aforesaid Government Gazette. It is further contended by the petitioners that under the provision of Section 53 (3) of the MMC Act, from time to time, after the expiration of the initial contract for the period of six months, the Commissioner of the VVMC placed a proposal for renewal of the said contracts before the Standing Committee of the VVMC. It is contended that the Standing Committee, on each occasion, considered the proposals and upon finding that the

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services of the petitioners fell within the emergency services, and accordingly, sanctioned renewal of the petitioners' appointment on the posts held by them, considering the nature of the services rendered by the petitioners. This however, was done by giving the petitioners a one day break / technical break in service, just to show that the petitioners were not allowed to continue as regular employees or to avoid any further consequences with respect to a claim of permanency or regularization in their service with the VVMC by the petitioners.

10. It is hence, submitted that in fact, the petitioners, on the day of such one day break (technical break), had reported for duties, which, according to the petitioners, made their services continuous and uninterrupted. It is contended that the contractual appointments of the petitioners till date are periodically revised by the VVMC by their respective orders. It is the petitioners' case that insofar as the posts held by them are concerned, they have been working for more than 8 to 11 years, the details of which are as under:

Sr. No.	Name of Petitioner	Designation	Date of joining with VVCMC	Years of Experience till date
	(Not Regularised)			
	W.P.4080 of 2021 Consultant			
1	Dr. Vaishali Prashant Rane	Consultant	21-Aug-2014	11 Years
2	Dr. Suraj Ashok Baghel	Consultant	23-Mar-2015	10 Years
3	Dr. Madhavi Nitin Deshpande	Consultant	1-Apr-2015	10 Years
4	Dr. Amrut Antar Pawar	Consultant	10-Sep-2015	10 Years
5	Dr. Parigha Rahul Patil	Consultant	10-Sep-2015	10 Years
6	Dr. Varun Vijay Shirishkar	Consultant	10-Mar-2017	8 Years
7	Dr. Dr. Shobha Vinod Adhikari	Consultant	8-Jun-2017	8 Years
8	Dr. Anju Tiwari Shukla	Consultant	20-Jun-2017	8 Years
9	Dr. Rajendra Subhash Pingale	Consultant	30-Jun-2017	8 Years
10	Dr. Venkat Tukaram Gunale	Consultant	30-Jun-2017	8 Years

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11. The petitioners contend that with such long years of service as rendered by them, the position which exists today is that the petitioners have no choice or any meaningful choice, but to give their assent to the contract or sign on the dotted line, in a prescribed or standard form or to accept such contract with the VVMC, as the petitioners' stand in a well established position in the services of the VVMC.

12. In the aforesaid circumstances, the petitioners made representations to the VVMC seeking absorption and/or regularization of their services, as they were at such a stage that with their age they can neither be considered for any public employment, nor could they appear for any competitive examination. However, such representations (annexed to the petition) were not considered by the VVMC. This more particularly, when it is not the case that work is not available with the VVMC, nonetheless, such contractual appointments were made. Despite an open acknowledgment that there was a continuous workload available with the VVMC, and hence the VVMC was continuing the services of the petitioners by giving them a technical break on paper.

13. It is contended by the petitioners that, although being appointed on contractual basis, the VVMC followed the constitutional mandate and schemes framed thereunder for such public employment, in undertaking the selection procedure. Hence, absorbing and regularizing the services of the petitioners would not harm the VVMC in respect of administrative and financial management, as also a reservation roster was maintained in making such

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appointments.

14. It is contended that the petitioners are health workers, and their actual appointment on a contractual basis by the VVMC is nothing but a need of the hour. It is contended that, during the COVID-19 pandemic, the petitioners had discharged duties on their respective posts, risking their lives and had wholly managed the actual functioning of the hospitals and health centers situated within the VVMC. It is thus contended that the work allotted to the petitioners is not temporary in nature and each and every petitioners' work is interrelated to that of the others. Hence, the petitioners cannot be expected to discharge their duties in the employment with the VVMC, on exploitative terms with no guarantee of livelihood, with such uncertainty of there being no provision for bonus, retiral benefits etc. It is thus submitted that for such reason, there is a clear contravention of constitutional provisions and the aspirations of the downtrodden classes. It is the petitioners' case that the principles of law in regard to absorption and regularization, as applicable to the facts and circumstances of the present case, are well settled, relying on the decisions of the Supreme Court in **Sheo Narain Nagar and Ors. Vs. State of Uttar Pradesh & Ors.**[1]**; Secretary, State of Karnataka & Ors. Vs. Umadevi & Ors.**[2]**;** as also the decision of this Court in **Madhukar Bhavanrao Sadgir & Ors. Vs. State of Maharashtra & Ors.**[3].

15. It is the petitioners' contention that this is not a case, that sanctioned permanent posts are not available for regularization and for granting permanency

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1 AIR 2018 SC 233

2 (2006)4 SCC 1

3 2019(2) Mh.L.J. 119

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of service to the petitioners, as there are adequate number of posts which are available with the VVMC. It is also the petitioners' case that the State Government is also not averse to the petitioners being absorbed in such posts which are available, however, the State Government has issued the letter dated 21 January 2026 addressed to the Commissioner, VVMC whereby the Government directed the Municipal Corporation to conduct an examination (Computer Programme Based Test/Examination) for all working contractual officers/ employees in accordance with the General Administration Department's Government Decision dated 21 November 2022 as a condition to regularize their services. It is the petitioners' case that such insistence of the State Government is contrary to the earlier stand of the State, as also of the VVMC. Hence, the same is also inconsistent with the principle of parity and equal treatment in respect of those who have already been regularized without any such examination, while excluding the petitioners, i.e., 33 out of the total 479 petitioners have already been absorbed and regularized by respondent No.1 into the regular establishment of the VVMC vide Government Resolutions dated 23 November 2023 and 15 March 2024. It is contended that these regularized employees/petitioners were granted regular appointment orders and placed on probation in accordance with the applicable service rules. It is also contended that such regularized employees have successfully completed their probation periods and have now been duly confirmed in their respective posts as regular employees of the VVMC. It is contended that the said regularization and confirmation were carried out without requiring the concerned employees to undergo any examination, as now being

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foisted under the impugned Government letter dated 21 January 2026.

16. On behalf of the petitioners, it is next submitted that the Deputy Commissioner (Medical Health), VVMC, on 28 January 2026, issued the impugned letter addressed to the Deputy Commissioner, Legal Department, VVMC, reiterating and confirming the directions contained in the impugned Government letter dated 21 January 2026, so as to impose the condition of examination for regularization, which according to the petitioners, is applying of a different yardstick from that applied to those who are already regularized. In supporting such contention, the petitioners have placed reliance on the decision of this Court in **Dr. Smita Hule Vs. Kalyan Dombivali Municipal Corporation**[4] which is a case similar to that of the petitioners wherein absorption was granted to those doctors appointed on a contractual basis. The petitioners submit that by the impugned order dated 21 January 2026, the petitioners cannot be foisted with such an examination more particularly, when the petitioners are serving for long duration as if they are the regular employees. It is hence submitted that imposing of such examination in the present circumstances would be arbitrary, unreasonable, bad in law as also contrary to the norms which were earlier set out and implemented.

17. It is on the aforesaid premise, the petitioners have prayed for the reliefs as noted hereinabove. The other companion matters pray for identical reliefs.

(II) Reply Affidavit on behalf of Respondent No. 1-VVMC

18. On behalf of VVMC/respondent No.1, reply affidavit of Mr. Santosh

[4] 2017 SCC OnLine Bom 497

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Deherkar, its authorised signatory, dated 25 September 2021 is filed opposing the writ petition. At the outset, the affidavit denies the petitioners' allegations and states that the present petition is one amongst a group of writ petitions filed by contractual employees of the health department seeking absorption and regularisation on similar grounds.

18.1 It is stated that the VVMC was constituted on 3 July 2009 by amalgamating four Municipal Councils and "fifty-three Gram Panchayats". It is contended that owing to rapid urbanization, expansion of municipal limits and increasing administrative responsibilities, Respondent No.1 submitted proposals to the State Government for approval of a revised staffing pattern and creation of additional sanctioned posts.

