

**BEFORE CENTRAL GOVT. INDUSTRIAL TRIBUNAL CUM –
LABOUR COURT NO. II, NEW DELHI**

I.D. No.21/2012, 22/2012, 23/2012, 24/2012, 25/2012, 26/2012, 47/2012, 48/2012, 50/2012, 80/2012, 81/2012, 82/2012, 83/2012, 84/2012, 98/2012, 99/2012, 100/2012, 101/2012, 102/2012, 103/2012, 104/2012, 105/2012, 106/2012, 107/2012, 120/2012, 126/2012, 127/2012, 133/2012, 139/2012, 140/2012, 144/2012, 145/2012, 146/2012, 147/2012, 148/2012, 149/2012, 150/2012, 151/2012, 152/2012, 154/2012, 165/2012, 169/2012, 170/2012, 171/2012, 173/2012, 21/2013

Sh. Pooran Singh and 45 Ors. vs. I.I.T. Roorkee

1. Pooran Singh (ID No. 21/2012)
2. Sherpal Singh (ID No. 22/2012)
3. Suresh Chand (ID No. 23/2012)
4. Ramesh Kumar (ID No. 24/2012)
5. Yogesh Kumar (ID No. 25/2012)
6. Munesh (ID No. 26/2012)
7. Pravesh Ali (ID No. 47/2012)
8. Rama Kant (ID No. 48/2012)
9. BhupenderNathPandey (ID No. 50/2012)
10. Gurmel Singh (ID No. 80/2012)
11. Sarita Gupta (ID No. 81/2012)
12. Mustafa (ID No. 82/2012)
13. Ram Kumar (ID No. 83/2012)
14. Ajay Pratap Singh (ID No. 84/2012)
15. Dharampal (ID No. 98/2012)
16. SandeepGoel (ID No. 99/2012)
17. Ram Avtar (ID No. 100/2012)
18. Jatin Kumar (ID No. 101/2012)
19. Rajpal Singh (ID No. 102/2012)
20. UshaBarthwal (ID No. 103/2012)
21. Ganesh Singh Negi (ID No. 104/2012)
22. TassubarHussain (ID No. 105/2012)
23. Dinesh Kumar (ID No. 106/2012)
24. Dasi Ram (ID No. 107/2012)
25. Sampurna Nand (ID No. 120/2012)

- 26.Karnpal (ID No. 126/2012)
- 27.Rameshwar Prasad (ID No. 127/2012)
- 28.Khalil Ahmed (ID No. 133/2012)
- 29.Mitra Pal (ID No. 139/2012)
- 30.Shiv Raj Negi (ID No. 140/2012)
- 31.Murtaza Ahmed (ID No. 144/2012)
- 32.Harish Upadhyaya (ID No. 145/2012)
- 33.Sulekh Chand (ID No. 146/2012)
- 34.Sunil Pal (ID No. 147/2012)
- 35.Rafaqat Ali (ID No. 148/2012)
- 36.Sushila Devi (ID No. 149/2012)
- 37.Satyapal Singh (ID No. 150/2012)
- 38.Rajender Kumar (ID No. 151/2012)
- 39.Ravindra Singh Rana (ID No. 152/2012)
- 40.Madhu Sharma (ID No. 154/2012)
- 41.Chandra (ID No. 165/2012)
- 42.Tasleem (ID No. 169/2012)
- 43.Amar Singh (ID No. 170/2012)
- 44.Arvind Kumar (ID No. 171/2012)
- 45.Rameshwar Mishra (ID No. 173/2012)
- 46.General Secretary (ID No. 21/2013)

...Applicants/Claimants

Versus

The Registrar,
IIT Roorkee,
Roorkee (Uttarakhand)

... Management/respondent

Counsels:

For Applicant/ Claimant:
Sh. Amit Sharma, Ld. AR.

For Management/ Respondent:
Sh. SandeepPrabhakar, Sh. Amit Kumar and Sh. Ravi Mishra, Ld. ARs.

Award
11.06.2026

By this composite order, I shall dispose of 46 cases filed by different workmen against the management of IIT Roorkee. In 2012 and 2013, 46 different references were sent to this tribunal by the appropriate authority for adjudication. The claimants' name, their respective posts, years of services rendered (As of 2025), are given below in the table:

S. No.	Name	Post	Year of Engagement	Years of Service (as of 2025)
1	Yogesh Kumar	Sub-station Attendant (Construction)	Nov 1986	39 years
2	Munesh Kumar	Baildar (Construction Division)	Nov 1988	37 years
3	Ramesh Kumar	Unskilled Work Supervisor	Mar 1985	Retired on 31.12.2018
4	Ramakant	Computer Operator (CAO Unit)	Jul 1989	Retired on 31.10.2022
5	Sherpal Singh	Chowkidar (Security Section)	Dec 1989	36 years
6	Pooran Singh	Chowkidar (Students Hostel)	Apr 1989	36 years
7	B.N. Pandey	Work Supervisor	Sep 1986	Retired on 31.12.2021
8	Suresh Chand	Peon (Office of DOSW)	Aug 1989	36 years
9	Dasi Ram	Mason (Construction Division)	Apr 1989	36 years
10	Smt. UshaBarthwal	Telephone Operator	Dec 1991	Retired on 31.07.2020
11	Dharam Pal	Helper (Construction Division)	Aug 1988	37 years
12	SandeepGoyal	Technical Assistant-B (Computer Ctr)	Aug 1993	32 years
13	Ram Avatar	Beldar (Construction Division)	Jan 1981	Retired on 31.10.2023
14	Jatin Kumar	Draftsman (Civil, Construction)	Nov 1986	39 years
15	Raj Pal Singh	Mali (Construction Division)	May 1991	Retired on 31.10.2023
16	Ganesh Singh Negi	Mate (Construction Division)	Jan 1988	37 years

