

IN THE HIGH COURT OF JUDICATURE AT BOMBAY  
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO. 5395 OF 2022  
WITH  
INTERIM APPLICATION NO.9909 OF 2022

**1. Manisha Santosh Gaikwad**

Age: 30 year Occ: Service  
R/at Buddha Nagar, Azad Nagar  
Nr. BK No. 653,  
Ulhasnagar-2 Thane

**2. Madhuri Sawant**

Age: 30 year Occ: Service  
R/at. Flat No. 509, Sky hill Bldg.,  
Near New Panvel Highway

**3. Mrunali Chandekar**

Age: 32 year Occ: Service  
R/at Samarth Nagar, Nr. Govt. Hospital,  
At Post Vasind Tal. Shapur Dist Thane

**4. Sangeeta Dalvi**

Age: 28 years Occ: Service  
R/at Tanaji Mhatre Chawl No. 6, Room No., 2  
Ganesh Mandir Road Dativali Diva

**5. Samishka Palshetkar**

Age: 32 year Occ: Service  
101, Shri Hari Apt Kolegaon  
Nr. Aai Ekveera Dombivali (E)

**6. Manisha Hajare**

Age: 22 year Occ: Service  
R/at Daksh Apt 403 Shiv Shakti  
Colony Chawl Ulhasnagar

**7. Rupali Ubale**

Age: 21 year Occ: Service  
R/at 407, Savarkar Nagar,  
Behind Ganpati Mandir Manmad Nashik

**8. Aarti Buradkar**

Age: 32 year Occ: Service  
Swami Samrth Apt, Ground Floor

R. No. 4 Jimmi Baug Kappewad  
Kalyan (E)

**9. Usha Lone**

Age: 30 year Occ: Service  
R/at AT. Take Deogaon Powawi harsh  
Tal Trymbakeshwar Nashik

**10. Pratikash Jadhav**

Age: 22 year Occ: Service  
R/at Kalayn Murbad Road,  
Rayate, Kalyan

**11. Vanita Rathod**

Age: 21 year Occ: Service  
R/at New Hanuman Mandir New  
Hanuman Colony Aurangabad

**12. Deepali Zirva**

Age: 21 year Occ: Service  
A-01/304 Jay Vinaya Park Samukh Soc. Road,  
Dalvi Wada Manda Titwala (E)

**13. Yogita Patil**

Age: 20 year Occ: Service  
R/at, Own House Kalayn Shill Road  
Nr. Maruti School, Khidkaligaon Kalyan

**14. Manisha Avhad**

Age: 22 year Occ: Service  
R. No. 12, Om Sita Niwas,  
Durgamata Mandir Road,  
Kolsewadi Kalyan

**15. Supriya Chavan**

Age: 20 year Occ: Service  
R/at 205/C Navgaondevi Kripa  
Soc. Retibhandar Road,  
Devicha ada Dombivali (E)

**16. Nagis Mokashi**

Age: 28 year Occ: Service  
R/at 91 Shree Malang Road,  
Nr. Namdev Pandey Chawl,  
Chakki Naka Kalyan (E)

**17. Shweta Mali**

Age: 28 year Occ: Service  
R/at, B-6/R. No. 4, Shree Ekdant Apt,  
Bhagirati Nagar,  
Adharwadi Jail Kalyan (W)

**18. Pragati Hingale**

Age: 32 year Occ: Service  
Bhaiya Sheb Ambedkar  
Nagar, O.T. Section No. 2,  
Near Budha Vihar Kemari

**19. Sheela Palve**

Age: 28 year Occ: Service  
R/at, 303 Krushna Apt,  
Dwarka Nagori, Santosh Nagar  
Poona Link Road, Tisgaon Naka  
Kalyan (E)

**20. Nikita Kalokhe**

Age: 22 year Occ: Service  
4, Vir Niwas Karpewadi New  
Jimmibaugh Lokgram Road,  
Opp. Desai Building,  
Kalayn (E)

**21. Vandana Wakode**

Age: 35 year Occ: Service  
R/at Premji Nagar Mothi Umari Akola  
Near Kaly furniture,  
Taluka Akola

**22. Anita Hemant Gondake**

Age: 22 year Occ: Service  
R/at Palsande Tal. Mokada  
Post Khoch Palghar

**23. Anita B. Shilkande**

Age: 38 year Occ: Service  
R/at Flat No. 404 Tisai Darshan  
Vijay Nagar Tisgaon,  
Kalyan (E)

**24. Sangita Thorat**

Age: 23 year Occ: Service  
R/at Tanaji mhatre Chwal No. 6

**25. Manasvi Mahendra Kadam**

Age: 22 year Occ: Service  
R/at A-103 Jai Vaushnavi Apt,  
Badlapur Ambernath Road,  
Near TalathiOffice Belvali  
Badlapur (W)

**26. Mamta Bhoir**

Age: 28 year Occ: Service  
AT Gorad Vajreshwari

**27. Akshada Pandav**

Age: 23 year Occ: Service  
R/at Kalyan Thane

**28. Maya Mahale**

Age: 25 year Occ: Service  
R/at Kalyan Thane

**29. Pallavi Awale**

Age: 22 year Occ: Service  
R. No. 2 N Tower Chandresh Oasis  
Lodha Heaven Nilaje Gaon,  
Kalayn Shil Road, Katai

**30. Archana Raghunath Gode**

Age: 22 year Occ: Service  
Padali Deshmukh Post Mukane  
Tal. Igatpuri Nashik

**31. Yogita Ramchandra Burange**

Age: 21 year Occ: Service  
R/at Vighhart Apt. Ambivali  
Kalayn (W)

**32. Pragati Bhore**

Age: 32 year Occ: Service  
R/at 304 Sai Sudhi Tower Laxmi  
Nagar, Ghatkopar (E)

**33. Aarti Buge**

Age: 32 year Occ: Service  
R/at Ganraj Colony, Room No. 05  
Chawl No. 1, Ashlepada Ganesh Mandir,  
Ulhasnagar

**34. Priya Bhore**

Age: 23 year Occ: Service  
R/at Wlochintaman Alode Moho  
B. K Wada Thane

**35. Chaitali Dandekar**

Age: 28 year Occ: Service  
R/at Patil Nagar, Opp Shanmangal Karyalay,  
Shri. Siddhi Apt Washind (E)

**36. Damini Are**

Age: 23 year Occ: Service  
R/at At. Belwad Tai Shahapur  
Dist Thane Post Vaitarna

**37. Komal Bajabhau Dighe**

Age: 23 year Occ: Service  
R/at Bapgaon Bhivandi

...Petitioner

**Versus**

**1. Kalyan Dombivali Municipal Corporation,**

Through its Municipal Commissioner,  
Having office at  
Shankar Rao Chowk, Kalyan (W),  
Dist. Thane.