18.2 It is stated that pursuant to the Government Order dated 5 June 2014, recruitment to Class B (Non-Gazetted) and Class C posts was required to be made through written examinations instead of interviews. The State Government thereafter approved the staffing pattern by Government Resolution dated 9 September 2014, sanctioning 1610 additional posts subject to prescribed conditions and simultaneously notified the Vasai Virar City Municipal Corporation (Service Sector and Classification of Service) Rules, 2014. It is clarified that the said recruitment rules do not apply to contractual, ad hoc or temporary appointments.

18.3 It is further stated that, pursuant to subsequent Government notifications, recruitment to eligible posts was required to be conducted only through the

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online recruitment system operated by MahaOnline and later through the mandatory e-MahaPariksha portal. Respondent No.1 accordingly initiated the necessary administrative process, including approval of reservation rosters, budgetary sanctions and coordination with the State authorities for undertaking recruitment through the prescribed mechanism.

18.4 The reply affidavit further states that, during the process of implementing the revised recruitment mechanism, the Supreme Court in the case of State of Maharashtra vs Anita & Anr[5] by its order dated 12 July 2016 held that the persons appointed on contractual basis for a temporary period shall not be entitled to claim permanency. The State Government thereafter on 9 February 2018 circulated the said decision and directed all local authorities to ensure that contractual appointments are not regularized contrary to law and that appropriate conditions are incorporated in appointment orders.

18.5 It is further stated that, although the State Government permitted recruitment to certain Grade 'A' medical posts under Section 54 of the MMC Act, the procedure for regular recruitment to other posts remained incomplete. Respondent No.1, therefore, repeatedly sought guidance from the State Government regarding the recruitment process, reservation roster and the role of the Maharashtra Public Service Commission (MPSC). The MPSC, however, informed that it was not empowered to undertake such recruitment until the requisite statutory guidelines were framed.

[5] AIR 2016 SC 3333

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18.6 It is next stated that, as the procedure for regular recruitment was not finalized and the e-MahaPariksha portal had become inoperative, respondent No.1 was compelled to continue temporary contractual appointments to ensure uninterrupted health services. During the COVID-19 pandemic, respondent No.1 again sought approval for regular recruitment and the reservation roster; however, the process could not be taken forward due to the stay on recruitment against the Socially and Educationally Backward Classes (SEBC) category and the consequent pendency of roster verification as ordered by the Supreme Court.

18.7 It is contended that the continuous correspondence exchanged with the State Government clearly demonstrates that Respondent No.1 had constantly made efforts to finalize a lawful procedure for regular recruitment. It is submitted that permanent appointments can be made only in accordance with the statutory recruitment procedure prescribed by the State Government and not otherwise. It is contended that since the contractual appointments were made without following the regular recruitment process or reservation roster applicable to permanent recruitment, the petitioners cannot seek absorption or regularization. It is contended that granting regularization would be unfair to eligible candidates who did not apply pursuant to the contractual advertisements, which expressly stipulated that the appointments were purely temporary.

18.8 The reply affidavit thereafter proceeds to answer the petition paragraph-wise *inter alia* contending that the Government Circular dated 16 December 2010

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relied upon by the petitioners is inapplicable to Respondent No.1 and that the formation of the Selection Committee is governed by the Vasai Virar City Municipal Corporation (Service Sector and Classification of Service) Rules, 2014.

18.9 In regard to the petitioners' contention concerning repeated contractual appointments, it is stated that every appointment was expressly made for a period of six months in accordance with Section 53 of the MMC Act. Each appointment letter specifically provided that no claim for regularization or absorption would arise. The appointment letters were also issued in conformity with the State Government's Circular dated 9 February 2018 issued pursuant to the judgment of the Supreme Court in **State of Maharashtra v. Anita & Anr** (supra). The allegation of the petitioners that Respondent No.1 deliberately granted a one-day technical break to deprive the petitioners of permanency has been denied. It is submitted that each appointment was an independent contractual appointment made in accordance with Section 53 of the MMC Act and accepted by the petitioners without protest. It is contended that the petitioners, having accepted the terms of appointment and continued to serve thereunder, cannot subsequently claim that the contractual conditions are arbitrary or seek the benefits available to permanent employees. It is next contended that the petitioners have misrepresented the terms of appointment. The appointment letters were issued strictly in accordance with Section 53 of the MMC Act and pursuant to the authorization granted by the Standing Committee. The petitioners accepted the contractual terms without protest and continued in service. It is next contended that the service conditions applicable to permanent employees cannot

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automatically be extended to temporary contractual appointees, until the statutory recruitment procedure is completed, respondent No.1 is not legally empowered to confer permanent status upon the petitioners. The petitioners' contentions on the challenge to the appointment conditions on the ground of violation of Articles 14 and 16 of the Constitution or Section 23 of the Indian Contract Act, 1872 are specifically denied. The affidavit further states that the contractual conditions contained in the appointment letters are neither arbitrary nor discriminatory and do not violate the principles of natural justice. The appointments were made only as temporary appointments under the statutory scheme and cannot be characterized as exploitative. It is submitted that there is no violation of the constitutional provisions, hence, the petitioners' interpretation of the decisions relied upon by them is erroneous. It is lastly contended that the petitioners have no vested right to seek regularization or absorption and that any direction to regularize contractual appointees without following the prescribed recruitment procedure would be contrary to the constitutional scheme governing public employment. It is hence contended that the writ petition is liable to be dismissed.

19. Another reply affidavit has been filed on behalf of the VVMC on 28 April 2026 in which it is *inter alia* contended that the Government of Maharashtra, Urban Development Department had issued a communication dated 21 January 2026 to the VVMC by which the Government directed the VVMC to conduct an examination process (Computer programme based test/Examination) for all working contractual officers/employees in accordance with the General

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Administration Department's Government decision dated 21 November 2022. It is contended that the VVMC is a local authority and is bound by the policy decisions and directions issued by the State Government in exercise of its administrative powers, and hence, the VVMC has no independent authority to disregard or act contrary to the directions issued by the Government of Maharashtra, particularly when such directions are in furtherance of the implementation of a Government Resolution applicable to all similarly situated contractual employees. It is contended that in compliance with the aforesaid Government directives, the Deputy Commissioner (Medical Health) issued a letter dated 28 January 2026 to the Deputy Commissioner (Legal Department), thereby initiating the process of conducting the prescribed examination for all eligible contractual officers/employees, and thus, the decision to conduct the examination process by the VVMC is in consonance with the said Government decision providing for the procedure to regularize / absorb the contractual employees through a transparent and merit-based mechanism.

Orders passed by the Court on the present proceedings

20. Before we proceed to note the submissions of the learned Counsel for the parties, we may note some of the relevant orders which are passed on the present proceedings.

21. By an order dated 11 September 2023, a co-ordinate Bench of this Court recorded a statement made on behalf of the Commissioner of the Corporation, not to take a coercive action against the petitioners, which was ordered to operate till the final disposal of this petition. It was observed that the petitions fall broadly

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into two categories, one category relating to the petitioners' appointment against the sanctioned posts and the other category relating to the petitioners' appointment against the non-sanctioned posts. On 1 July 2024, the Court noting that the petitioners are working with the respondent/VVMC as doctors for various durations and that many of them had rendered service during the Covid-19 pandemic period, and considering the services rendered by them during the difficult period of the Covid-19 pandemic, and on the consideraton that there was always a need for qualified doctors in public services, and especially since some of the petitioners were made permanent, and as the interim relief was operating, the Commissioner of the VVMC was directed to consider the case of the petitioners sympathetically within the ambit of law. On such backdrop, thereafter on 10 July 2024 the following order came to be passed:-

> " Though we had adjourned the Petitions today primarily emphasizing on the case of the Doctors, in the group of these Petitions there are Petitioners other than the Doctors seeking similar relief. In spite of adjournment no clear instructions are given either to the Office of the Government Pleader or to the learned Counsel appearing for the Municipal Corporation.
>
> 2. The learned Senior Advocate for the Petitioners has tendered a chart listing the categories and number of the Petitioners vis-a-vis the sanctioned posts. He states that the number of sanctioned posts listed therein is from the year 2014 and as per his information the number of sanctioned posts must have increased in the last decade. Instructions be taken as to the number of sanctioned posts and vacancies as on today. Also to what is the methodology that the State and the Municipal Corporation has adopted for regularization of the employees those who have already regularized. So that there is no further delay on the ground of lack of instructions, the learned AGP and the learned Counsel for the Respondent – Corporation state that they will request the concerned Commissioner and the Secretary/Deputy Secretary to join the hearing through Video Conferencing on the next date."