S. No.	Name	Post	Year of Engagement	Years of Service (as of 2025)
17	Tassubar Hussain	Pump Operator (Construction Division)	Sep 1983	Retired on 30.06.2023
18	Dinesh Kumar	Helper (Unskilled Daily Wager)	Mar 1988	37 years
19	Sampuran Nand	Telephone Operator (Unskilled)	Apr 1991	34 years
20	Pravesh Ali	Mate (Unskilled)	Aug 1989	36 years
21	Karan Pal	Carpenter (Construction Division)	Jul 1984	Retired on 31.10.2023
22	Rameshwar Prasad	Beldar (Construction Division)	Jun 1987	38 years
23	Khalil Ahmed	Mali (Unskilled)	Aug 1991	34 years
24	Murtaza	Beldar (Unskilled Daily Wager)	Feb 1989	Retired on 31.12.2018
25	Harish Updhayay	Telephone Operator (Unskilled)	Mar 1979	Retired on 30.09.2018
26	Sulekh Chand	Mali (Unskilled Daily Wager)	Jun 1989	36 years
27	Sunil Pal	Technical Assistant-C	Dec 1992	33 years
28	Rifaqat Ali	Mali/Beldar (Unskilled)	Jun 1989	Passed away on 04.09.2021
29	Sushila Devi	Mali/Beldar (Unskilled)	May 1988	Retired on 30.06.2023
30	Satyapal Singh	Mali/Beldar (Unskilled)	Oct 1987	Retired on 31.12.2021
31	Rajender Kumar	Beldar (Unskilled)	Nov 1985	Passed away on 23.12.2023
32	Ravindra Singh	Technical Assistant-C	Dec 1992	Retired on 30.04.2023
33	Madhu Sharma	Telephone Operator (Unskilled)	Feb 1981	Retired on 30.04.2021
34	Chandra	Beldar (Unskilled)	Jun 1988	37 years
35	Tasleem	Helper (Unskilled)	Aug 1987	38 years
36	Amar Singh Rana	Mali/Beldar (Unskilled)	Apr 1992	33 years

S. No.	Name	Post	Year of Engagement	Years of Service (as of 2025)
37	Arvind Kumar	Chowkidar (Unskilled)	Dec 1990	35 years
38	Rameshwar Mishra	Chowkidar (Unskilled)	Jul 1993	32 years
39	Mittar Pal	Chowkidar (Unskilled)	May,89	Retired (31.10.2023)
40	Shiv Raj Negi	Peon (Unskilled)	Jul 1989	36 years
41	Gurmel Singh	Helper (Unskilled)	Nov 1987	38 years
42	Sarita Gupta	Work Supervisor (Skilled)	Aug 1989	Retired on 31.12.2016
43	Mustafa	Helper (Unskilled)	May 1987	38 years
44	Ram Kumar	Beldar (Unskilled)	Oct 1988	37 years
45	Ajay Pratap Singh	Technical Assistant-B (Contract)	Jul 1993	32 years
46	Devender S. Verma	Lab Technician (Contract)	Dec 1992	33 years

2. All 46 references contained a similar wording, where the issue for adjudication was whether the action of management of IIT Roorkee in not regularizing the claimants (respective posts), despite their continuous services for (X) years (Refer to the table above for the claimants' post and years of services rendered), is justified? To what relief the workmen are entitled?

3. Pursuant to the notice, the claimants appeared and filed their respective claim statements. They submitted that they were working on different posts such as *Helper, Peon, Beldar, Chowkidar, Mason, Telephone Operator, Pump Operator, Technical Assistant etc.* by the then University of Roorkee, now IIT Roorkee, on muster roll or daily wage basis on various dates between the years 1985 to 2000. Since their respective dates of engagement, the claimants have been rendering services in their respective departments such as DOSW Office, Construction Division, Security Section, Vehicle Section, Engineering department, maintenance, Horticulture Division etc., regularly.

4. The claimants, both individually and collectively, made a number of representations and personal efforts by appearing before the competent authorities seeking regularization of their services. However, despite having rendered continuous services for more than 30 years, the claimants have never been regularized against permanent posts, depriving them of their rightful service benefits and opportunities for career progression.

5. The respondent institution had proposed a plan known as the *Y-Pool Scheme* for regularization/absorption of the eligible workers whose names were part of the above-mentioned list. However, they were neither consulted nor informed about their inclusion/exclusion from the said Scheme. Consequently, they lost the benefit of regularization due to non-transparency and lack of opportunities, which led to monetary loss and career stagnation.

6. Despite repeated inquiries and efforts by the claimants, they were from time to time verbally assured that the matter regarding the regularization of other Y-Pool employees was being considered by the Board of Governors of IIT Roorkee. Nevertheless, no concrete decision was ever taken with respect to the claimants' cases, which resulted in continued uncertainty and mental harassment to the claimants who have rendered sincere and uninterrupted services over the years.

7. In fact, some of the claimants were issued appreciation letters by the officers of the Institute recognizing their dedicated services. The divisions/departments in which the claimants have been serving are of vital importance to the Institute, and the duties of the claimants are essential to the normal functioning and maintenance of the campus infrastructure and services.

8. The claimants came to know that a few other workers, who were in similar position or even junior to them and not included in the Y-Pool list, were regularized, while the claimants have been overlooked without any reasonable justification. Instead of amicably resolving the matter and recognizing the long-standing contributions of the claimants, the respondent institution advised the claimants on several occasions to raise an industrial dispute in their individual capacities for the redressal of their grievances. The claimants, having spent the prime years of their lives in the expectation of regularization, are now facing severe emotional and

financial difficulties. Due to the long wait and the advancing age of many claimants, they have missed other employment opportunities and are now finding it difficult to sustain themselves and their dependents amidst rising living costs.

9. Lastly, the claimants prayed to pass an order directing the respondent to place them on regular pay scales, in accordance with their respective posts, qualifications, and long-standing service, from the dates they became eligible. The claimants also prayed for appropriate upgradation as per the career advancement policies applicable to their respective posts, with effect from the dates on which they became entitled to such benefits.

10. In response, the management filed its written statement, submitting that the current industrial disputes involve a total of 46 claimants who were working as daily wage employees in different capacities at the then University of Roorkee, now Indian Institute of Technology, Roorkee (IIT Roorkee). Each of the claimants was put to work on various posts (indicated in the table above), and their services were hired at various points of time, some as far back as 1981, on a purely temporary, casual, and intermittent basis. While being put to work for the first time, the University of Roorkee was under the administrative control of the Government of Uttar Pradesh. After the establishment of the new state of Uttarakhand in 2000, the institution fell within the purview of the Government of Uttarakhand and later was given the status of an Indian Institute of Technology by way of **the Institutes of Technology (Amendment) Act, 2002**, which placed it within the Ministry of Human Resource Development (MHRD), Government of India.

11. The claimants were working on several temporary tasks being executed by the University from time to time ranging from maintenance and construction activities to research and consulting work, financed either by plan grants or external projects. Their employment was not in accordance with the formal recruitment or selection procedure but was made for addressing immediate operational requirements. They were classified as unskilled, casual workers and were being paid wages on a daily basis. Their jobs had no promise of continuity and was renewable

solely on work necessity. In 1993, some contractual and daily wage laborers, including the current claimants, presented demands for regularization of their services. This resulted in a long phase of unrest and agitation, both inside the campus and the local town area of Roorkee that accommodates defence-sensitive installments and army cantonment areas. In view of the worsening situation of law and order, the local administration stepped in and mediated talks between University officials and agitating workers.