**2. Municipal Commissioner,**

Having office at  
Shankar Rao Chowk, Kalyan (W),  
Dist. Thane

**3. Assistant Commissioner,**

General Administration Department,  
Kalyan Dombivali Municipal Corporation,  
Having office at  
Shankar Rao Chowk, Kalyan (W),  
Dist. Thane

**4. Chief Medical Officer,**

Kalyan Dombivali Municipal Corporation  
Shankar Rao Chowk, Kalyan (W),  
Dist. Thane

**5. State of Maharashtra,**  
(Through its Principal Secretary,  
Having office at  
Mantralaya, Mumbai-400032).

...Respondents

WITH  
WRIT PETITION NO. 8812 OF 2022  
WITH  
INTERIM APPLICATION NO.9883 OF 2022

**1. Sagar Ramchandra Pawar**

Age: 22 Year, Occ: Ward Boy,  
R/At, Room 7 Ashatavinyak Buld, Near  
Tilak Collage,  
Azdegaon Dombivali (E), District- Thane

**2. Rushikesh Madhukar Avhad**

Age: 26year, Occ: Ward Boy,  
R/At B/206, Salubai Sankul,  
Nadivali Adivali,  
Kalayn (E), District- Thane

**3. Ganesh Baburao Kamble**

Age: 30 Year, Occ: Ward Boy,  
R/At, Pisawaligaon, Kalayn (E)

**4. Rajnandan Maruti Pandagale**

Age: 22 Year, Occ: Ward Boy  
R/At 203, Kisan Joshi Chowl,  
Azdegaon, Dombivali (E), Thane

**5. Rishikesh Mahavir Koturkar**

Age: 23 Year, Occ: Ward Boy  
R/At Samarth Niwad, Hanuman Nagar  
Kachuregaon, Kalyan (E)

**6. Umesh Bhasjar Ugale**

Age: 38 Year, Occ: Ward Boy  
R/At Room No. 402, Khadpada  
Kalyan (W)

**7. Pritam Prabhakar Redekar**

Age: 28 Year, Occ: Ward Boy  
R/At Sai Ashirwad Apt,  
B/302, Chinchpada Kalyan (E)

**8. Swapnil Ramdas Jagtap**

Age: 38 Year, Occ: Ward Boy  
 R/At Bhimnagar, Sarode Hospital  
 Near Water Tank Ghatkopar (E)

**9. Ankush Gulabrao Padol**

Age: 26 Year, Occ: Ward Boy  
 R/At Mangal Radhu Nagar,  
 Kalyan (E)

**10. Vicky Shankar Ujjainkar**

Age: 31 Year, Occ: Ward Boy,  
 R/At Khadegolavali, Vitthal Wadi,  
 Kalyan (E)

**11. Suraj Nandkumar Niwate**

Age: 23 Year, Occ: Ward Boy  
 R/At B/105, Jay Ganesh Vastu Kopargaon  
 Near Ridhi Sidhi Complex

**12. Rajesh Sakharam Niwate**

Age: 25 Year, Occ: Ward Boy  
 R/At Room No. 4, Shree Swami Samarth CHS  
 Kopargaon, Dombivali (E)

**13. Jayesh Maruti Gode**

Age: 24 Year, Occ: Ward Boy  
 R/At Room No. 2 Kalwa (E)

**14. Omkar Anil Panchal**

Age: Adult, Occ: Ward Boy  
 R/At 106, Pimpleshwar Darshan,  
 Manpada Road, Dombivli (W)

**15. Prasad Baliram Krupane**

Age: 22 Year, Occ: Ward Boy  
 R/At C 202 Nav Pancharatna Soc,  
 New Ayre Road, Rajaji Path,  
 Near Sai Baba Temple, Dombivli (E)

**16. Bhaskar Nanda Chavan**

Age: 30 Year, Occ: Ward Boy R/At Nashik

**17. Suraj Paradeshi**

Age: Year, Occ: Ward Boy  
 R/At Kalyan (W), Thane

**18. Krishnasamy V.**

Age: 36 Year, Occ: Ward Boy  
R/At Dwarka Smriti Building, Room No 21,  
3Floor, Mp Road, Bhoirwadi,  
Dombivali West. PIN-421202

**19. Nilesh Jagtap**

Age: 33 Year, Occ: Ward Boy  
R/At Room No. 2 Shashtri Nagar Dombivali (W)

**20. Avinash Lenekar**

Age: 21 Year, Occ: Ward Boy  
R/at Aurangabad

**21. Manoj Bhogle**

Age: 25 Year, Occ: Ward Boy  
R/at Kalyan (E) Thane

**22. Jalindar Kokatare**

Age: 28 Year, Occ: Ward Boy  
R/at New Ayre Road Samtanagar,  
Kopar Station Road Ayre Gaon, Dombivli (E)

**23. Manohar Waghmare**

Age: 35 Year, Occ: Ward Boy  
R/at Tel- Surgana Dist-Nashik

**24. Kailas Avhad**

Age: 30 Year, Occ: Ward Boy  
R/At A/P Dapur, Tel-Sinnar Dist- Nashik

**25. Siddhesh Kamble**

Age: 20 Year, Occ: Ward Boy,  
R/at Dist Palghar

**26. Sagar Pardeshi**

Age: 28 Year, Occ: Ward Boy  
R/at C-70, Mantri Chandak Nagar,  
Bhavani Peth, Solapur

**27. Manisha Gaikwad**

Age: 30 Year, Occ: Ward Girl  
R/at Ulshanagar 2

**28. Santosh Ramnath Bade**

Age: 21 Year, Occ: Ward Boy

R/at At. Jirewadi Post. Kordgoan Tal. Pathardi  
Dist .Ahmadnagar

**29. Nikita Rathod**

Age: 24 Year, Occ: Ward Girl  
R/at Kalyan (E), Thane

**30. Ashwini Kamble**

Age: 25 Year, Occ: Ward Girl  
R/At Room No. 203 Kamal Residency  
Sanjay Nagar, Sagaon  
Dombivali (E)

**31. Sandeep Dere**

Age: Year, Occ: Ward Boy  
R/at Kalyan (W) Thane

**32. Rajeshri Ufade**

Age: Year, Occ: Ward Girl  
R/at Kalyan (W), Thane

**33. Vikram Kadam**

Age: 37 Year, Occ: Ward Boy  
R/At Mangal Ragho Nagar Kalyan East

**34. Anil Laxman Dhulap**

Age: 35 Year, Occ: Ward Boy  
R/at Room No 7 Shree Ganesh Krupa  
Chs Aayregav Dombivali

**35. Prakash Suresh Koli**

Age: 29 Year, Occ: Ward Boy  
R/at 702/D/32 Jay Bharat Sosayati,  
Sangharsh Nagar,  
Chandivali Andheri (East)

**36. Balaram Bhalerao**

Age: 42 Year, Occ: Ward Boy  
R/at Durga Devi Pada,  
Shiv Mandir Road, Ambarnath (E)

**37. Pravin Bhojane**

Age: 41 Year, Occ: Ward Boy  
R/at Royal Park, Nandivali,  
Dombivali East.