22. On the backdrop of the aforesaid order, on 18 July 2024 a co-ordinate Bench of this Court recorded in its order that the proposals of various other municipal corporations for absorption of similarly situated employees had been

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submitted to the State Government, which the State Government had sanctioned and hence, there was no reason why the VVMC should not also take similar steps. Such order has also recorded the number of sanctioned posts and the persons working on a contractual basis. The said order needs to be noted which reads thus:

> " This group of petitions is filed by the medical officers, paramedical staff and administrative staff of Vasai Virar Municipal Corporation.
>
> 2. The Petitioners are working on different posts on temporary/contractual basis for period ranging from three years to ten years. By this petition, they seek direction to regularise or absorb their services. The Petitioners contend that in respect of various other municipal corporations, they had submitted proposal for absorption of similarly situated employees which State Government has sanctioned and there is no reason why the Vasai Virar Municipal Corporation should not also take similar steps.
>
> 3. **In our earlier orders, we had expressed that, considering the fact that the Petitioners are working to provide health services being in medical and paramedical departments over the years, having acquired expertise and having assisted the Corporation during the Covid-19 pandemic, require sympathetic consideration.**
>
> 4. The Commissioner of Municipal Corporation, Deputy Secretary of Department of Health are present in the Court. The learned counsel for the Respondent - Corporation submitted that the Respondent Corporation desires to consider the case of the Petitioners sympathetically, however, procedural aspect cannot be overlooked. **The learned counsel for the Corporation informs that as regards medical officers, the sanctioned staff is 132, 31 posts being occupied and 101 vacant posts. Out of 315 posts of paramedical staff, 21 have been filled in and 294 posts are vacant. As regards administrative staff, all the 18 posts are vacant. The total, therefore, is 465 sanctioned staff with only 52 permanent and 413 vacant posts. We are informed that the Petitioners are around 479. These figures i.e. out of 465 sanctioned posts, only 52 working permanently and 479 working on temporary and contractual basis is a matter of concern.**
>
> 5. **The learned counsel for the Municipal Corporation submitted that the Corporation is in process of drawing a proposal providing for scheme of absorption and submitting it to the State Government.**
>
> 6. The learned AGP, on instructions, submitted that once such a proposal is received, the State Government would apply the criteria as such length of service, manner of appointments and thereafter take necessary decision.
>
> 7. **We have no doubt that once such proposal is submitted, the State Government will keep in mind that as regards other municipal corporations, as pointed out by the Petitioners, that is Sangli Municipal Corporation and Navi Mumbai Municipal Corporation, similar proposals have been sanctioned by the**

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State Government.

8. As submitted, the Municipal Corporation will submit the proposal in respect of the Petitioners (excluding those who are not in service as on today) and other employees if the Corporation chooses to do so, to the State Government within a period of three weeks from today. The State Government will thereafter take a decision within period of seven weeks from receipt of proposal.

9. Stand over to 1 October 2024 to report compliance/progress under the caption 'For Directions'.

10. Till the decision is so taken, the services of the Petitioners shall be continued."

(emphasis supplied)

(V) Submissions on behalf of the petitioners

23. On the aforesaid backdrop, we have heard learned Counsel for the parties. Mr. Desai, learned Counsel for the petitioners has made the following submissions.

24. There are sanctioned posts as observed by the Court in the aforesaid order and on such sanctioned posts the VVMC cannot keep employees appointed on a contractual basis for years together, more particularly when the work which is required to be discharged is of a perennial nature. This more particularly when it comes to the health department, in which the VVMC was running hospitals, health centers and dispensaries. As also when the initial appointments were made by following the selection procedure and following the roster, however, by making contractual appointments and by giving artificial breaks, the petitioners were continued in service. It is submitted that the petitioners were discharging continuous service for 8 to 10 years without a break, as even on the date of the artificial break, the petitioners reported for duties and discharged their regular duties. In these circumstances, it was imperative for the VVMC to regularize the

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petitioners' appointments not only on the posts which are sanctioned, but also by approaching the State Government for absorption/regularization of the petitioners on suitable posts, as these appointees have continued to discharge duties for such large number of years. It is submitted that serious prejudice is being caused to the petitioners, as the petitioners have already become age barred, and they cannot avail of any alternate public employment, as there is no scope for appearing in the examination conducted by the public bodies where they would otherwise be eligible for appointment to similar posts.

25. It is submitted that it has been a consistent practice followed by several municipal corporations to approach the State Government for approval of regularization / permanency, to be granted to such contractual employees and hence, a different yardstick cannot be applied in respect of the petitioners, namely those who have continued and those who have not been regularized despite their long years of service with the VVMC. In fact in respect of VVMC only 33 number of contract employees have been regularized without the requirement of any test as insisted in the State Government's communication dated 28 January, 2026.

26. It is submitted that it is also not appropriate for the State Government to foist the directives as contained in the communication dated 28 January 2026 on the petitioners who are in service of the VVMC for a very long period, so as to impose a condition of requiring the petitioners to appear for an examination for the purpose of regularization. It is submitted that this was in pursuance of the policy of the General Administration Department (GAD) as contained in the

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Government decision dated 21 November 2022, and it is after such policy was brought in force, without the contractual employees being subjected to the examination, regularization has been granted in respect of 33 employees who worked with the VVMC. It is therefore, submitted that there cannot be a different yardstick which can be applied to the petitioners and more particularly when the present proceedings have been pending for more than six years. Thus, for such reasons, it is submitted that the impugned communication dated 28 January 2026 is bad and illegal. Mr. Desai has placed reliance on the decisions as noted by us hereinabove to submit that it would be the constitutional right and legitimate expectation of the petitioners to be regularized in these circumstances, and which is now well accepted even by the VVMC, the State Government and different municipal corporations. In support of his contentions, Mr. Desai has placed reliance on the decisions in **State of U.P. & Ors. v. Arvind Kumar Srivastava & Ors.**[6]**; Jaggo Vs. Union of India & Ors.**[7]; **Dharam Singh & Ors. Vs. State of U.P. & Anr.**[8] and **Sachin Ambadas Dawale Vs. State of Maharashtra & Ors.**[9]. Mr. Desai would thus submit that this is a fit case where the Court needs to issue directions to the VVMC as also the State Government to regularize the petitioners' services.

(VI) Submissions on behalf of the Respondents

27. On the other hand, the learned AGP although has opposed these

[6] (2015)1 SCC 347

[7] 2024 SCC OnLine SC 3826

[8] 2025 SCC OnLine SC 1735

[9] 2013 SCC OnLine Bom 1670

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proceedings, he submits that his contentions are not different from what has been set out in the reply affidavit filed on behalf of the VVMC, namely that it would be incumbent upon the VVMC to subject the petitioners to a test as contemplated by the Government Communication dated 28 January 2026 which is on the basis of the GAD's Government Decision dated 21 November 2022.

28. Mr. Patil, learned Counsel for the VVMC has although opposed this petition, however, he has fairly not disputed that the petitioners are working as contractual employees for long number of years and that from time to time their contractual employment was extended. He has also not disputed that the VVMC has in fact approached the State Government for regularization of their services. However, he would submit that while undertaking such exercise of regularization, the VVMC is bound by the directives of the State of Maharashtra as contained in its impugned communication dated 28 January 2026, and it is for such reason that the steps were taken by the VVMC to undertake an examination for the purpose of regularization. Mr. Patil has placed reliance on the reply affidavit filed on behalf of the VVMC which we have noted hereinabove to oppose this petition.