12. These talks finally resulted in two Memoranda of Understanding (MoUs) dated 22.11.1994 and 20.02.1996, signed in the presence of the civil administration. The terms of which were as under:

- Such daily wager /contractual workers, who have been registered, would be considered for appointment against vacant posts according to their qualifications and on the basis of their seniority and on the basis of their performance/merit as per its well established recruitment rules, regulations and guidelines.
- The workers would be selected on the basis of advertisements which are issued by the management as per the rules of the establishment.
- Recruitment process of these categorized workers would be carried out on priority basis against the future vacant posts and they will not be retrenched.

13. Accordingly, The MoUs had general understandings between the workers and the University, wherein all registered daily wage/contract workers would be eligible for regular appointments against future vacancies. These appointments would be made strictly as per the University's recruitment rules on the basis of merit, seniority, performance, and required qualifications. The MoUs clearly indicated that the retrenchment of such workers was not to take place and that they were to be accorded priority in appointments to vacancies, based on their eligibility and suitability.

14. In accordance with these agreements, the University of Roorkee made a list of 361 such workers who were enrolled as daily wagers and

placed them under what was referred to as the "Y-Pool." All the claimants of the present cases fell within this Y-Pool. Multiple recruitment drives were carried out through public advertisements dated 24.10.1994, 21.11.1994, 13.06.1995, 26.07.1995, 27.08.1996, and 27.03.1997. These recruitment drives were in accordance with institutional regulations and invited applications from Y-Pool workers, amongst others. For the regular vacancies, appointments were done through a stringent process of applications scrutiny, qualification assessment, and interviews carried out by properly constituted Selection Committees. Amongst the total 361 Y-Pool workers, 211 were recruited successfully on regular posts, subject to their eligibility, merit, and performance. But the rest, including the current claimants, were not chosen since they either did not have the mandatory educational qualification or were considered unsuitable during the selection.

15. The management further submits that the MoUs were not binding settlements in the sense of the Industrial Disputes Act, 1947, but mere informal understandings aimed at peaceful resolution of the agitation. Thus, there was no legal or automatic right of regularization to any Y-Pool worker just on the basis of the MoUs. It is also important to observe that the basic academic qualification for Group D entry-level posts in the then University of Roorkee was 8th pass in the case of Peons and Laboratory Attendants and experience with literacy for Mali and Sweeper posts. After its reorganization into IIT Roorkee, the minimum qualifications were updated and for all Group D posts, 10th standard pass with one year of technical training became a requirement. For Group C vacancies like Junior Assistants or Junior Laboratory Assistants, the minimum qualification became Bachelor's Degree or three-year engineering diploma and computer literacy.

16. These new eligibility criteria made all the Y-Pool employees ineligible, since most of them, including the claimants, lacked even the minimum educational qualifications essential for appointment in the said cadres. Incidentally, some of the claimants were 10th standard fail and so were even ineligible for Group D posts. In view of these amended rules and detailed eligibility-based selection process, the claimants were not

appointed to any regular positions. However, the administration still kept them on daily wages and even granted welfare privileges like Provident Fund, Pension, Gratuity, subsidized quarters, revision in daily wages, and use of the Institute's Hospital, benefits not generally extended to strictly casual workers.

17. In the meantime, the Government of Uttar Pradesh issued a blanket prohibition on all non-teaching appointments in government institutions vide orders dated 03.11.1997 and 09.12.1997. The Roorkee University, although eager to make necessary appointments, had to take special permission for any such appointment, and only those considered essential were appointed temporarily. The claimants were, nonetheless, at liberty to apply to these vacancies subject to qualifications. With the creation of the State of Uttarakhand and subsequently the change in the University to IIT Roorkee, these restrictions were continued and tightened under Government of India policy.

18. The Ministry of HRD, Government of India, laid down a policy guideline on all IITs following recommendations of the Expenditure Reforms Commission (ERC), which observed an unsustainable staff ratio of non-faculty to faculty staff in IITs. A decision was made to bring the ratio initially to 1:1.5 and subsequently to 1:1.1. Consequently, all IITs, including IIT Roorkee, were not allowed to appoint non-teaching personnel at will unless the faculty-to-non-faculty ratio was brought first within the allowable range. This policy imposed a serious constraint on any normal recruitment of Group C or Group D staff. As a cost-saving measure, IITs were encouraged to reduce their non-teaching staff strength through special voluntary retirement schemes (SVRS), which IIT Roorkee also considered.

19. In spite of these general limitations, IIT Roorkee was sincere in making efforts to take into account absorption of the last batch of Y-Pool employees. In 2004, an agenda item to that purpose was put before the Board of Governors (BOG) and the Finance Committee. The proposal was, however, rejected by both statutory bodies on grounds of policy limitations and reiterated the central government's guidance on sticking

to the fixed faculty-staff ratio. The claimants' continued to work on a contractual, casual, and need-based basis.

20. The management argued that in light of established judicial precedents established by the Hon'ble Supreme Court, specifically in **Secretary, State of Karnataka and Others vs. Umadevi and Others** Citation: (2006) 4 SCC 1; AIR 2006 SC 1806, **Official Liquidator vs. Dayanand and Others** Citation: (2008) 10 SCC 1, **Union of India and Others vs. Vartak Labour Union** Citation: (2011) 4 SCC 200; AIR 2011 SCW 178 , and other binding precedents, there is no legal entitlement to regularization or absorption in government service except when the engagement has been made through an appropriate legal recruitment process. These decisions categorically held that neither long service as a daily wager nor contractual engagement entitles any one to permanent appointment legally. The courts highlighted that recruitment in public institutions had to comply with Articles 14 and 16 of the Constitution, and absorption without due process would constitute illegal backdoor entry and breach of the constitutional obligation.

21. The management raised objections to the maintainability of the current petitions. It submitted that the reference had been made mechanically, without any application of mind, and that the espousal of the dispute by the purported IIT Roorkee Karamchari Union is faulty. There is no proof that the aforesaid union is registered or that it represents a large number of employees of IIT Roorkee. Also, there is nothing to prove that the claimants are even members of the aforesaid union.

22. On the merits of the case, the management simply reiterates that the claimants were given various opportunities to seek regular appointments through public notices made prior and subsequent to the MoUs. Some of the claimants even took their interviews, but were not shortlisted on merit. Some others never stood eligible at all for want of qualifications. The filling of all jobs has been strictly done in terms of sanctioned rules, regulations, and procedures. The claimants were never

on the rolls as regular employees and never gone through any formal selection process.

23. In spite of the non-permanent character of their work, the administration has proceeded in good faith by providing statutory and welfare concessions. These actions, however, do not grant them any legal right to absorption. The claimants' continued service is a mere consequence of necessities and does not present any compulsory duty on the institution to regularize their services.