**38. Vinayak Niwate**

Age: 24 Year, Occ: Ward Boy  
R/at Dombivali (E)

**39. Dwarkesh Ucche**

Age: 22 Year, Occ: Ward Boy  
R/at Azdegaon Dombivali (E)

**40. Neha Mevati**

Age: 21 Year, Occ: Ward Girl  
R/ At Bail Bazzar Kalyan (W)

**41. Paresh Prabhakar More**

Age: 33year, Occ: Ward Boy  
R/at Kalyan (E), Thane

**42. Mahendra Bhalchandra Devare**

Age: 34 Year, Occ: Ward Boy  
R/at Room No. 21, Chawl No. 06, Mahendra  
Kadu Chawl, Aashele Pada,  
Ulhasnagar-04, Thane 421004

**43. Rupesh Rajendra Kakde**

Age: 21 Year, Occ: Ward Boy  
R/at Samrat Harshwardhan Nagar  
Near MIDC Water Tank Ulhasnagar 1

**44. Swapnil S. Jarare**

Age: 27 Year, Occ: Ward Boy  
R/at Pisvali, Kalyan East

**45. Mahesh Rohidas Shinde**

Age: 32 Year, Occ: Ward Boy  
R/at Aminabai Chawal Hanuman Mandir  
Room 3 Kajutekdi Kondaji Baba  
Dere Marg Ghatkopar West

**46. Ashish R. Khandekar**

Age: 27 Year, Occ: Ward Boy  
R/at Kalyan (E) Thane

**47. Yogesh H. Baliram**

Age: 28 Year, Occ: Ward Boy  
R/at Kalyan (E) Thane

**48. Ravindara Dhanvale**

Age: 28 Year, Occ: Ward Boy

R/at Kalyan (W) Thane

**49. Abhishek Mhaske**

Age: Year, Occ: Ward Boy

**50. Kiran Gaikar**

Age: 23 Year, Occ: Ward Boy

R/at Kalyan (E) Thane

**51. Mangesh Magar**

Age: 27 Year, Occ: Ward Boy

At-Ghotsai, Post - Titwala,

Tal - Kalyan, Dist - Thane - 421605

**52. Chhaya Samadhan Ufade**

Age: 30 Year, Occ: Ward Boy

R/at Kdmc Qatar, Near Birla

College Road, Kalyan West

**53. Ganesh Dagadu Paradhi**

Age: 26 Year, Occ: Ward Boy

R/at Asangaon

**54. Ravindra Ramesh Shelar**

Age: 23 Year, Occ: Ward Boy

At.Titwala Tal. Kalyan Dist. Thane

**55. Dhanajay Prakash Chavan**

Age: 22 Year, Occ: Ward Boy

R/at Siddhesh Colony, Chawl.B,

Room.No.2 Mharalgaon Po. Varap, Kalyan

**56. Farooq Mohidin Shaikh**

Age: 26 Year, Occ: Ward Boy

R/at Titwala

**57. Ashish Arvind Dhale**

Age: 25 Year, Occ: Ward Boy

R/at Room No.76, Second Floor,

Police Constabulary Near Electric

House, Colaba, Mumbai 400001

**58. Kalpesh Patil**

Age: 25 Year, Occ: Ward Boy

R/at Dombivali (E)

**59. Amol Shashikant Waghmode**

Age: 24 Year, Occ: Ward Boy  
R/at Kalyan (E) Thane

**60. Shweta Ajay Jadhav**

Age: 21 Year, Occ: Ward Boy  
R/at Room No. 105 Royal Residency,  
Phase I Jay Malhar Nagar,  
Bapgaon Deveung 421302

**61. Ajay Khope**

Age: 22 Year; Occ: Ward Boy  
R/at Kalyan (E)Thane

**62. Jayesh Waghmode**

Age: 24 Year, Occ: Ward Boy  
R/at Kalyan (E)

**63. Kunal Subhash Pawar**

Age: 23 Year, Occ: Ward Boy  
At - Ghotsai, Post- Titwala,  
Tal-Kalyan, Dist-Thane

**64. Ankush Prakash Andhale**

Age: 32 Year, Occ: Ward Boy  
R/at Jatharpeth Gupthe Marg Akola

**65. Surekha Sagar Kadam**

Age: 34 Year, Occ: Ward Boy  
R/at Lower Parel, Mumbai

**66. Qayyum Ayyub Khan**

Age: 21 Year, Occ: Ward Boy  
R/at Shakur Seth Chawl Room No 1  
Govind Wadi Retibander Kalyan

**67. Jayesh Magar**

Age: 23 Year, Occ: Ward Boy  
At-Ghotsai Post-Titwala Tel-Kalyan Dist -Thane

**68. Akshay Brijlal Agrwal**

Age: 24 Year, Occ: Ward Boy  
R/at Sai Nirvana Shahad Murbad  
Road Near Balaji Lojing Kalyan West

**69. Mayur Bhaskar Pawar**

Age: 28 Year, Occ: Ward Boy  
R/at Vinayaka Colony Plot No 45  
Bhusawal Dist Jalgaon 425201

**70. Dinesh S. Jadhav**

Age: 38 Year, Occ: Ward Boy  
R/at 1/3 Mahamahind Society Near  
Maharashtra Nagar Adharwadi Kalyan West

**71. Raju Tulshiram Kadam**

Age: 46 Year, Occ: Ward Boy  
R/at Old Ambernath Gaon  
Durga Pada Near Akash Kirana Store, Ambernath

**72. Suresh Madhukar Sarwade**

Age: 40 Year, Occ: Ward Boy  
R/at Mmrda Complex Bldg  
No. K7 Room No 105 Kanjur Marg West

**73. Gudiya Harilal Gupta**

Age: 40 Year, Occ: Ward Boy  
R/at M/34 Neharu Nagar Uttan  
Road Radhabhai Chawl Bhyander West

**74. Vikas Ramla Shivade**

Age: 35 Year, Occ: Ward Boy  
R/at Vedant Millennia H Wing 402, Titwala E

**75. Sanjay L. Mhaskar**

Age: 35 Year, Occ: Ward Boy  
At-Mhohili, Post-Aghai, Tel-Shahapur,  
Dist-Thane, Maharashtra, 421301