(VII) Analysis

29. Having heard learned Counsel for the parties and having perused the record, we find substance in the contention as urged on behalf of the petitioners inasmuch as it is not in dispute that the petitioners are working as contractual employees in the Health Department of the VVMC in the capacity as doctors as also in other different capacities. They have been rendering continuous services in medical centers of the VVMC and most pertinently as observed by the

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Division Bench of this Court, also during the difficult times of the Covid-19 pandemic. It also appears to be an admitted position that the State Government despite its policy of prescribing a GAD examination, as reflected in the impugned communication dated 28 January 2026, has taken steps in the year 2023 (vide orders dated 23 November 2023 & 15 March 2024) to approve regularization of the services of 33 contractual employees of the VVMC. This apart the State Government has also taken steps to regularize the services of the contractual employees of other municipal corporations. If this be so, as rightly contended by the petitioners, a different yardstick cannot be applied in the petitioners' case, and they would also be entitled to be regularized once the other basic conditions of qualification are fulfilled by them coupled with the long years of service rendered by them, needs to enure to their benefits, except for the requirement of an examination being sought to be imposed under the impugned communication dated 28 January 2026.

30. The petitioners would also be correct in their contention that the plight of the petitioners is such that having worked for the VVMC for such a long period which is a period of almost 8 to 10 years, the petitioners today have nowhere to go, except to continue the employment of the VVMC. In our opinion, the petitioners in that regard are correct in their contention that the doors of any other public employment for any similar services or recruitment which may be undertaken by such organizations, have been closed for them, not only on the ground that they would be age barred but also on the ground that they would be subjected to a rigorous selection procedure of an examination, etc. which in the

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present circumstances cannot be sustained on them. Thus, this is a case which clearly demonstrates that a serious prejudice is being caused to the petitioners by such inaction on the part of the VVMC in not regularizing the petitioners' services. In fact, their continuous appointment on contractual posts and the petitioners discharging the services on such post held by them year after year and that too for a unduly long period has created a legitimate expectation of the petitioners being absorbed.

31. In our opinion, in fact, the plight of the employees who were similarly placed like the petitioners was considered by the State Government, while dealing with the other municipal corporations, when regularization of their services has been granted. Also in the case of the VVMC, 33 employees have been granted regularization as approved by the State Government without they being subjected to any further selection procedure. The law would be required to be applied uniformly to all such employees. In our opinion, the law certainly supports the petitioners' case as we discuss the principles hereinbelow. In such context, the petitioners would be correct in relying on the decisions in **Sachin Ambadas Dawale Vs. State of Maharashtra & Ors.**(supra), **State of U.P. & Ors. v. Arvind Kumar Srivastava & Ors.**(supra); **Jaggo Vs. Union of India & Ors.**(supra); **and Dharam Singh & Ors. Vs. State of U.P. & Anr.**(supra).

32. In ***Sachin Ambadas Dawale & Ors. v. State of Maharashtra & Anr.*** (supra), this Court considered whether contractual employees appointed through a public advertisement and a duly constituted Selection Committee could be denied regularization by treating them as back-door entrants within the meaning of

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Umadevi (supra). The Court held that where appointments are made after following the prescribed recruitment procedure through an open selection process, such appointments cannot be regarded as illegal or back-door entries merely because they were initially contractual.

33. In the present case, the petitioners were appointed pursuant to public advertisements, after undergoing selection before a duly constituted Selection Committee in accordance with the provisions of the Maharashtra Municipal Corporations Act and the applicable recruitment rules. Their appointments, therefore, cannot be characterized as illegal.

34. In **State of U.P. & Ors. v. Arvind Kumar Srivastava & Ors.** (supra), the issue before the Supreme Court was whether the benefit of a judgment granted to one set of employees ought to be extended to other identically situated employees who had not approached the Court. The Supreme Court held that the normal rule in service jurisprudence, is that when a particular set of employees is granted relief, all other identically situated employees are also entitled to the same benefit, and denial thereof would amount to discrimination violative of Article 14 of the Constitution. The Court clarified that this principle is subject to the exceptions of delay, laches and acquiescence, which would apply only to "fence-sitters", and further held that where the judgment is in rem, particularly in matters concerning a scheme of regularization or policy, the authorities are under an obligation to extend the benefit to all similarly situated employees. In the present case, the petitioners cannot be regarded as fence-sitters. Moreover, the respondent Corporation has already regularized 33 similarly situated contractual employees

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who were appointed through the same recruitment process, discharged identical duties and were governed by the same service conditions. The respondents, therefore, cannot apply a different yardstick to the petitioners by insisting upon a fresh examination while extending regularisation to other identically situated employees. The following principles of law as laid down by the Supreme Court in **Arvind Kumar Srivastava** (supra) are aptly applicable to the present case:-

> "**22.** The legal principles which emerge from the reading of the aforesaid judgments, cited both by the appellants as well as the respondents, can be summed up as under.
> **22.1.** The normal rule is that when a particular set of employees is given relief by the court, all other identically situated persons need to be treated alike by extending that benefit. Not doing so would amount to discrimination and would be violative of Article 14 of the Constitution of India. This principle needs to be applied in service matters more emphatically as the service jurisprudence evolved by this Court from time to time postulates that all similarly situated persons should be treated similarly. Therefore, the normal rule would be that merely because other similarly situated persons did not approach the Court earlier, they are not to be treated differently.
> **22.2.** However, this principle is subject to well-recognised exceptions in the form of laches and delays as well as acquiescence. Those persons who did not challenge the wrongful action in their cases and acquiesced into the same and woke up after long delay only because of the reason that their counterparts who had approached the court earlier in time succeeded in their efforts, then such employees cannot claim that the benefit of the judgment rendered in the case of similarly situated persons be extended to them. They would be treated as fence-sitters and laches and delays, and/or the acquiescence, would be a valid ground to dismiss their claim.
> **22.3.** However, this exception may not apply in those cases where the judgment pronounced by the court was judgment in rem with intention to give benefit to all similarly situated persons, whether they approached the court or not. With such a pronouncement the obligation is cast upon the authorities to itself extend the benefit thereof to all similarly situated persons. Such a situation can occur when the subject-matter of the decision touches upon the policy matters, like scheme of regularisation and the like (see *K.C. Sharma* v. *Union of India* [*K.C. Sharma* v. *Union of India*, (1997) 6 SCC 721 : 1998 SCC (L&S) 226]). On the other hand, if the judgment of the court was in personam holding that benefit of the said judgment shall accrue to the parties before the court and such an intention is stated expressly in the judgment or it can be impliedly found out from the tenor and language of the judgment, those who want to get the benefit of the said judgment extended to them shall have to satisfy that their petition does not suffer from either laches and delays or acquiescence.

35. In a recent decision in ***Jaggo v. Union of India*** (supra), the Supreme Court

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considered whether employees engaged on temporary or contractual basis for long periods while performing perennial duties could be denied regularization by merely relying upon the nomenclature of their appointments and the decision of the Supreme Court in **Secretary, State of Karnataka & Ors. vs. *Umadevi & Ors.*** (supra). The Court held that where the work performed is perennial in nature and fundamental to the functioning of the establishment, the employer cannot indefinitely continue such employees on temporary terms and thereafter invoke the judgment in *Umadevi* (supra) to defeat their legitimate claim. The Court reiterated that *Umadevi* (supra) distinguishes illegal appointments from irregular appointments and cannot be used to perpetuate exploitative employment practices. In the present case, the petitioners have continuously performed indispensable medical and public health functions in the respondent Corporation for several years after being appointed through a transparent selection process. Their appointments are not illegal or back-door appointments, and the perennial nature of their duties clearly demonstrates that the respondents cannot deny regularization merely on the basis that their appointments were contractual, moreover by imposing a examination as impugned. The relevant observations of the Supreme Court read thus:

> **"13.** The claim by the respondents that these were not regular posts lacks merit, as the nature of the work performed by the appellants was perennial and fundamental to the functioning of the offices. The recurring nature of these duties necessitates their classification as regular posts, irrespective of how their initial engagements were labelled. It is also noteworthy that subsequent outsourcing of these same tasks to private agencies after the appellants' termination demonstrates the inherent need for these services. This act of outsourcing, which effectively replaced one set of workers with another, further underscores that the work in question was neither temporary nor occasional.
>
> …
>
> **26.** While the judgment in *Uma Devi* (supra) sought to curtail the practice