In view of the above averments, the management prayed for dismissal of the claimants' request for regularization.

24. No issue other than the terms of reference was framed in the present cases. However, in certain cases, an additional issue was framed, which reads as under:

Whether the dispute has not acquired status of industrial dispute for want of espousal by the union or considerable number of workmen in the establishment of the management?

This additional issue was framed in the following cases:

I.D. No.	Title
21/2012	Sh. Pooran Singh vs. I.I.T. Roorkee
22/2012	Sh. Sherpal Singh vs. I.I.T. Roorkee
23/2012	Sh. Suresh Chand vs. I.I.T. Roorkee
24/2012	Sh. Ramesh Kumar vs. I.I.T. Roorkee
25/2012	Sh. Yogesh Kumar vs. I.I.T. Roorkee
26/2012	Sh. Munesh vs. I.I.T. Roorkee
48/2012	Sh. Rama Kant vs. I.I.T. Roorkee
120/2012	Sh. Sampurna Nand vs. I.I.T. Roorkee
126/2012	Sh. Karnpal vs. I.I.T. Roorkee
127/2012	Sh. Rameshwar Prasad vs. I.I.T. Roorkee
133/2012	Sh. Khalil Ahmed vs. I.I.T. Roorkee
144/2012	Sh. Murtaza Ahmed vs. I.I.T. Roorkee
145/2012	Sh. Harish Upadhyaya vs. I.I.T. Roorkee
2 152/2012	Sh. Ravindra Singh Rana vs. I.I.T. Roorkee

25. At the outset, this Tribunal considers it appropriate to deal with the issue raised by the Management regarding absence of proper espousal of these cases. The objection of the management is found to be devoid of merit. It is an admitted position that the references in the present matters have been made by the Appropriate Government in exercise of its powers under Section 10(1) of the Industrial Disputes Act, 1947, upon forming an opinion as to the existence of an industrial dispute between the parties. The scope of interference with such a reference is limited, and this Court cannot sit in appeal over the satisfaction of the Appropriate Government unless the reference is *ex facie* without jurisdiction. In these cases, the disputes have been raised individually by 46 workmen, all of whom are similarly situated and directly affected by the action of the Management. The dispute has been pursued through authorized representatives, and therefore, the requirement of espousal stands duly satisfied. The contention of the management the dispute ought to have been properly espoused is legally untenable, as espousal by a substantial body of affected workmen themselves is sufficient in law. Accordingly, the objection regarding espousal is rejected.

26. The claimants examined themselves as WWs and tendered their respective affidavits in evidence. The affidavits filed by all the claimants are mostly identical materially, other than the changes in names and particular. Through their affidavits, the claimants deposed that they were initially engaged by the erstwhile University of Roorkee, now IIT Roorkee, on their respective posts on muster roll basis and had continued to discharge duties for the management for several years. They stated that they had been performing their duties continuously and to the satisfaction of their superiors and the work performed by them was of a perennial and continuous nature.

27. The claimants further deposed that IIT Roorkee had formulated a scheme for absorption/regularization of Y-Pool workers but they were not extended the benefit of the scheme. According to them, despite rendering long years of service, their services had not been regularized and they had been deprived of the benefits available to regular employees. They also asserted that certain similarly situated workers had been regularized whereas their cases were not considered.

28. The claimants further deposed that they were entitled to regularization on their respective posts, grant of regular pay scales and all consequential service benefits, including arrears and other benefits admissible to regular employees. In support of their case, they relied upon documents exhibited as Ex. WW-1/1 (employment certificate duly signed by Chief warden, Rajendra Bhawan, University of Roorkee) and Ex. WW-1/2 (demand letter).

29. During their cross-examination, the claimants consistently stated that they had been engaged by the erstwhile University of Roorkee on daily wage, contractual or project basis several decades ago and had continued to render services to the management. Most of the claimants admitted that at the time of their initial engagement no public advertisement had been issued, no names had been requisitioned from the Employment Exchange and no regular selection process had been conducted. However, they stated that they had continued to discharge their services for the management without any interruption for long periods.

30. The claimants admitted that the University of Roorkee, while under the administrative control of the Government of Uttar Pradesh, had engaged a large number of workmen in different departments and projects according to its requirements. Several claimants stated that although they were initially engaged in particular projects, the work given to them continued for years and they continued to work thereafter.

31. The claimants admitted that the management had prepared a Y-Pool including 361 daily wage/contractual workers for consideration against available vacancies. They further admitted that appointments were made from among the Y-Pool workers through a selection process and that 211 persons were ultimately appointed. The claimants also admitted that they too were included in the Y-Pool and had participated in one or more selection processes conducted by the management from time to time.

32. Several claimants deposed that they had applied for posts such as Peon, Mali, Gardner, Lab Attendant, Key Punch Operator, Senior Computer Operator and other equivalent posts under the Y-Pool exercise. Some of them stated that they had appeared in interviews and

in some cases, had even been considered in the selection process, though they were not appointed.

33. The claimants further admitted that the University of Roorkee was converted into IIT Roorkee and was placed under the administrative control of the Government of India. Several claimants stated that they were not aware of the later changes in recruitment policies, staffing ratios and eligibility criteria after such conversion. However, some of them deposed that after the formation of IIT Roorkee, many persons working in technical and other positions were regularized and that the management continued to carry out recruitment exercises for various posts.

34. It also emerged from the testimony of the claimants that the management had taken their services over long periods ranging in several cases for more than three decades. The claimants deposed that they continued to receive wages from the management and contributions towards their EPF accounts were regularly deposited. Some of the claimants further admitted that they were getting certain facilities granted by the Institute, including medical facilities available in the Institute hospital and residential accommodation within the campus. However, the claimants also stated that such facilities were not at par with the benefits available to permanent employees.

35. Few claimants further deposed that they possessed educational qualifications ranging from middle school and matriculation to graduation, post-graduation, diploma and technical qualifications. Some of them stated that they had improved their educational qualifications during the course of their engagement with the management. One of the claimants Sh. Pooran Singh (I.D. no. 21/2012) deposed that he had passed the matriculation examination in the year 2018.

36. The claimants also admitted that conciliation proceedings had been initiated before the labour authorities at Dehradun through trade unions with regard to their grievances. However, they denied that they were not entitled to regularization or their continued engagement was only on account of the absence of requisite qualifications. They deposed that despite serving the management for years, they had not been granted the status of regular employees by the management.