**76. Dhanajay R. Bhangare**

Age: 25 Year, Occ: Ward Boy  
R/at Kalyan Thane

**77. Krushna Mathardev Avhad**

Age: 23 Year, Occ: Ward Boy  
R/at Ravikiran Sch Room 204 Near  
Mangal Ragho Tisgon Naka Kalayn (E)

**78. Sumedh Manakar**

Age: 25 Year, Occ: Ward Boy  
R/at Kalyan Thane

**79. Dnyaneshwar Jadhav**

Age: 29 Year, Occ: Ward Boy  
R/at Gokul Awas Society C Wing 102 Room No Nr  
Tv Tower Ambedkar Chowk Badlapur E

**80. Prashant Sudhakar Baviskar**

Age: 29 Year, Occ: Ward Boy  
R/at Mahavir Dham A Wing 302 Mohana Road  
B Ward KDMC Off Vadavali Kalyan West 421301

**81. Sagar Ashok Dhamale**

Age: 21 Year, Occ: Ward Boy  
R/at Kalyan East

**82. Nikhil Sawale**

Age: 25 Year, Occ: Ward Boy  
R/at Kalyan

**83. Santosh Sahadev Khedkar**

Age: 31 Year, Occ: Ward Boy  
R/at Dr.Ambedka Nagar.  
Chopra Court. Near Dr Bhatija  
Clinic Ulhasnagar.-3

**84. Ashish Siddhartha Kamble**

Age: 27 Year, Occ: Ward Boy  
R/at NRC Collany, Rs7243, Mohane, Ambivali

**85. Nitin Ukhald Kakade**

Age: 28 Year, Occ: Ward Boy  
R/at Kalyan

**86. Anand Bhimrao Sawale**

Age: 31 Year, Occ: Ward Boy  
R/at Krushna Garden Bldg, R. No. 3  
Behind Secret High School, Varap

Sahad, Kalyan, Thane

**87. Manisha Dyaneshwar Awchar**

Age: 26 Year, Occ: Ward Boy  
R/at Matruchaya Niwas Indira  
Nagar Opp-Shiv Mandir V. P Cross Road Dombivali

**88. Yogendra Ankush Patil**

Age: 39 Year, Occ: Ward Boy

At-Chave, Post-Mahapoli, Tel-Bhiwandi, Dist-Thane

**89. Deepak Chavan**

Age: 25 Year, Occ: Ward Boy

R/at Kalyan Thane

**90. Sameer Shaikh**

Age: 22 Year, Occ: Ward Boy

R/at Kalyan Thane

**91. Akshay Santosh Bhalerao**

Age: 25 Year, Occ: Ward Boy

R/at Durga Devi Pada Old

Ambernath Goan Ambernath (E)

**92. Pradip Arun Andhale**

Age: 26 Year, Occ: Ward Boy

At Jirewadi Post Koaradgaon

Tal Pathardi Dist-Ahmednagar

**93. Siddharth Zhatpate**

Age: 25 Year, Occ: Ward Boy

R/at Kalyan (E) Thane

...Petitioners

**Versus**

**1. Kalyan Dombivali Municipal Corporation,**

Through its Municipal Commissioner,

Having office at

Shankar Rao Chowk, Kalyan (W),

Dist. Thane.

**2. Municipal Commissioner,**

Having office at

Shankar Rao Chowk, Kalyan (W),

Dist. Thane

**3. Assistant Commissioner,**

General Administration Department,

Kalyan Dombivali Municipal Corporation,

Having office at

Shankar Rao Chowk, Kalyan (W),

Dist. Thane

**4. Chief Medical Officer,**

Kalyan Dombivali Municipal Corporation

Shankar Rao Chowk, Kalyan (W),

Dist. Thane

**5. State of Maharashtra,**  
 (Through its Principal Secretary,  
 Having office at  
 Mantralaya, Mumbai-400032).

**...Respondents**

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Mr. Kishor Patil a/w Ashwini B. Jadhav for Petitioners.  
 Mr. A. S. Rao for Respondent Nos. 1 to 4.  
 Mr. P. P. Kakade, AGP a/w A. R. Deolekar, AGP for Respondent-State.

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|-----------------------|--------------------------------------------------------|
| <b>CORAM:</b>         | <b>G. S. KULKARNI &amp;<br/>DR. NEELA GOKHALE, JJ.</b> |
| <b>RESERVED ON:</b>   | <b>22<sup>nd</sup> SEPTEMBER 2026</b>                  |
| <b>PRONOUNCED ON:</b> | <b>14<sup>th</sup> OCTOBER 2026</b>                    |

**JUDGMENT (Per Dr. Neela Gokhale, J.):**

1. Rule. Rule is made returnable forthwith. With the consent of the parties, the petitions are taken up for final disposal. Since both petitions involve identical questions of law, they are disposed of by this common Judgment and Order.

2. In Writ Petition No.5395 of 2022, the Petitioners seek to quash and set aside the order dated 19<sup>th</sup> April 2022 passed by the Respondent No.1 – the Kalyan Dombivli Municipal Corporation, whereby the Petitioners' services as Staff Nurses / Auxiliary Nurse Midwife (ANM) are terminated with effect from 30<sup>th</sup> April 2022. They also seek to quash and set aside the decision dated 22<sup>nd</sup> March 2022, taken by Respondent No. 1 – the Corporation, to outsource manpower for the Health Department, thereby substituting the Petitioners. They further seek a direction to the Respondent-Corporation to regularise their services. Alternatively, the Petitioners seek a direction to the Respondent-Corporation to restrain it from terminating their services till the regular posts are filled and to consider the Petitioners themselves for appointment to the said posts.

3. The Petitioners in Writ Petition No.8812 of 2022 also seek similar relief. However, the Petitioners therein seek to regularize their appointment as Ward boys.

4. The Petitioners claim to be working as Staff Nurse / ANM and ward boys in the Health Department of the Respondent No.1 – Corporation. Respondent Nos. 2 and 3 are the Municipal Commissioner and Assistant Commissioner; Respondent No. 4 is the Chief Medical Officer; and Respondent No. 5 is the State of Maharashtra.

5. The facts giving rise to the present petitions are that during the COVID-19 pandemic, the Respondent-Corporation faced a staff shortage in its Health Department due to emergencies arising in the hospital. To meet the large influx of patients' requirements, the Corporation decided to recruit staff for the duration of the emergency. The Corporation issued an advertisement for the posts of Staff Nurse/ANM and Ward boys. The Petitioners purported to meet the eligibility criteria, applied, and were called for a walk-in interview on 11<sup>th</sup> June 2020, 12<sup>th</sup> June 2020, 30<sup>th</sup> June 2020 and 1<sup>st</sup> July 2020. The Petitioners were selected for the respective posts by individual appointment orders, on a purely temporary and contractual basis, at a fixed monthly salary.