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> of backdoor entries and ensure appointments adhered to constitutional principles, it is regrettable that its principles are often misinterpreted or misapplied to deny legitimate claims of long-serving employees. This judgment aimed to distinguish between "illegal" and "irregular" appointments. It categorically held that employees in irregular appointments, who were engaged in duly sanctioned posts and had served continuously for more than ten years, should be considered for regularization as a one-time measure. However, the laudable intent of the judgment is being subverted when institutions rely on its dicta to indiscriminately reject the claims of employees, even in cases where their appointments are not illegal, but merely lack adherence to procedural formalities. Government departments often cite the judgment in *Uma Devi* (supra) to argue that no vested right to regularization exists for temporary employees, overlooking the judgment's explicit acknowledgment of cases where regularization is appropriate. This selective application distorts the judgment's spirit and purpose, effectively weaponizing it against employees who have rendered indispensable services over decades.
>
> **27.** In light of these considerations, in our opinion, it is imperative for government departments to lead by example in providing fair and stable employment. Engaging workers on a temporary basis for extended periods, especially when their roles are integral to the organization's functioning, not only contravenes international labour standards but also exposes the organization to legal challenges and undermines employee morale. By ensuring fair employment practices, government institutions can reduce the burden of unnecessary litigation, promote job security, and uphold the principles of justice and fairness that they are meant to embody. This approach aligns with international standards and sets a positive precedent for the private sector to follow, thereby contributing to the overall betterment of labour practices in the country."

36. In **Dharam Singh & Ors. v. State of U.P. & Anr.** (supra), the Supreme Court has held that although the creation of posts is primarily an executive function, the refusal to sanction posts cannot be immune from judicial scrutiny on arbitrariness, particularly where the employer ignores the functional necessity of the work and its own longstanding reliance on employees performing regular and perennial duties. The Supreme Court observed that continuous deployment of employees to perform duties which are continuous, integral and perennial demonstrates the permanent nature of the work. It was held that the State cannot continue extracting such work for years while pleading want of sanctioned strength. The Court further held that *Umadevi* (supra) distinguishes between

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illegal appointments and irregular engagements and does not endorse the perpetuation of precarious employment where the work itself is permanent and the State has failed, for years, to put its house in order. It reiterated that *Umadevi* (supra) cannot be deployed as a shield to justify long-term *ad hocism* or exploitative contractual engagements. The relevant observations of the Supreme Court read thus:

> **8.** The State's refusal of 11.11.1999 cites "financial constraints" and the subsequent decision of 25.11.2003 (taken after the High Court's direction to reconsider) adverts to financial crisis and a ban on creation of posts. Neither decision engages with relevant considerations placed on record, namely, the Commission's 1991 resolution and repeated proposals, the acknowledged administrative exigencies of a recruiting body handling large cycles, the continuous deployment of these very hands for years, and the existence of attendant work that is primarily perennial rather than sporadic. While creation of posts is primarily an executive function, the refusal to sanction posts cannot be immune from judicial scrutiny for arbitrariness. We believe that a non-speaking rejection on a generic plea of "financial constraints", ignoring functional necessity and the employer's own longstanding reliance on daily wagers to discharge regular duties, does not meet the standard of reasonableness expected of a model public institution.
>
> **9.** Moreover, it is undisputed that the nature of work performed by the appellants, i.e. sorting and scrutiny of applications, dispatch and office support, and driving, has been continuous and integral to the Commission's functioning since their engagement between 1989 and 1992. The Commission itself moved for sanction of fourteen posts and furnished a list of fourteen daily wagers including the appellants. That consistent internal demand, coupled with uninterrupted utilisation of the appellants' labour on regular office hours, fortifies the conclusion that the duties are perennial. To continue extracting such work for decades while pleading want of sanctioned strength is a position that cannot be sustained.
>
> …
>
> **11.** Furthermore, it must be clarified that the reliance placed by the High Court on Umadevi (Supra) to non-suit the appellants is misplaced. Unlike Umadevi (Supra), the challenge before us is not an invitation to bypass the constitutional scheme of public employment. It is a challenge to the State's arbitrary refusals to sanction posts despite the employer's own acknowledgement of need and decades of continuous reliance on the very workforce. On the other hand, Umadevi (Supra) draws a distinction between illegal appointments and irregular engagements and does not endorse the perpetuation of precarious employment where the work itself is permanent and the State has failed, for years, to put its house in order. Recent decisions of this Court in Jaggo v. Union of India[4] and in Shripal v. Nagar Nigam, Ghaziabad[5] have emphatically cautioned that Umadevi (Supra) cannot be deployed as a shield to justify exploitation through long-term "ad hocism", the use of outsourcing as a proxy, or the denial of basic parity where identical

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duties are exacted over extended periods. The principles articulated therein apply with full force to the present case. The relevant paras from Shripal (supra) have been reproduced hereunder:

> "**14.** The Respondent Employer places reliance on Umadevi (supra)[2] to contend that daily-wage or temporary employees cannot claim permanent absorption in the absence of statutory rules providing such absorption. However, as frequently reiterated, Uma Devi itself distinguishes between appointments that are "illegal" and those that are "irregular," the latter being eligible for regularization if they meet certain conditions. More importantly, Uma Devi cannot serve as a shield to justify exploitative engagements persisting for years without the Employer undertaking legitimate recruitment. Given the record which shows no true contractor-based arrangement and a consistent need for permanent horticultural staff the alleged asserted ban on fresh recruitment, though real, cannot justify indefinite daily-wage status or continued unfair practices.
>
> **15.** It is manifest that the Appellant Workmen continuously rendered their services over several years, sometimes spanning more than a decade. Even if certain muster rolls were not produced in full, the Employer's failure to furnish such records-despite directions to do so-allows an adverse inference under well-established labour jurisprudence. Indian labour law strongly disfavors perpetual daily-wage or contractual engagements in circumstances where the work is permanent in nature. Morally and legally, workers who fulfill ongoing municipal requirements year after year cannot be dismissed summarily as dispensable, particularly in the absence of a genuine contractor agreement. At this juncture, it would be appropriate to recall the broader critique of indefinite "temporary" employment practices as done by a recent judgment of this court in Jaggo v. Union of India[3] in the following paragraphs:
>
> > "22. The pervasive misuse of temporary employment contracts, as exemplified in this case, reflects a broader systemic issue that adversely affects workers' rights and job security. In the private sector, the rise of the gig economy has led to an increase in precarious employment arrangements, often characterized by lack of benefits, job security, and fair treatment. Such practices have been criticized for exploiting workers and undermining labour standards. Government institutions, entrusted with upholding the principles of fairness and justice, bear an even greater responsibility to avoid such exploitative employment practices. When public sector entities engage in misuse of temporary contracts, it not only mirrors the detrimental trends observed in the gig economy but also sets a concerning precedent that can erode public trust in governmental operations.
> >
> > .....
> >
> > 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 labelled 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.

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> • 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.

… …

13. As we have observed in both Jaggo (Supra) and Shripal (Supra), outsourcing cannot become a convenient shield to perpetuate precariousness and to sidestep fair engagement practices where the work is inherently perennial. The Commission's further contention that the appellants are not "full-time" employees but continue only by virtue of interim orders also does not advance their case. That interim protection was granted precisely because of the long history of engagement and the pendency of the challenge to the State's refusals. It neither creates rights that did not exist nor erases entitlements that may arise upon a proper adjudication of the legality of those refusals.

….

15. Therefore, in view of the foregoing observations, the impugned order of the High Court cannot be sustained. The State's refusals dated 11.11.1999 and 25.11.2003, in so far as they concern the Commission's proposals for sanction/creation of Class-III/Class-IV posts to address perennial ministerial/attendant work, are held unsustainable and stand quashed."

… … ...

17. Before concluding, we think it necessary to recall that the State (here referring to both the Union and the State governments) is not a mere market participant but a constitutional employer. It cannot balance budgets on the backs of those who perform the most basic and recurring public functions. Where work recurs day after day and year after year, the establishment must reflect that reality in its sanctioned strength and engagement practices. The long-term extraction of regular labour under temporary labels corrodes confidence in public administration and offends the promise of equal protection. Financial stringency certainly has a place in public policy, but it is not a talisman that overrides fairness, reason and the duty to organise work on lawful lines.