37. The management examined Shri Bane Singh Meena, Assistant Registrar, as MW-1, who tendered his affidavit in evidence. Through his affidavit, MW-1 deposed that the erstwhile University of Roorkee had started many temporary and time-bound projects, including construction, research, consultancy and plan grant works, and that daily wage and contractual workers were engaged from time to time to meet the requirements of such projects. According to him, the claimants were engaged on daily wage or contractual basis as per temporary requirements and their contracts were extended from time to time depending upon the need.

38. MW-1 further deposed that in the year 1993, daily wage and contractual workers came up with a demand for regularization of their services. The agitation by these daily wage workers led to building up a volatile and surcharged atmosphere within the precincts of the University campus, as the Roorkee township is under army control and a part of army cantonment, any further escalation in the existing volatile situation could have resulted in a major law and order problem for the entire region. Therefore, discussions were held between the management and the workers, concluding in Memoranda of Understandings (MoU) dated 22.11.1994 and 16.02.1996. He stated that in pursuance of the MoU, a pool of 361 daily wage and contractual workers, known as the 'Y-Pool', was prepared and these workers were permitted to participate in selection processes conducted against available vacancies, subject to fulfilment of the prescribed eligibility criteria. He further deposed that 211 out of the 361 Y-Pool workers were eventually selected and appointed against regular posts through the prescribed recruitment process.

39. The witness further stated that the claimants were given opportunities to participate in the selection processes conducted by the management from time to time. Although, some of the claimants applied for various advertised posts, they could not be selected due to their position in the merit list, lack of required qualifications or experience after assessment by the Selection Committees. The witness further deposed that restrictions recruitment had been imposed by the Government of Uttar Pradesh in the year 1997 and similar restrictions continued after the change of the University of Roorkee into IIT Roorkee under the control of the Government of India. He stated that recruitment policy of IIT Roorkee went through changes after it was

converted into an IIT, and higher educational qualifications and revised recruitment process became applicable for appointment on Group 'C' and Group 'D' posts. He further deposed that the Government of India had adopted a policy of reducing the strength of non-teaching staff in the IITs, and therefore, fresh recruitments were reduced.

40. The witness also stated that a proposal for absorption of the remaining Y-Pool workers was placed before the Finance Committee and Board of Governors; however, the proposal was not approved due to restrictions in recruitment processes and policies of the Government of India. He further deposed that the Y-Pool workers were still granted various benefits, including EPF, gratuity, accommodation, revision of wages and medical facilities available through the Institute Hospital, and were also granted age relaxation for participation in future recruitment examinations.

41. The management relied upon the following documents:

- 1) Ex. MW-1/1 – Copies of the correspondence related to the Bhartiya Kisan Union and with the local civil administration.
- 2) Ex. MW-1/2 – Copy of Memoranda of Understanding dated 22.11.1994 and 16.02.1996.
- 3) Ex. MW-1/3 – Copies of the Regulations governing the Selection Process of University of Roorkee and copies of internal advertisements dated 24.10.1994, 21.11.1994, 13.06.1995, 26.07.1995, 27.08.1996 and 27.03.1997 issued for recruitment in the University of Roorkee.
- 4) Ex. MW-1/4 (Colly.) – Information relating to 211 persons recruited/selected out of 361 Y-Pool workers.
- 5) Ex. MW-1/5 – Copies of advertisements against which the individual claimant had applied for various posts but could not secure a place in the merit list.
- 6) Ex. MW-1/6 (Colly.) – Copies of Government Orders/letters dated 03.11.1997 and 02.12.1997 imposing a ban on recruitment of non-teaching posts in the University of Roorkee.
- 7) Ex. MW-1/7 (Colly.) – Copies of letters dated 08.05.1998 and 04.07.1998 issued by the Government of Uttar Pradesh regarding relaxation of the ban on recruitment in the University of Roorkee.
- 8) Ex. MW-1/8 (Colly.) – Copy of the Selection Process/Career Progression Scheme approved by the Ministry of Human Resource

Development, Government of India, showing the eligibility criteria for recruitment in IIT Roorkee and the policy relating to recruitment restrictions.

- 9) Ex. MW-1/9 (Colly.) – Copy of BOG Resolution No. BG/07/2007 dated 01.03.2003 and notification dated 22.04.2003 containing guidelines for recruitment of Group 'B', 'C' and 'D' staff in IIT Roorkee.
- 10) Ex. MW-1/10 – Copy of Memorandum of Understanding dated 27.07.2003 between the Ministry of HRD and IIT Roorkee regarding reduction of academic and non-academic staff ratio, along with copies of letters dated 08.05.2008 and 20.12.2010 issued by the Government of India in this regard.
- 11) Ex. MW-1/11 – Copy of proposal relating to the Special Voluntary Retirement Scheme (SVRS).
- 12) Ex. MW-1/12 – Copies of resolutions passed by the Board of Governors and Finance Committee dated 27.01.2004 and 28.01.2004 respectively, whereby the proposal for absorption of Y and Z category workers against vacant entry-level Group 'C' and 'D' posts was not accepted.
- 13) Ex. MW-1/13 – Copies of letters relating to grant of age relaxation to Y-Pool workers for participation in recruitment processes in the erstwhile University of Roorkee and IIT Roorkee.
- 14) Ex. MW-1/14 – Copies of documents relating to grant of facilities such as EPF, gratuity, accommodation, revision of wages and Institute Hospital facilities to the individual claimant, including letter dated 16.07.2012 regarding revision of wages of Y-Pool workers.
- 15) Ex. MW-1/15 (Colly.) – Documents showing the sanctioned strength of 1733 posts as on June, 2001 and documents relating to freezing of posts by the Board of Governors at the time of mapping after conversion of the University into IIT Roorkee.
- 16) Ex. MW-1/16 (Colly.) – Copies of documents relating to syndicate-created posts, including statements of posts, appointment letters of certain employees and decisions of the Board of Governors regarding absorption/adjustment of incumbents working against such posts.
- 17) Ex. MW-1/17 – Copy of the verification form of the individual claimant and copies of the complaint, reply and rejoinder filed before the Assistant Labour Commissioner, Dehradun.