6. The Petitioners' services were continued from time to time, and fresh appointment letters were issued every three months on the same terms and conditions. In April 2022, the Petitioners learnt that the Corporation intended to discontinue their services. Through the KDMC Employees Union, namely, the

Sarva Shramik Sanghatna, the Petitioners filed a complaint bearing ULP No. 40 of 2022 in the Industrial Court at Thane, seeking a declaration that the Respondent-Corporation had engaged in unfair labour practices under the Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971. The Union also sought the absorption of the Petitioners into the Corporation on a permanent basis. By its order dated 21<sup>st</sup> February 2022, the Industrial Court restrained the Corporation from terminating the services of the Petitioners who had approached it. After hearing all parties concerned, the Industrial Tribunal, by its order dated 21<sup>st</sup> April 2022, vacated the interim order and dismissed the complaint.

7. The Respondent-Corporation, however, by its decision dated 22<sup>nd</sup> March 2022, decided to outsource the manpower required by its Health Department for a duration of three years or till recruitment of persons on the vacant posts, whichever is earlier. By order dated 19<sup>th</sup> April 2022, the Corporation decided to discontinue the services of the Petitioners and other staff w.e.f. 2<sup>nd</sup> February 2022 to 30<sup>th</sup> April 2022.

8. In the meantime, the Petitioners filed an application before the Tribunal seeking an extension of the ad-interim relief granted by it until 30<sup>th</sup> April 2022. The Tribunal extended the relief until 30<sup>th</sup> April 2022. Considering the Corporation's decision to discontinue their services, the Petitioners made a detailed representation to the CMO of the Corporation on 25<sup>th</sup> April 2022, requesting that their services be continued and that they be appointed to sanctioned posts.

However, their services were not regularised, leading them to file the present petition for the reliefs as prayed.

9. Pursuant to the notice issued by this Court, the Respondents were represented by counsel, and the petition was contested by filing an Affidavit-in-Reply. The Petitioners also filed a Rejoinder Affidavit.

10. Mr Kishor Patil, learned Counsel, appeared for the Petitioners in both the petitions, Mr. A.S. Rao, learned Counsel for the Respondent Nos.1 to 4 and Mr P.P. Kakde, learned AGP, a/w Mr A.R. Deolekar, AGP, represented the State.

11. Mr Patil submitted that the Petitioners' appointments were made in accordance with due process of law and, given their educational qualifications and eligibility, their services should be regularised. He also stated that the Petitioners have worked continuously in the Health Department and that the CMOs of various Corporation hospitals have recommended that their services be continued, as they were doing an excellent job. The Corporation hence ought to have considered that there are more than 150 vacant posts in the Health Department, which could accommodate the Petitioners. Mr Patil further submitted that the Corporation's decision to outsource manpower is contrary to a well-settled principle of law and that ad hoc employees cannot be replaced by another set of ad hoc employees. He thus prayed that the petitions be allowed and the Petitioners be granted the relief sought.

12. Mr A.S. Rao, learned counsel for the Corporation has taken us through the averments in the Reply Affidavit of the Assistant Commissioner. He submitted that

the petitions are misconceived and that the Petitioners, being inducted as contractual employees, they cannot challenge the Corporation's decision to outsource manpower on the ground that ad hoc employees cannot replace another set of ad hoc employees, such as the Petitioners. Mr Deolekar also took us through appointment letters showing that their appointments were purely contractual and for a fixed duration to meet the emergency requirement during the COVID-19 pandemic. The Petitioners cannot seek regularisation, nor can they assail the Corporation's policy decision to outsource manpower. He relied on the Supreme Court's decision in **Secretary, State of Karnataka v. Umadevi**<sup>1</sup>, as well as **Patel Savan Bharatbhai v. State of Gujarat**<sup>2</sup>. Mr Rao submitted that once the Petitioners were recruited purely and exclusively for COVID-related work and, since the exigency no longer exists, the Corporation is well within its rights to discontinue their services. He also submitted that the Corporation has decided to pay the Petitioners a consolidated honorarium. The Petitioners understood that their posts were purely contractual and for a limited period and had accepted the terms and conditions. They are thus estopped from assailing the Corporation's acts as complained of in the petition. Further, Mr Rao submitted that, since COVID-19 subsided, there are negligible patients, and the Health Department can work with the existing staff. Continuing the services of the Petitioners has created a huge financial burden on the Corporation, which is already facing a severe financial crunch.

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**1** (2006) 4 SCC 1

**2** 2021 SCC OnLine Guj 3297

13. It is next submitted on behalf of the Corporation that the new posts were sanctioned in the year 2021 itself. While sanctioning the established schedule, the State Government imposed conditions that establishment expenditure shall not go beyond 35% and that, for any excess appointments, the Government had refused to provide additional funds to the Corporation. Since the Corporation's expenditure exceeded 35%, it has taken a policy decision to outsource the additional staff required for the Health Department. In these circumstances, Mr Rao submitted that the Petitioners have no legal right to demand regularisation and cannot assail the Corporation's policy decision.

14. By its Order dated 29<sup>th</sup> April 2022, the co-ordinate Bench of this Court, while issuing notice to the Respondent, granted an ad-interim relief to the Petitioners in terms of prayer clause (g) of the Writ Petition No. 5395/2022 and Writ Petition No.8812/ 2022. Similar interim relief was also granted to the Petitioners in the companion Writ Petition. In terms of the ad-interim relief, the impugned Order terminating the services of the Petitioners as Staff Nurse/ANM and Ward boys was stayed during the pendency of the present writ petitions. The said Order dated 29<sup>th</sup> April 2022 reads as below:

“Learned Counsel for the Petitioners has invited our attention to the judgment of the Supreme Court in **Manish Gupta and another v/s. President, Jan Bhagidari Samiti and ors.**, 2022 SCC OnLine SC 485. Para 12 of the said judgment reads as follows:

“12. A perusal of the advertisement dated 24th June, 2016 issued by the Principal, Government Kamla Raja Girls Post Graduate Autonomous College, Gwalior, which is at Annexure P-2 of the Appeal Paper book and the advertisement dated 2nd July, 2016 issued by the Principal, SMS Government Model Science College, Gwalior, M.P., which is at Annexure P- 3 of the Appeal Paper

Book, would show that the appointments were to be made after the candidates had gone through due selection procedure. Though Shri Nataraj, learned ASG has strenuously urged that the appointments of the appellants were as guest lecturers and not as ad hoc employees, from the nature of the advertisements, it could clearly be seen that the appellants were appointed on ad hoc basis. It is a settled principle of law that an ad hoc employee cannot be replaced by another ad hoc employee and he can be replaced only by another candidate who is regularly appointed by following a regular procedure prescribed. Reliance in this respect can be placed on the judgment of this Court in the case of Rattan Lal v/s. State of Harayana, (1985) 4 SCC 43 and on the order of this Court in the case of Hargurpratap Singh v/s. State of Punjab, (2007) 13 SCC 292.”