18. Moreover, it must necessarily be noted that "ad-hocism" thrives where administration is opaque. The State Departments must keep and produce accurate establishment registers, muster rolls and outsourcing arrangements, and they must explain, with evidence, why they prefer precarious engagement over sanctioned posts where the work is perennial. If "constraint" is invoked, the record should show

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> what alternatives were considered, why similarly placed workers were treated differently, and how the chosen course aligns with Articles 14, 16 and 21 of the Constitution of India. Sensitivity to the human consequences of prolonged insecurity is not sentimentality. It is a constitutional discipline that should inform every decision affecting those who keep public offices running.

37. In the present proceedings, the petitioners have continuously discharged perennial and indispensable public health duties after being appointed through a duly constituted selection process, hence, the respondents cannot rely upon the contractual nature of their appointments to deny consideration for regularization. The respondents' refusal to regularize the petitioners despite their long and uninterrupted service; the admitted existence of sanctioned vacancies as also significantly the regularization of similarly situated employees, is therefore, arbitrary and illegal, and squarely covered by the principles of law as laid down by the Supreme Court in **Jaggo** (supra), **Dharam Singh & Ors.** (supra).

38. We may also refer to a very significant recent decision of the Supreme Court in **Bhola Nath vs. State of Jharkhand & Ors.**[10] which succinctly captures every possible eventuality in regard to the need of regularization as squarely applicable in the present case. In the said case, the Supreme Court was concerned with appellants who were appointed as Junior Engineers (Agriculture) on temporary and contractual basis in the year 2012. The terms and conditions governing the engagement stipulated that the appointment would be for an initial period of one year, extendable thereafter subject to satisfactory performance. Their contractual appointments were extended from time to time upon completion of their respective annual terms. They sought regularization of their services in the year 2015. However, the respondent-State continued to grant

[10] 2026 SCC OnLine SC 129

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them yearly extensions, the last of which was for the period from December 2022 to February 2023, although there existed sanctioned post which were kept vacant, however, the appellants were continued to be engaged on contractual basis. The appellants contended that, having rendered long and dedicated service, they ought to have been regularized. They also invoked the obligation of the State to act as a model employer. Aggrieved by the persistent inaction on the part of the respondents, the appellants approached the High Court, *inter alia* praying for a writ of mandamus directing the respondent-State to regularize and absorb them against the vacant sanctioned posts of Junior Engineers (Agriculture). They also sought a declaration that Office Order dated 28 February 2023, whereby the stipulation against any further extension of their contractual engagement was introduced, was illegal, arbitrary and unsustainable in law. The writ petition was dismissed by the learned Single Judge. The intra-Court appeal preferred by the appellants against the said order was also dismissed. In these circumstances the proceedings reached the Supreme Court. The Supreme Court considered the question *inter alia* as to whether the action/inaction of the respondent State in not recognizing the appellants' continuous service for the purpose of regularization whether was arbitrary and violative of Article 14 of the Constitution of India. The Supreme Court observed that the High Court has proceeded on a mechanical application of precedents without engaging with the core Constitutional issues involved, thereby reducing the dispute to one of acceptance of contractual terms, divorced from its larger Constitutional context. The Supreme Court observed, that it was consistently held that the State, being a model employer, is saddled

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with a 'heightened obligation' in the discharge of its functions. It was observed that a model employer is expected to act with high probity, fairness and candour, and bears a social responsibility to treat its employees in a manner that preserves their dignity. It was observed that the State cannot be permitted to exploit its employees or to take advantage of their vulnerability, helplessness or unequal bargaining position. It was held that the State is required to exercise heightened caution in its role as an employer, a constitutional mandate casting upon it, a strict obligation to act as a model employer, an obligation from which no exception can be countenanced. The Court also observed that the consistent case of the appellants, that the respondent-State's, refusal to grant regularization was arbitrary and therefore warranted judicial interference. In such context, the Court observed that action of the respondent-State to keep the appellants as contractual employees was violative of Article 14 of the Constitution and that the mere fact that the appellants' engagement was governed by contractual terms, could not be construed as a waiver of their fundamental rights. The Supreme Court also considered the issue of unconscionable agreements while discussing the legal position under the heading, "Unconscionable Agreements – Contract between Lion and Lamb." Under such heading, referring to the decision of the Supreme Court in **Central Inland Water Transport Corpn. vs. Brojo Nath Ganguly**[11], the following observations were made:-

> "Unconscionable Agreements – Contract between Lion and Lamb:
>
> **12.** In *Central Inland Water Transport Corpn.* v. *Brojo Nath Ganguly*6, this Court acknowledged the increasing imbalance in the bargaining power of contracting parties. The Court held thus: -

[11](1986) 3 SCC 156

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"89. . . . We have a Constitution for our country. Our judges are bound by their oath to "uphold the Constitution and the laws". The Constitution was enacted to secure to all the citizens of this country social and economic justice. **Article 14 of the Constitution guarantees to all persons equality before the law and the equal protection of the laws. The principle deducible from the above discussions on this part of the case is in consonance with right and reason, intended to secure social and economic justice and conforms to the mandate of the great equality clause in Article 14. This principle is that the courts will not enforce and will, when called upon to do so, strike down an unfair and unreasonable contract, or an unfair and unreasonable clause in a contract, entered into between parties who are not equal in bargaining power. It is difficult to give an exhaustive list of all bargains of this type. No court can visualize the different situations which can arise in the affairs of men. One can only attempt to give some illustrations. For instance, the above principle will apply where the inequality of bargaining power is the result of the great disparity in the economic strength of the contracting parties. It will apply where the inequality is the result of circumstances, whether of the creation of the parties or not. It will apply to situations in which the weaker party is in aposition in which he can obtain goods or services or means of livelihood only upon the terms imposed by the stronger party or go without them. It will also apply where a man has no choice, or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however unfair, unreasonable and unconscionable a clause in that contract or form or rules may be**. This principle, however, will not apply where the bargaining power of the contracting parties is equal or almost equal. This principle may not apply where both parties are businessmen and the contract is a commercial transaction. In today's complex world of giant corporations with their vast infrastructural organizations and with the State through its instrumentalities and agencies entering into almost every branch of industry and commerce, there can be myriad situations which result in unfair and unreasonable bargains between parties possessing wholly disproportionate and unequal bargaining power. These cases can neither be enumerated nor fully illustrated. The court must judge each case on its own facts and circumstances."

(emphasis laid)

Therefore, the Court has held that the Constitution obliges courts to advance social and economic justice and to give effect to the equality mandate under Article 14. Consequently, courts will neither enforce nor hesitate to invalidate contracts, or contractual clauses, that are unfair or unreasonable when entered into between parties with unequal bargaining power.

12.1. Relying on the aforesaid reasoning, another two-Judge Bench in *Pani Ram* v. *Union of India*7, reiterated that the guarantee of equality under Article 14 extends even to situations where a person has no meaningful choice but to accept imposed contractual terms, however unfair or unreasonable they may be. Applying this principle to the facts before it, the Court observed thus: -

> "**23. As held by this Court, a right to equality guaranteed under Article 14 of the Constitution of India would also apply to a man who has no choice or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a**

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> **prescribed or standard form or to accept a set of rules as part of the contract, however unfair, unreasonable and unconscionable a clause in that contract or form or rules may be**. We find that the said observations rightly apply to the facts of the present case. Can it be said that the mighty Union of India and an ordinary soldier, who having fought for the country and retired from Regular Army, seeking re-employment in the Territorial Army, have an equal bargaining power. We are therefore of the considered view that the reliance placed on the said document would also be of no assistance to the case of the respondents."
>
> **(emphasis laid)**

Therefore, it is clear that Courts are empowered to invalidate unconscionable elements of a contract where the parties lack the ability to exercise any real or meaningful choice in negotiating its terms. In the present case, the appellants were left with no alternative but to accept the conditions unilaterally prescribed by the respondent-State in order to secure their livelihood and sustain a source of income. It would be entirely unrealistic to assume that, in such circumstances, an employee seeking temporary employment could meaningfully negotiate or assert a position against the overwhelming might of the State machinery.