42. The witness was cross-examined at length, where he admitted that:

- He admitted that all the claimants had been working since the period when the Institute was known as the University of Roorkee.
- He further admitted that pursuant to a Memorandum of Understanding (MOU) executed between the management and the workers in the year 1994-95, the services of the workmen did not suffer any break.
- He also admitted that none of the claimants had been issued any appointment letter either by the erstwhile University of Roorkee or by IIT Roorkee.
- According to him, the claimants were initially engaged on muster roll basis.
- He stated that the practice of engagement on muster roll continued till the execution of the MOU.
- He admitted that after the execution of the MOU, the practice of maintaining the workmen on muster roll was discontinued and the workmen were deployed in different departments of the University/Institute.
- It was admitted by him that after the formation of IIT Roorkee, the claimants continued to be paid from the normal grant of the Institute, though not from the salary head of the budget.
- He admitted that a pool of 361 workers, known as the Y-Pool, was created by the management.
- He further admitted that 211 workers out of the said Y-Pool were subsequently absorbed against regular posts.
- The witness also admitted that, apart from the MOU itself, no document had been placed on record to establish that the person signing the MOU on behalf of the workers was duly authorized to represent the present claimants.
- He stated that he could not say, without verifying the records, whether certain contractual workers had been made permanent with the approval of the Board of Governors and whether service benefits had been given to them from the dates of their initial appointments.
- He admitted that some of the workers absorbed from the Y-Pool against regular posts possessed educational qualifications only up to the 5th or 7th standard.

- He admitted that he was not working in the University of Roorkee at the relevant time and had joined IIT Roorkee only on 01.01.2019.

43. I have heard the arguments advanced by the Ld. ARs for both parties and gone through records of these cases. From the pleadings of the parties and evidence adduced on record, it is evident that the claimants were engaged by the Erstwhile University of Roorkee, and were engaged as early as 1979 on their respective posts. In the present cases, it is admitted that the claimants were engaged as daily wages/contractual workers as admitted by the claimants in its pleadings and evidence adduced on record. The claimants were working continuously for different periods of time, some dating back to 1979-80. They are being paid minimum in the scale without promotion, and at rates lower than those of regular employees of the management for want of regularization.

44. The claimants did not file written submissions. However, it is clear from the pleadings, the evidence led by them, and the judgments relied upon by them that their main contention is that they had been continuously working with the respondent institution on different posts since the years 1980 to 2000 and have rendered long and uninterrupted service in various departments of the erstwhile University of Roorkee and afterwards IIT Roorkee.

45. It is further their case that some similarly situated employees and in some cases even junior to them, were regularized, whereas their cases were ignored.

46. The claimants have also argued that they have spent the prime years of their lives in the service of the respondent institution with a legitimate expectation of regularization and that rejection of regularization despite their long years of service is arbitrary and unjustified. Accordingly, they seek regularization on their respective posts along with consequential benefits.

47. In its written submissions, the management stated that it had engaged the claimants as casual daily wage/contract workers on muster roll basis to meet temporary and project-based requirements. It was

submitted that the claimants were never appointed against sanctioned regular posts and were not recruited through any prescribed selection process.

48. The management further submitted that after the agitation by daily wage and contractual workers, Memoranda of Understanding dated 22.11.1994 and 16.02.1996 were executed, wherea pool of 361 workers, known as the Y-Pool, was created. It was submitted that the said Memoranda did not planto automatically regularize the claimants and was only meant for consideration of eligible Y-Pool workers for appointment against regular vacancies in accordance with the applicable recruitment rules and selection procedures.

49. It was further submitted that various recruitment processes were conducted by the erstwhile University of Roorkee and that 211 workers from the Y-Pool were appointed against regular posts after being found eligible by the Selection Committees. According to the management, no scheme for regularization was ever framed and appointments against regular posts were made only through the prescribed recruitment process.

50. The management also contended that pursuant to issuance of blanket prohibition on all non-teaching appointments by the Government of Uttar Pradesh and subsequently by the Government of India, fresh recruitments were severely restricted. -

51. The management further submitted that no vacancy existed in the C-MTS category and appointments to the few vacancies arising in other cadres could be made only in accordance with the applicable recruitment rules. It was also contended that several opportunities were given to the Y-Pool workers to participate in recruitment processes, but the claimants were unable to secure appointment through the prescribed selection procedure on account of their position in the merit list, lack of required qualifications or experience

52. The management lastly contended that only continuation in service for a long period does not give any automatic right to regularization and regularization cannot be claimed as a mode of recruitment. It was however submitted that the management had granted various service benefits to Y-Pool workers, including provident

fund, gratuity, medical facilities, accommodation, annual increments, leave benefits and age relaxation in recruitment processes.

53. The management has heavily placed reliance upon the judgment of Hon'ble Supreme Court of India dated 10.04.2006 in **State of Karnataka vs. Uma Devi and Ors., Civil Appeal Nos. 3595-3612 of 1999**, wherein it was held that:

Thus, it is clear that adherence to the rule of equality in public employment is a basic feature of our Constitution and since the rule of law is the core of our Constitution, a Court would certainly be disabled from passing an order upholding a violation of Article 14 or in ordering the overlooking of the need to comply with the requirements of Article 14 read with Article 16 of the Constitution. Therefore, consistent with the scheme for public employment, this Court while laying down the law, has necessarily to hold that unless the appointment is in terms of the relevant rules and after a proper competition among qualified persons, the same would not confer any right on the appointee. If it is a contractual appointment, the appointment comes to an end at the end of the contract, if it were an engagement or appointment on daily wages or casual basis, the same would come to an end when it is discontinued. Similarly, a temporary employee could not claim to be made permanent on the expiry of his term of appointment. It has also to be clarified that merely because a temporary employee or a casual wage worker is continued for a time beyond the term of his appointment, he would not be entitled to be absorbed in regular service or made permanent, merely on the strength of such continuance, if the original appointment was not made by following a due process of selection as envisaged by the relevant rules. It is not open to the court to prevent regular recruitment at the instance of temporary employees whose period of employment has come to an end or of ad hoc employees who by the very nature of their appointment, do not acquire any right. High Courts acting under Article 226 of the Constitution of India, should not ordinarily issue directions for absorption, regularization, or permanent continuance unless the recruitment itself was made regularly and in terms of the constitutional scheme. Merely because, an employee had continued under cover of an order of Court, which we have described as 'litigious employment' in the earlier part of the judgment, he would not be entitled to any right to be absorbed or made permanent in the service. In fact, in such cases, the High Court may not be justified in issuing interim directions, since, after all, if ultimately the employee approaching it is found entitled to relief, it may be possible for it to mould the relief in such a manner that ultimately no prejudice will be caused to him, whereas an interim direction to continue his employment would hold up the regular procedure for selection or impose on the State the burden of paying an employee who is really not required. The

courts must be careful in ensuring that they do not interfere unduly with the economic arrangement of its affairs by the State or its instrumentalities or lend themselves the instruments to facilitate the bypassing of the constitutional and statutory mandates.