2. Learned Counsel for the Petitioners submits that the Petitioners, who are appointed after due process of law initially for temporary period of 3 months on contractual basis and continued later, cannot be replaced by the Respondent-Corporation by another set of ad hoc employees.

3. Learned Counsel for the Respondent-Corporation submits that the Petitioners were only employed temporarily for the Covid pandemic period and the Respondent-Corporation has only outsourced manpower of the Health Department.

4. Considering the fact that the Petitioners are not being replaced by regular employees, we are inclined to grant ad-interim relief in terms of prayer clause (g) of the Petition. We accordingly direct that until the next date, there shall be ad-interim relief in terms of prayer clause (g), which reads as follows:

“(g) Pending the hearing and final disposal of the present Petition, this Hon’ble Court be pleased to stay execution, operation and implementation of the impugned Order dated 19-04-2022 of the Respondent No. 1, Kalyan Dombivali Municipal Corporation, terminating the services of the Petitioners as Staff Nurse/NM w.e.f. 30-04-2022.”

5. Let the Respondent-Corporation file Affidavit-in-Reply by 15 June 2022 with copy to the other side. Rejoinder, if any, before the next date.

6. Stand over to 27 June 2022.”

## REASONS

15. At the outset, it is necessary to carefully peruse the contents of the advertisement issued by the Respondent-Corporation. The advertisement states

that the posts will be filled on a temporary and contract basis, in view of the outbreak of the pandemic and the increased requirement of manpower to cater to the needs of the increasing number of patients requiring healthcare. In addition to the basic qualifications required, the eligibility criteria specified in the advertisement for Staff Nurse/ANM were G.N.M/B.Sc. Nursing. It also stated that, if the required number of staff nurses are not available, appointments will be made from ANM eligibility holders, not exceeding 216. For the appointment of Ward Boys, the eligibility criteria required were 10<sup>th</sup> pass with 2 years' experience as a Ward Boy in any hospital. The terms and conditions of the advertisement state that preference will be given to retired staff/officers/ward doctors and nurses who are competent and willing to work and do not have diabetes/high blood pressure, heart disease, etc. Furthermore, Clause (6) of the General Terms and Conditions of the advertisement specified that selected candidates would be appointed for COVID-19, and their appointment would be for the duration of COVID-19. The appointment was to terminate automatically once the pandemic ended. It was further specified that if the pandemic condition was reduced or the COVID-19 treatment room at the hospital closed, the appointment would stand automatically terminated. The employees recruited pursuant to the said advertisement will not be given one month's notice prior to termination. Clause (10) of the advertisement also stated that priority will be given to retired officers/staff in the hospital/institution started by the Respondent-Corporation to deal with the outbreak. Clause (14) specifically stated that candidates would not be able to make any claim regarding re-appointment or inclusion in the municipal service, or

service protection, through court or government. Thus, the recruitment was purely on a contractual basis and for the contingency of the pandemic and outbreak of COVID-19.

16. The temporary nature of the appointment is demonstrated in the advertisement itself. The Respondent-Corporation has clearly and unequivocally stated that the appointment shall automatically end upon the abatement of the pandemic. Furthermore, the eligibility criteria stated included an opening for retired personnel as well. Thus, on a plain reading of the advertisement, the Respondent-Corporation's intention to recruit employees to meet the requirement of an overload of patients needing health care on account of the pandemic was quite clear. The intent was only to tide over the contingency of COVID-19 affected patients. Thus, the singular intent of the appointments was temporary, to meet the peculiar contingency, and they were to terminate automatically. There is nothing in the advertisement to lead us to doubt the intent of the Corporation or to even remotely suggest avoiding filling up vacant regular posts.

17. The terms of the advertisement, which permitted retired personnel to apply, also suggest the extreme urgency under which the Corporation was functioning at the relevant period. The appointments were clearly for a particular project, i.e., to meet the healthcare requirements during the pandemic. Thus, since the appointment itself was a temporary engagement in connection with a project, the temporary service automatically ended with the end of the project. The

appointment was co-terminus with the project. Hence, we find no infirmity in the Respondent-Corporation's decision to terminate the Petitioners' services.

18. The Respondents' contention is further strengthened by a series of decisions of the Supreme Court on this legal aspect. In the case of *Mohd.Abdul Kadir and Another vs Director General of Police, Assam and others*<sup>3</sup>, the Supreme Court held as below: -

“13. The fact that the appellants were employed under the PIF Additional Scheme is not disputed. The duration of PIF Additional Scheme under which they are employed was initially two years, to be reviewed for continuation along with the original PIF Scheme. The said scheme is being extended from time to time and is being continued. If the temporary or ad-hoc engagement or appointment is in connection with a particular project or a specific scheme, the ad hoc or temporary service of the persons employed under the Project or Scheme would come to an end, on completion/closure/cessation of the Project or the Scheme.

14. The fact that the Scheme had been in operation for some decades or that the employee concerned has continued on ad hoc basis for one or two decades would not entitle the employee to seek permanency or regularization. Even if any posts are sanctioned with reference to the Scheme, such sanction is of ad hoc or temporary posts co-terminus with the scheme and not of permanent posts.

15. On completion of the project or discontinuance of the scheme, those who were engaged with reference to or in connection with such Project or Scheme cannot claim any right to continue in service, nor seek regularization in some other project or service. (See Bhagwan Dass v. State of Haryana - 1987 (4) SCC 634, Delhi Development Horticulture Employees Union v. Delhi Administration - 1992 (4) SCC 99, Hindustan Steel Works Construction Ltd., vs. Employees Union - 1995 (3) SCC 474, UP Land Development Corporation vs. Amar Singh - 2003 (5) SCC 388, Madhyamik Shiksha Parishad UP v. Anil Kumar Mishra - 2005 (5) SCC 122, Secretary, State of Karnataka v. Umadevi - 2006 (4) SCC 31, Indian Council of Medical Research vs. K. Rajyalakshmi - 2007 (2) SCC 332, and Lal Mohammed vs. Indian Railway Construction Co. Ltd. - 2007 (2) SCC 513). In view of this settled position, the appellants will not be entitled to regularization.

16. We may next consider the challenge to the procedure of annual termination and reappointment introduced by the circular dated 17.3.1995.