12.2. At this juncture, the analogy of apples and oranges serves as a useful reminder that certain relationships are inherently incapable of being assessed on an equal plane. A contract between the State and an employee stands on a similar footing. The State, in such a relationship, assumes the role of a metaphorical lion, endowed with overwhelming authority, resources and bargaining strength, whereas the employee, who is yet an aspirant, is reduced to the position of a metaphorical lamb, possessing little real negotiating power. To suggest parity between the two, i.e. the lion and the lamb, would be to ignore the stark imbalance that defines the relationship.

12.3. Therefore, where a lion contracts with a lamb, the inequality is not incidental but structural, and it is precisely this disproportion that calls for judicial sensitivity. In such situations, the conscience of Constitutional Courts must inevitably tilt in favour of protecting the lamb. We have no hesitation in holding that Constitutional Courts are duty-bound to act to safeguard those who are vulnerable to exploitation, so that employees are not compelled to meekly submit to the demands of a vastly dominant contracting party like the State, but are instead assured that constitutional protections will intervene to prevent such exploitation."

37.1 Having made the aforesaid significant observations, the Supreme Court thereafter proceeded to discuss the issue in regard to the legitimate expectation of the employees. Under such heading, the Court observed that where employees have continued to discharge their duties on contractual posts for a considerable length of time, hence it was but natural that a legitimate

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expectation had arisen that the State would, at some stage, recognize their long and continuous service. The Court observed that it is in this belief, bolstered by repeated extensions granted by the Executive, that such employees continued in service and refrained from seeking alternative employment, notwithstanding the contractual nature of their engagement. The Court in such context referring to the decision in **Army Welfare Education Society vs. Sunil Kumar Sharma**[12], held that it was not difficult to comprehend the expectation with which such contractual employees continue in the service of the State. More particularly the repeated conduct of the employer-State in expressing confidence in their performance and consistently granting monetary upgrades & tenure extensions reasonably nurtures an expectation that their long and continuous service would receive further recognition. The Supreme Court observed thus:-

> "Legitimate Expectation of the employees: -
>
> **13.** Another facet requiring consideration in the case of contractual employees, such as the present appellants, is the doctrine of legitimate expectation. Where employees have continued to discharge their duties on contractual posts for a considerable length of time, as in the present case, it is but natural that a legitimate expectation arises that the State would, at some stage, recognize their long and continuous service. It is in this belief, bolstered by repeated extensions granted by the Executive, that such employees continue in service and refrain from seeking alternative employment, notwithstanding the contractual nature of their engagement. At this juncture, it is thus apposite to advert to the principles governing the doctrine of legitimate expectation as enunciated by this Court in *Army Welfare Education Society* v. *Sunil Kumar Sharma*[8], wherein it was held as follows: -
>
> > "**63.** A reading of the aforesaid decisions brings forth the following features regarding the doctrine of legitimate expectation:
> >
> > **63.1.** *First*, **legitimate expectation must be based on a right as opposed to a mere hope, wish or anticipation**;
> >
> > **63.2.** *Secondly*, **legitimate expectation must arise either from an express or implied promise**; or a consistent past practice or custom followed by an authority in its dealings;
> >
> > ....
> >
> > **63.5.***Fifthly*, **legitimate expectation operates in the realm of public law, that is, a plea of legitimate action can be taken only when a public authority**

[12](2024) 16 SCC 598

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breaches a promise or deviates from a consistent past practice, without any reasonable basis.

....

64. The aforesaid features, although not exhaustive in nature, are sufficient to help us in deciding the applicability of the doctrine of legitimate expectation to the facts of the case at hand. It is clear that legitimate expectation, jurisprudentially, was a device created in order to maintain a check on arbitrariness in State action. It does not extend to and cannot govern the operation of contracts between private parties, wherein the doctrine of promissory estoppel holds the field."

(emphasis laid)

It is, therefore, not difficult to comprehend the expectation with which such contractual employees continue in the service of the State. The repeated conduct of the employer-State in expressing confidence in their performance and consistently granting monetary upgrades & tenure extensions reasonably nurtures an expectation that their long and continuous service would receive further recognition.

13.1. Another Constitution Bench in *State of Karnataka* v. *Umadevi*[9], cautioned that the doctrine of legitimate expectation cannot ordinarily be extended to persons whose appointments are temporary, casual or contractual in nature. The relevant extract of the judgment reads as follows: -

"**47. When a person enters a temporary employment or gets engagement as a contractual or casual worker and the engagement is not based on a proper selection as recognised by the relevant rules or procedure, he is aware of the consequences of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke the theory of legitimate expectation for being confirmed in the post when an appointment to the post could be made only by following a proper procedure for selection and in cases concerned, in consultation with the Public Service Commission. Therefore, the theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees.** It cannot also be held that the State has held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek a positive relief of being made permanent in the post."

(emphasis laid)

However, this Court in *Umadevi* (*supra*) clarified that the bar against invocation of the doctrine of legitimate expectation applies only to those temporary, contractual or casual employees whose engagement was not preceded by a proper selection process in accordance with the extant rules. Consequently, where such engagement is made after following a due and lawful selection procedure, there is no absolute bar in law preventing such employees from invoking the doctrine of legitimate expectation.

37.2 The Supreme Court thereafter examined the limits of perpetual contractual engagements and, in the context of the respondent-State having

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engaged the appellants' services against sanctioned posts since 2012, held that such action was not only vitiated by arbitrariness but also constituted a clear derogation from the equality principles enshrined in Article 14 of the Constitution. It was observed that the respondent-State initially engaged the appellants "*in their youth*" to discharge public duties and functions and having rendered long and dedicated service, the appellants "*cannot now be left to fend for themselves*", particularly when the employment opportunities that may have been available to them a decade ago are no longer accessible owing to age constraints. The observations of the Supreme Court in such context are required to be noted which read thus:-

> "13.3. In our considered opinion, the aforesaid action is not only vitiated by arbitrariness but is also in clear derogation of the equality principles enshrined in Article 14 of the Constitution. The respondent-State initially engaged the appellants in their youth to discharge public duties and functions. Having rendered long and dedicated service, the appellants cannot now be left to fend for themselves, particularly when the employment opportunities that may have been available to them a decade ago are no longer accessible owing to age constraints.
>
> 13.4. We are unable to discern any rational basis for the respondent-State's decision to discontinue the appellants after nearly ten years of continuous service. We are conscious that the symbiotic-relationship between the appellants and the respondent-State was mutually beneficial, the State derived the advantage of the appellants' experience and institutional familiarity, while the appellants remained in public service. In such circumstances, any departure from a long-standing practice of renewal, particularly one that frustrates the legitimate expectation of the employees, ought to be supported by cogent reasons recorded in a speaking order.
>
> 13.5. Such a decision must necessarily be a conscious and reasoned one. An employee who has satisfactorily discharged his duties over several years and has been granted repeated extensions cannot, overnight, be treated as surplus or undesirable. We are unable to accept the justification advanced by the respondents as the obligation of the State, as a model employer, extends to fair treatment of its employees irrespective of whether their engagement is contractual or regular.
>
> 13.6. This Court has, on several occasions, deprecated the practice adopted by States of engaging employees under the nominal labels of "part-time", "contractual" or "temporary" in perpetuity and thereby exploiting them by not regularizing their positions. In Jaggo v. Union of India, this Court underscored that government-departments must lead by example in

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ensuring fair and stable employment, and evolved the test of examining whether the duties performed by such temporary employees are integral to the day-to-day functioning of the organization.

13.7. In Shripal v. Nagar Nigam and Vinod Kumar v. Union of India,12 this Court cautioned against a mechanical and blind reliance on Umadevi (supra) to deny regularization to temporary employees in the absence of statutory rules. It was held that Umadevi (supra) cannot be employed as a shield to legitimise exploitative engagements continued for years without undertaking regular recruitment. The Court further clarified that Umadevi itself draws a distinction between appointments that are "illegal" and those that are merely "irregular", the latter being amenable to regularization upon fulfilment of the prescribed conditions.

13.8. In Dharam Singh v. State of U.P., this Court strongly deprecated the culture of "ad-hocism" adopted by States in their capacity as employers. The Court criticised the practice of outsourcing or informalizing recruitment as a means to evade regular employment obligations, observing that such measures perpetuate precarious working conditions while circumventing fair and lawful engagement practices.