41. It is argued that in a country like India where there is so much poverty and unemployment and there is no equality of bargaining power, the action of the State in not making the employees permanent, would be violative of Article 21 of the Constitution. But the very argument indicates that there are so many waiting for employment and an equal opportunity for competing for employment and it is in that context that the Constitution as one of its basic features, has included Articles 14, 16 and 309 so as to ensure that public employment is given only in a fair and equitable manner by giving all those who are qualified, an opportunity to seek employment. In the guise of upholding rights under Article 21 of the Constitution of India, a set of persons cannot be preferred over a vast majority of people waiting for an opportunity to compete for State employment. The acceptance of the argument on behalf of the respondents would really negate the rights of the others conferred by Article 21 of the Constitution, assuming that we are in a position to hold that the right to employment is also a right coming within the purview of Article 21 of the Constitution. The argument that Article 23 of the Constitution is breached because the employment on daily wages amounts to forced labour, cannot be accepted. After all, the employees accepted the employment at their own volition and with eyes open as to the nature of their employment. The Governments also revised the minimum wages payable from time to time in the light of all relevant circumstances. It also appears to us that importing of these theories to defeat the basic requirement of public employment would defeat the constitutional scheme and the constitutional goal of equality.

54. The management further relied upon the judgment of *Hari Nandan Prasad & Anr. Vs. Employer I/R to Management of Food Corporation of India &Anr. (2014) 7 SCC 190*, where it was held:

On harmonious reading of the two judgments discussed in detail above, we are of the opinion that when there are posts available, in the absence of any unfair labour practice the Labour Court would not give direction for regularization only because a worker has continued as daily wage worker/adhoc/temporary worker for number of years. Further, if there are no posts available, such a direction for regularization would be impermissible. In the aforesaid circumstances giving of direction to regularize such a person, only on the basis of number of years put in by such a worker as daily wagger etc. may amount to backdoor entry into the service which is an anathema to Art.14 of the Constitution. Further, such a direction would not be given when the concerned worker does not meet the

eligibility requirement of the post in question as per the Recruitment Rules. However, wherever it is found that similarly situated workmen are regularized by the employer itself under some scheme or otherwise and the workmen in question who have approached Industrial/Labour Court are at par with them, direction of regularization in such cases may be legally justified, otherwise, non-regularization of the left over workers itself would amount to invidious discrimination qua them in such cases and would be violative of Art.14 of the Constitution. Thus, the Industrial adjudicator would be achieving the equality by upholding Art. 14, rather than violating this constitutional provision.

55. Certain guidelines have been enunciated by the Hon'ble Apex court in **Jaggo vs. Union of India**, 2024 SCC OnLine SC 3826 and **Sh. Vinod Kumar & Ors. Vs. Union of India (arising out of SLP (C) Nos.22241-42 of 2016)**. The facts of the cases in hand squarely covers the above mentioned judgments. In the above said judgments, long, continuous and unblemished services of employees who were directly recruited by the Government, but the management adopted unfair labour practice by employing them for a long period of time. In *Vinod Kumar & Ors. v. Union of India*, it was held that the application of judgment in *Uma Devi* does not fit squarely with the facts at hand, given the specific circumstances under which the appellants were employed and have continued their services.

56. In the said judgment, the Apex court held that long, continuous, and unblemished service cannot be disregarded merely because employees were initially appointed on a contractual or part-time basis, especially where their work is perennial, integral, and indispensable to the organization. The Court rejected technical objections relating to qualifications or procedural lapses, and held that outsourcing of identical work further demonstrates its necessity. It clarified that *Uma Devi* was not intended to deny regularisation to long-serving employees performing essential functions, but to prevent illegal appointments, and cautioned against its misuse to defeat legitimate claims. The relevant portion in *Jaggo vs. Union of India*, are reproduced herein below:-

“17. As for the argument relating to educational qualifications, we find it untenable in the present context. The nature of duties the appellants performed—cleaning, sweeping, dusting, and gardening—does not inherently mandate formal educational prerequisites. It would be unjust to rely on educational criteria that were never central to their engagement or the performance of their duties for decades. Moreover, the respondents themselves have, by their conduct, shown that such criteria were not strictly enforced in other cases of regularization. The appellants' long-standing satisfactory

performance itself attests to their capability to discharge these functions, making rigid insistence on formal educational requirements an unreasonable hurdle.

19. *It is evident from the foregoing that the appellants' roles were not only essential but also indistinguishable from those of regular employees. Their sustained contributions over extended periods, coupled with absence of any adverse record, warrant equitable treatment and regularization of their services. Denial of this benefit, followed by their arbitrary termination, amounts to manifest injustice and must be rectified.*

20. *It is well established that the decision in Uma Devi (supra) does not intend to penalize employees who have rendered long years of service fulfilling ongoing and necessary functions of the State or its instrumentalities. The said judgment sought to prevent backdoor entries and illegal appointments that circumvent constitutional requirements. However, where appointments were not illegal but possibly "irregular," and where employees had served continuously against the backdrop of sanctioned functions for a considerable period, the need for a fair and humane resolution becomes paramount. Prolonged, continuous, and unblemished service performing tasks inherently required on a regular basis can, over the time, transform what was initially ad-hoc or temporary into a scenario demanding fair regularization. In a recent judgment of this Court in Vinod Kumar v. Union of India⁵, it was held that held that procedural formalities cannot be used to deny regularization of service to an employee whose appointment was termed "temporary" but has performed the same duties as performed by the regular employee over a considerable period in the capacity of the regular employee. The relevant paras of this judgment have been reproduced below:*

"6. The application of the judgment in Uma Devi (supra) by the High Court does not fit squarely with the facts at hand, given the specific circumstances under which the appellants were employed and have continued their service. The reliance on procedural formalities at the outset cannot be used to perpetually deny substantive rights that have accrued over a considerable period through continuous service. Their promotion was based on a specific notification for vacancies and a subsequent circular, followed by a selection process involving written tests and interviews, which distinguishes their case from the appointments through back door entry as discussed in the case of Uma Devi (supra).

7. The judgment in the case Uma Devi (supra) also distinguished between "irregular" and "illegal" appointments underscoring the importance of considering certain appointments even if were not made strictly in accordance with the prescribed Rules and

Procedure, cannot be said to have been made illegally if they had followed the procedures of regular appointments such as conduct of written examinations or interviews as in the present case..."

21. The High Court placed undue emphasis on the initial label of the appellants' engagements and the outsourcing decision taken after their dismissal. Courts must look beyond the surface labels and consider the realities of employment : continuous, long-term service, indispensable duties, and absence of any mala fide or illegalities in their appointments. In that light, refusing regularization simply because their original terms did not explicitly state so, or because an outsourcing policy was belatedly introduced, would be contrary to principles of fairness and equity.

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.