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**3** (2009) 6 SCC 611

The PIF Scheme and PIF Additional Scheme were introduced by Government of India. The scheme does not contemplate or require such periodical termination and re-appointment. Only ex-servicemen are eligible to be selected under the scheme and that too after undergoing regular selection process under the Scheme. They joined the scheme being under the impression that they will be continued as long as the PIF Additional Scheme was continued. The artificial annual breaks and reappointments were introduced by the state agency entrusted with the operation of the Scheme. This Court has always frowned upon artificial breaks in service.

17. When the ad-hoc appointment is under a scheme and is in accordance with the selection process prescribed by the scheme, there is no reason why those appointed under the scheme should not be continued as long as the scheme continues. Ad-hoc appointments under schemes are normally co-terminus with the scheme (subject of course to earlier termination either on medical or disciplinary grounds, or for unsatisfactory service or on attainment of normal age of retirement). Irrespective of the length of their ad hoc service or the scheme, they will not be entitled to regularization nor to the security of tenure and service benefits available to the regular employees. In this background, particularly in view of the continuing Scheme, the ex-serviceman employed after undergoing selection process, need not be subjected to the agony, anxiety, humiliation and vicissitudes of annual termination and re-engagement, merely because their appointment is termed as ad hoc appointments.

18. We are therefore of the view that the learned Single Judge was justified in observing that the process of termination and re-appointment every year should be avoided and the appellants should be continued as long as the Scheme continues, but purely on ad hoc and temporary basis, co-terminus with the scheme. The circular dated 17.3.1995 directing artificial breaks by annual terminations followed by fresh appointment, being contrary to the PIF Additional Scheme and contrary to the principles of service jurisprudence, is liable to be is quashed.”

19. Similarly, in the decision of a case decided by the Aurangabad Bench of this Court in the matter of *ATMA Employee's Welfare Association vs The Union of India*<sup>4</sup> the Court held that appointments made for a particular project can continue for as long as the project continues. However, once the project is complete or abandoned, the employer cannot be faulted for terminating the services of employees recruited specifically for that project. In this context, the court held that

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<sup>4</sup> Writ Petition No. 5060/2015 decided on 24<sup>th</sup> August 2016

the services of such employees will be co-terminus with that of the project. The relevant portion of the decision is as under: -

“14. The learned counsel for the petitioner cited the judgment in the case of **Md. Abdul Kadir and anr Vs. Director General Of Police, (2009) SCC-611**, wherein the Government of India formulated the Prevention of Infiltration of Foreigners Scheme (“PIF Scheme” for short) for Assam, for strengthening the Assam Government machinery for detention and deportation of foreigners in the year 1960. The scheme had been extended from time to time and was in force even when the above cited judgment was delivered. As per the said scheme, only exservicemen were to be appointed to the additional posts for contract period of one year. After the said period of one year, they were being given breaks and reappointed considering their performance. The artificial annual breaks and reappointments were introduced by the State Agency entrusted with the operation of the scheme by issuing circular dated 17th March, 1995. Being aggrieved by process of termination and reappointment introduced by the said circular and consequences thereof, appellants nos.1 and 2 therein, approached the Gauhati High Court. The learned Single Judge of the Gauhati High Court allowed the writ petition filed by them and held that the appellants should be continued as long as the scheme was continued by the Government of India. The said decision was set aside by Division Bench of the Gauhati High Court. The decision was challenged before the Hon'ble the Supreme Court, which came to be allowed partly with the following observations.

“This Court has always frowned upon artificial breaks in service. When the ad hoc appointment is under a scheme and is in accordance with the selection process prescribed by the scheme, there is no reason why those appointed under the scheme should not be continued as long as the scheme continues. Ad hoc appointments under schemes are normally coterminus with the scheme (subject of course to earlier termination either on medical or disciplinary grounds, or for unsatisfactory service or on attainment of normal age of retirement). Irrespective of the length of their ad hoc service or the scheme, they will not be entitled to regularization nor to the security of tenure and service benefits available to the regular employees. In this background, particularly in view of the continuing Scheme, the exserviceman employed after undergoing selection process, need not be subjected to the agony, anxiety, humiliation and vicissitudes of annual termination re engagement, merely because their appointment is termed as ad hoc appointments. We are therefore of the view that the learned Single Judge was justified in observing that the process of termination and reappointment every year should be avoided and the appellants should be continued as long as the Scheme continues, but purely on ad hoc and temporary basis, coterminus with the scheme. The

circular dated 17.3.1995 directing artificial breaks by annual terminations followed by fresh appointment, being contrary to the PIF Additional Scheme and contrary to the principles of service jurisprudence, is liable to be quashed.”

15. The learned counsel for the petitioner placed reliance on common judgment in the case of **Ajay s/o Ashokrao Ghatole and others Vs. The State of Maharashtra and others** (Writ Petition No.9539 of 2012 and the companion writ petitions), delivered by this Court on 12th March, 2014, wherein, the petitioners claimed to be appointed as Data Entry Operators on contract basis challenged the communication dated 9th November, 2012, issued by the Director of Education (Primary), directing of the Education Officer (Primary), Zilla Parishads in the State of Maharashtra to start the process of recruitment of Data Entry Operators on contract basis afresh. The said writ petition came to be allowed with the following observations.

“In the present case, the petitioners have undergone the selection process undertaken by the State Government as per its policy. There is no objection to the recruitment process that has been undergone by the present petitioners. The petitioners are not claiming permanent status based upon their temporary employment or absorption or regularisation. What is claimed by the petitioners is that they should be continued in employment till the scheme in question is continued or till there is a change in the requirement of the qualification under the scheme by the Central Government. The case of the petitioners is squarely covered by the judgment of Apex Court in the case of the Mohd. Abdul Kadir (cited supra).”

16. The controversy involved in the present case is rather similar to that of the case of **Ajay s/o Ashokrao Ghatole and others Vs. The State of Maharashtra and others**, (supra). In view of the above cited judgments, we are of the considered opinion that the cosmetic change in the Guidelines of 2010 and 2014 pertaining to recruitment of the staff of the scheme just by substituting the word “should” for the word “may” cannot be attached with any importance. There is no rational or justification in discontinuing the services of the members of the petitioners, who are trained and experienced hands, and allowing the respondents to fill up the said posts on contract basis only from the fresh candidates through service providers. As stated by the petitioner itself, its members are not claiming regularisation of their services or seeking the benefits of permanency. The members of the petitioner certainly are entitled to expect reasonably continuation of their services until termination of the above referred scheme or until attaining the age of superannuation, whichever occurs earlier. In view of the judgment in case of **Md. Abdul Kadir and anr Vs. Director General Of Police**, (supra), the members of the petitioner would not be entitled for regularisation of their services and their services would be coterminus with the abovementioned scheme. In the result, we allow the writ petition with the following order.