13.9. The State must remain conscious that part-time employees, such as the appellants, constitute an integral part of the edifice upon which the machinery of the State continues to function. They are not merely ancillary to the system, but form essential components thereof. The equality mandate of our Constitution, therefore, requires that their service be reciprocated in a manner free from arbitrariness, ensuring that decisions of the State affecting the careers and livelihood of such part-time and contractual employees are guided by fairness and reason.

13.10. In the aforesaid backdrop, we are unable to persuade ourselves to accept the respondent-State's contention that the mere contractual nomenclature of the appellants' engagement denudes them of constitutional protection. The State, having availed of the appellants' services on sanctioned posts for over a decade pursuant to a due process of selection and having consistently acknowledged their satisfactory performance, cannot, in the absence of cogent reasons or a speaking decision, abruptly discontinue such engagement by taking refuge behind formal contractual clauses. Such action is manifestly arbitrary, inconsistent with the obligation of the State to act as a model employer, and fails to withstand scrutiny under Article 14 of the Constitution.

37.3. Thus, laying down the aforesaid principles of law, the conclusion as recorded by the Supreme Court in *Bhola Nath* (supra) is required to be noted which reads thus:-

"FINAL CONCLUSION:

14. In light of our discussion, in the foregoing paragraphs, we summarize our conclusions as follows:

I. **The respondent-State was not justified in continuing the appellants on sanctioned vacant posts for over a decade under the**

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> nomenclature of contractual engagement and thereafter denying them consideration for regularization.
>
> II. Abrupt discontinuance of such long-standing engagement solely on the basis of contractual nomenclature, without either recording cogent reasons or passing a speaking order, is manifestly arbitrary and violative of Article 14 of the Constitution.
>
> III. Contractual stipulations purporting to bar claims for regularization cannot override constitutional guarantees. Acceptance of contractual terms does not amount to waiver of fundamental rights, and contractual stipulations cannot immunize arbitrary State action from constitutional scrutiny.
>
> IV. The State, as a model employer, cannot rely on contractual labels or mechanical application of *Umadevi* (*supra*) to justify prolonged *ad-hocism* or to discard long-serving employees in a manner inconsistent with fairness, dignity and constitutional governance.
>
> V. In view of the foregoing discussion, we direct the respondent-State to forthwith regularize the services of all the appellants against the sanctioned posts to which they were initially appointed. The appellants shall be entitled to all consequential service benefits accruing from the date of this judgment."
>
> (emphasis supplied)

39. Adverting to the aforesaid principles of law which in our considered opinion are squarely applicable to the facts of the present case, we may observe that this is a case where the VVMC would not be justified in continuing the petitioners in contractual employment for such long periods, particularly when perennial work is available qua the said posts. It was also not appropriate in the fact circumstances, for the State Government as well as the VVMC, to foist upon the petitioners, a condition of undergoing an examination as a condition precedent for the purpose of regularization. This particularly when such approach was not adopted in respect of many other employees, not only of the VVMC but also of the other municipal corporations, who came to be regularized without being subjected to any such examination. A different yardstick cannot be applied to the petitioners. In any event, no useful purpose would be served by insisting

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upon such an examination, inasmuch as the petitioners have been discharging the duties of their respective posts for such a long period. They are duly qualified and were appropriately appointed by following a proper procedure. There is no dispute whatsoever in regard to the quality and standard of the services rendered by them in the discharge of their public duties in the medical department of the VVMC. It is also clear that, having discharged their duties on the said posts for such a long period, the petitioners have acquired a legitimate expectation that their long and continuous service would be recognized. Thus, it was incumbent upon the VVMC to recognize the petitioners long and continuous service. It was certainly not their expectation that their contractual appointments would continue as if it is a permanent arrangement. Hence, as held by the Supreme Court in **Bholanath** (supra), long and continuous service has created a legitimate expectation in the petitioners to seek permanency of such employment. The observations of the Supreme Court in **Bholanath** (supra) are aptly applicable, inasmuch as, in the present case also, the petitioners were engaged in their youth to discharge public duties and functions and have rendered long and dedicated service. The petitioners cannot be now left to 'fend for themselves', particularly when the employment opportunities which would otherwise have been available to them a decade ago may no longer be available to them due to age constraints.

40. Thus, looked at from any angle, the petitioners could not have been left in a state of ad-hocism, as held by the Supreme Court that too when perennial work is available and all the standards applicable to public employment are met by the petitioners. In this situation, the State and the VVMC would be acting contrary to

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the constitutional principles and the constitutional protections available to the petitioners/contractual employees, if they fail to consider their regularization/ absorption.

41. We are, therefore, of the clear opinion that, having regard to the settled principles of law, the State Government is required to step in and issue a directive to all the municipal corporations to do away with long-term contractual appointments and grant regularization in accordance with the principles of law laid down by the Supreme Court in **Jaggo** (supra), **Dharam Singh & Ors.** (supra) and **Bholanath** (supra).

42. We may further observe that creation of posts and filling up of vacancies in the manner contemplated by the applicable rules ought to be the rule, while contractual appointments for very short durations needs to be an exception. However, we find that what has infected the system is the cultivation of such ad-hocism, rather than the creation and maintenance of a robust and permanent cadre of employees appointed as soon as vacancies arise and through the prescribed procedure. Such ad-hocism, when maintained and cultivated for years together by the public bodies/ the State Government/ the municipal corporations, is, in fact, counterproductive to the smooth discharge of the vital functions undertaken by such public bodies in achieving the welfare of the public at large. It creates tremendous uncertainty for such contractual employees, who may continue for years together in such employment, thereby causing them considerable personal prejudice.

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43. We also cannot be oblivious to the fact that, in a large country like ours, unemployment is one of the prime concerns of the State. No fault can be found with citizens grabbing every possible opportunity of public employment, including contractual, temporary and all kinds of public employment. If such large workforce is available and that too possessing the requisite/desired qualifications, talent and competence, we fail to understand as to what public purpose would be served by not creating the appropriate sanctioned posts and making regular appointments on such posts. This requires a robust vision to assess the work requirements and staffing pattern and to formulate an appropriate approach for creating permanent posts and filling up such posts, which needs to be a continuous exercise. These vital functions of any State authority cannot be entangled in red tape or bureaucratic lethargy. There is also no scope for any extraneous considerations in such matters.

44. Having so observed, we hope that, in future, the VVMC as well as the State Government would take appropriate steps to ensure that ad-hocism in public employment consigned to history, particularly when the jurisprudence in this regard is guided by the salutary principles of law laid down by the Supreme Court in its recent decisions, as noted by us hereinabove. The law laid down by the Supreme Court under Article 141 of the Constitution of India is the law of the land (*Lex terrae*) and needs to be adhered to, in letter and spirit, by public authorities and the State. Employees ought not to be required to knock at the doors of the Court on account of such causes. A robust and comprehensive policy, as a one time measure, is required to be adopted by the State Government

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as well as the municipal corporations from time to time. In the event employees engaged on long-term contractual services fulfill all the essential requirements for regularization against such posts, appropriate steps ought to be taken in accordance with law.

(VIII) Concluding Paragraphs:

45. In the light of aforesaid discussion, the lead petition as also, the parties being *ad idem* that the companion petitions having raised similar issues can also be disposed of in terms of the lead petition, all these petitions are being disposed of by the following order:

ORDER

(I) The impugned communication dated 21 January 2026 of the Urban Development Department addressed to the Commissioner, Vasai Virar Municipal Corporation, and the consequent impugned communication dated 28 January 2026 issued by the Deputy Commissioner (Medical Health), Vasai Virar Municipal Corporation addressed to the Deputy Commissioner, Legal Department, Vasai Virar Municipal Corporaiton are quashed and set aside. As a consequence thereto, it is held that the petitioners cannot be subjected to written examination.

(II) The Writ Petitions are allowed by directing respondent No.1 – Vasai Virar Municipal Corporation to absorb and regularize the petitioners by conferring them permanency on the posts held by them on contractual basis.

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(III) The regularization orders be issued to the petitioners within a period of two weeks from today.

46. Rule is made absolute in the aforesaid terms. No costs.

(AARTI SATHE, J.) (G. S. KULKARNI, J.)

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