24. The landmark judgment of the United State in the case of *Vizcaino v. Microsoft Corporation*² serves as a pertinent example from the private sector, illustrating the consequences of misclassifying employees to circumvent providing benefits. In this case, Microsoft classified certain workers as independent contractors, thereby denying them employee benefits. The U.S. Court of Appeals for the Ninth Circuit determined that these workers were, in fact, common-law employees and were entitled to the same benefits as regular employees. The Court noted that large Corporations have increasingly adopted the practice of hiring temporary employees or independent contractors as a means of avoiding payment of employee benefits, thereby increasing their profits. This judgment underscores the principle that the nature of the work performed, rather than the label assigned to the worker, should determine employment status and the corresponding rights and benefits. It highlights the judiciary's role in rectifying such misclassifications and ensuring that workers receive fair treatment.

25. It is a disconcerting reality that temporary employees, particularly in government institutions, often face multifaceted forms of exploitation. While the foundational purpose of temporary contracts may have been to address short-term or seasonal needs, they have

increasingly become a mechanism to evade long-term obligations owed to employees. These practices manifest in several ways:

- **Misuse of “Temporary” Labels:** Employees engaged for work that is essential, recurring, and integral to the functioning of an institution are often labeled as “temporary” or “contractual,” even when their roles mirror those of regular employees. Such misclassification deprives workers of the dignity, security, and benefits that regular employees are entitled to, despite performing identical tasks.
- **Arbitrary Termination:** Temporary employees are frequently dismissed without cause or notice, as seen in the present case. This practice undermines the principles of natural justice and subjects workers to a state of constant insecurity, regardless of the quality or duration of their service.
- **Lack of Career Progression:** Temporary employees often find themselves excluded from opportunities for skill development, promotions, or incremental pay raises. They remain stagnant in their roles, creating a systemic disparity between them and their regular counterparts, despite their contributions being equally significant.
- **Using Outsourcing as a Shield:** Institutions increasingly resort to outsourcing roles performed by temporary employees, effectively replacing one set of exploited workers with another. This practice not only perpetuates exploitation but also demonstrates a deliberate effort to bypass the obligation to offer regular employment.
- **Denial of Basic Rights and Benefits:** Temporary employees are often denied fundamental benefits such as pension, provident fund, health insurance, and paid leave, even when their tenure spans decades. This lack of social security subjects them and their families to undue hardship, especially in cases of illness, retirement, or unforeseen circumstances.

26. While the judgment in *Uma Devi* (supra) sought to curtail the practice 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."

57. The supreme court reiterating the principles laid down in Jaggo (supra) again in the case of ***Shripal v. Nagar Nigam, Ghaziabad, 2025 SCC OnLine SC 221***, held that that employees who have worked continuously and without complaint for long periods in roles that are perennial and essential cannot be arbitrarily terminated or denied regularisation, as such action would be unconstitutional. In such circumstances, the employer cannot rely on technical objections such as absence of a formal selection process, lack of sanctioned posts, or recruitment bans. It further clarifies that *Uma Devi* does not bar regularisation in these cases, particularly where long-standing service reflects a genuine and ongoing need for the work performed. The relevant portion is reproduced herein below: -

"13. By requiring the same tasks (planting, pruning, general upkeep) from the Appellant Workmen as from regular Gardeners but still compensating them inadequately and inconsistently the Respondent Employer has effectively engaged in an unfair labour practice. The principle of "equal pay for equal work," repeatedly emphasized by this Court, cannot be casually disregarded when workers have served for extended periods in roles resembling those of permanent employees. Long-standing assignments under the Employer's direct supervision belie any notion that these were mere short-term casual engagements.

14. The Respondent Employer places reliance on Umadevi 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 fulfil ongoing municipal requirements year after year cannot be dismissed summarily as dispensable, particularly in the absence of a genuine contractor agreement....”

58. So far so the reliance placed by the management in **HariNandanParsad (Supra)** is concerned, that stands nowhere. In the present matters, the posts on which the claimants had been working continuously for decades are admittedly perennial in nature. The management not only absorbed 211 out of 361 Y-pool workmen against regular posts at different points of time by conducting the recruitment processes, and left out the workmen herein for not succeeding in the recruitment test or otherwise not fulfilling the criteria, but also continued to avail their services, meaning thereby that the posts on which they are working are essential in nature.

59. Moreover, it is admitted by the management that in 2004, an agenda item was put before the Board of Governors (BOG) and the Finance Committee for absorption of the last batch of ‘Y-pool’ employees. However, this proposal was rejected by both statutory bodies on grounds of policy limitations and reiterated the central government's guidance on sticking to the fixed faculty-staff ratio. However, the claimants’ association continued to be contractual, casual, and need-based basis.

60. Therefore, in the guise of policy limitations, the workmen cannot be left in limbo because it would amount to discrimination qua them and would be violative of article 14 of the constitution, particularly when initially all 361 ‘Y-pool’ workmen were initially engaged directly without

undergoing any recruitment process and most of them were subsequently absorbed by the management.

61. Long experience of work and long association with the department would naturally result in acquisition of expertise in the posts on which the workmen are working. The posts held by the claimants are those of *Helper, Peon, Beldar, Chowkidar, Mason, Telephone Operator, Pump Operator, Technical Assistant, Lab. Technician etc.* Their experience of working on these posts for decades itself is sufficient to meet the standard of the post on which the claimants are working.

Relief

In view of the above discussion, it is held that the action of the management in not regularizing the services of the claimants is unjustified. Accordingly, the claimants who continue to be in service are held entitled to regularization on their respective posts. Now the question arises for consideration is as to from which date the claimants are entitled to be given benefits of regularization. The claimants have made prayer in their claim statements that they be regularized from the dates of their initial appointment by the management on daily wage/contract basis. However, the same cannot be accepted. If their pleas are accepted, the management would not be in a position to engage workers on a daily-wage or contractual basis to meet contingency of work. At least some length of service is required to be rendered by the workmen before they seek regularization.

In the claims in hand, it would be proper if the claimants are ordered to be regularized with effect from the date of reference made by the appropriate government, considering that they have rendered long years of service who spanned for decades and their continuance of service even as of today in some of the cases.

In view of the above, the claimants are entitled to be regularized with effect from the date of reference of the dispute, along with all consequential service benefits.

The claimants who retired during the pendency of the proceedings shall also be entitled to the consequential monetary and retiral benefits arising out of the regularization with effect from the date of reference.

In respect of the claimants who expired during the pendency of the proceedings, the consequential monetary benefits arising from this Award shall be computed with effect from the date of reference and released to their legal heirs in accordance with law.

The management is directed to implement the Award within two months from the date of its publication. A copy of this award be sent to the appropriate government for notification under section 17 of the I.D Act. A copy of this award is also placed in each of the connected files. The file is consigned to record room.

Dated 11.06.2026

ATUL KUMAR GARG
Presiding Officer
CGIT – cum – Labour Court – II