### ORDER

- (i) The impugned communication dated 9th April, 2015, to the extent of Clause 2 issued by respondent no.2 directing appointment on contract basis through outsourcing, is hereby quashed and set aside.
- (ii) The respondents shall continue the services of the members of the petitioner until continuation of the scheme sponsored by Respondent no.1 Union of India or until they attain the age of superannuation, whichever occurs earlier, subject of course to earlier termination either on medical or disciplinary grounds or for unsatisfactory performance.
- (iii) Rule is made absolute in the above terms.
- (iv) The Writ Petition is accordingly disposed of.
- (v) The parties shall bear their own costs.”

20. The Supreme Court, in its decision in the case of *Madan Singh vs State of Haryana*<sup>5</sup> referred to its earlier decision in the matter of *State of Karnataka vs M.L Kesari*<sup>6</sup> wherein the exceptions to the general principle against ‘regularisation’ enunciated in the case of *Umadevi* (supra) were reiterated. In *Umadevi* (supra), a Constitution bench of the Supreme Court held that appointments made without following the due process or the rules relating to appointment did not confer any right on the appointees and courts cannot direct their absorption, regularization or re-engagement nor make their service permanent, and the High Court in exercise of jurisdiction under Article 226 of the Constitution of India should not ordinarily issue directions for absorption, regularization or permanent continuance unless the recruitment had been done in a regular manner, in terms of the constitutional scheme, and that 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, nor lend themselves to be instruments to facilitate the by passing

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<sup>5</sup> 2026 INSC 379

<sup>6</sup> (2010) 9 SCC 247

of the constitutional and statutory mandates. The Supreme Court further held that a temporary, contractual, casual, or daily-wage employee does not have a legal right to be made permanent unless he was appointed in terms of the relevant rules or in adherence to Articles 14 and 16 of the Constitution. The exceptions in the above position, as reiterated in *M.L Kesari* (supra) and *Madan Singh* (supra) read as below:

“5. It is evident from the above that there is an exception to the general principles against 'regularization' enunciated in *Umadevi*, if the following conditions are fulfilled :

(i) The employee concerned should have worked for 10 years or more in duly sanctioned post without the benefit or protection of the interim order of any court or tribunal. In other words, the State Government or its instrumentality should have employed the employee and continued him in service voluntarily and continuously for more than ten years.

(ii) The appointment of such employee should not be illegal, even if irregular. Where the appointments are not made or continued against sanctioned posts or where the persons appointed do not possess the prescribed minimum qualifications, the appointments will be considered to be illegal. But where the person employed possessed the prescribed qualifications and was working against sanctioned posts, but had been selected without undergoing the process of open competitive selection, such appointments are considered to be irregular.

(iii) *Umadevi* casts a duty upon the concerned Government or instrumentality, to take steps to regularize the services of those irregularly appointed employees who had served for more than ten years without the benefit or protection of any interim orders of courts or tribunals, as a one-time measure. *Umadevi*, directed that such one-time measure must be set in motion within six months from the date of its decision (rendered on 10.4.2006).”

21. Hence, it is quite clear that the appointments of the Petitioners in the present case, being purely of a contractual and temporary nature, made only for the purpose of a particular project, namely, meeting the contingency of the COVID-19 situation, are liable to be terminated in terms of the advertisement itself.

Recruitment cannot be said to be regular, since even retired personnel were permitted to apply. Candidates averse to seeking temporary employment for the contingency period would not have applied; hence, the level playing field cannot be said to be regular. Considering the factual and the settled legal position, we have no hesitation in holding that there is no infirmity in the decision of the Respondent-Corporation to terminate the services of the Petitioners.

22. The Petitioners have relied on a series of decisions of this court and the Supreme Court of India including its decision in the matter of *Manish Gupta v. President, Jan Bhagidari Samiti & Ors.*<sup>7</sup>. The said decision relates to the appointment of appellants therein as guest lecturers and not 'ad-hoc' employees. The Supreme Court affirmed the continuation of the employees' services therein, finding that the appointments were made pursuant to a due selection procedure. There was no question of the advertisement in that case specifically providing temporary recruitment based on a contingency of a particular cause, namely, the pandemic in the present case. The other cases cited by the Petitioners are distinct from the issues involved in the present matter and are distinguishable on the facts of the said cases. Hence, the Petitioners' reliance on the said decisions does not assist them.

23. Another limb of the Petitioners' argument is that they have continued in service pursuant to the ad-interim relief granted by this Court on 29<sup>th</sup> April 2022. The Petitioners thus claim equity on the basis of the said interim order. The settled legal position in this regard is that an interim order is always subject to the outcome

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<sup>7</sup> (2022) 15 SCC 540

of the final adjudication. If the petitioner is unsuccessful in the final decision, the interim order will stand set aside. Hence, appointment or its continuance by an interim order does not create any right, nor does the petitioner get any right to regularisation on that basis. The Supreme Court in the case of *State of H.P v. Nodha Ram & Ors.*<sup>8</sup> where the facts revealed that the respondent-employees were engaged on daily wages on a Muster Roll basis in the Central Scheme and their services were dispensed with on closure of the scheme, it was held that when the project is completed and closed due to non-availability of funds, the employees have to go along with its closure. No vested right is created in the employees in temporary employment. Directions cannot be given to regularise their services in the absence of any existing vacancies, nor can directions be given to regularise their service.

24. Considering the facts and circumstances and the settled legal position as discussed hereinabove, we are of the clear opinion that there is no infirmity in the act of the Respondent-Corporation in issuing the Impugned Order dated 19<sup>th</sup> April 2022 terminating the service of the Petitioners in Writ Petition No. 5395 of 2022 as staff nurse/ANM and in Writ Petition No. 8812 of 2022 as Ward boys. Consequently, the prayer for regularisation of their services does not survive. The Respondent-Corporation is also well within its rights to formulate a policy to outsource employees or any other such policy in the interest of the Corporation.

25. Thus, in view of the aforesaid discussion, the petitions are dismissed. The ad-interim orders dated 29<sup>th</sup> April 2022 stand vacated in both the petitions.

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<sup>8</sup> 1998 SCC (L&S) 478

26. Rule is accordingly discharged. No costs.

27. In view of the disposal of the Writ Petitions, Interim Applications, if any, also stand disposed of.

28. After the order was pronounced, Ms. Jadhav, learned Counsel appearing for the Petitioners, sought continuation of the ad-interim order dated 29<sup>th</sup> April 2022. Considering the larger public interest and the findings recorded in the present Judgment and Order, the prayer is rejected.

(DR. NEELA GOKHALE, J.)

(G. S. KULKARNI, J.)