

# Raval Pankeshbhai Manilal vs State Of Gujarat on 12 June, 2025

**Author: Vaibhavi D. Nanavati**

**Bench: Vaibhavi D. Nanavati**

C/SCA/13821/2015

JUDGMENT DATED: 1

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

R/SPECIAL CIVIL APPLICATION NO. 13821 of 2015  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 13821 of 2015  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 13821 of 2015  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2023  
In  
R/SPECIAL CIVIL APPLICATION NO. 13821 of 2015  
With  
CIVIL APPLICATION (FOR VACATING STAY) NO. 1 of 2025  
In  
R/SPECIAL CIVIL APPLICATION NO. 13821 of 2015  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 2 of 2024  
In  
R/SPECIAL CIVIL APPLICATION NO. 13821 of 2015  
With  
R/SPECIAL CIVIL APPLICATION NO. 1714 of 2020  
With  
R/SPECIAL CIVIL APPLICATION NO. 1800 of 2020  
With  
CIVIL APPLICATION (FOR INTERIM RELIEF) NO. 1 of 2024  
In  
R/SPECIAL CIVIL APPLICATION NO. 1800 of 2020  
With  
R/SPECIAL CIVIL APPLICATION NO. 2413 of 2019

With  
R/SPECIAL CIVIL APPLICATION NO. 1051 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 1051 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 1051 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 2 of 2021  
In

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C/SCA/13821/2015

JUDGMENT DATED: 12

R/SPECIAL CIVIL APPLICATION NO. 1051 of 2018  
With  
R/SPECIAL CIVIL APPLICATION NO. 1435 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2020  
In  
R/SPECIAL CIVIL APPLICATION NO. 1435 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 1435 of 2018  
With  
R/SPECIAL CIVIL APPLICATION NO. 4275 of 2019  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 4275 of 2019  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 4275 of 2019  
With

CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 2 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 4275 of 2019  
With  
R/SPECIAL CIVIL APPLICATION NO. 4917 of 2019  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 4917 of 2019  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 4917 of 2019  
With  
R/SPECIAL CIVIL APPLICATION NO. 4139 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 4139 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2020  
In  
R/SPECIAL CIVIL APPLICATION NO. 4139 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021

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JUDGMENT DATED: 12

In  
R/SPECIAL CIVIL APPLICATION NO. 4139 of 2018  
With  
CIVIL APPLICATION (FOR JOINING PARTY) NO. 1 of 2023  
In  
R/SPECIAL CIVIL APPLICATION NO. 4139 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 2 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 4139 of 2018

With  
R/SPECIAL CIVIL APPLICATION NO. 7924 of 2023  
With  
R/SPECIAL CIVIL APPLICATION NO. 4376 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 4376 of 2018  
With  
R/SPECIAL CIVIL APPLICATION NO. 4574 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 4574 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 4574 of 2018  
With  
R/SPECIAL CIVIL APPLICATION NO. 5923 of 2019  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 5923 of 2019  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 5923 of 2019  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 2 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 5923 of 2019  
With  
R/SPECIAL CIVIL APPLICATION NO. 5443 of 2018  
With  
R/SPECIAL CIVIL APPLICATION NO. 6133 of 2018  
With

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JUDGMENT DATED: 12

CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 6133 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 6133 of 2018  
With  
R/SPECIAL CIVIL APPLICATION NO. 8326 of 2022  
With  
CIVIL APPLICATION (FOR DIRECTION) NO. 1 of 2023  
In  
R/SPECIAL CIVIL APPLICATION NO. 8326 of 2022  
With  
R/SPECIAL CIVIL APPLICATION NO. 8989 of 2019  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 8989 of 2019  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 2 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 8989 of 2019  
With  
R/SPECIAL CIVIL APPLICATION NO. 11528 of 2019  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 11528 of 2019  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 11528 of 2019  
With  
CIVIL APPLICATION (FOR CLARIFICATION) NO. 1 of 2022  
In  
R/SPECIAL CIVIL APPLICATION NO. 11528 of 2019  
With  
R/SPECIAL CIVIL APPLICATION NO. 11858 of 2019  
With  
R/SPECIAL CIVIL APPLICATION NO. 11855 of 2019  
With  
R/SPECIAL CIVIL APPLICATION NO. 14334 of 2022  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2023  
In  
R/SPECIAL CIVIL APPLICATION NO. 14334 of 2022

C/SCA/13821/2015

JUDGMENT DATED: 12

With  
R/SPECIAL CIVIL APPLICATION NO. 12397 of 2019  
With  
CIVIL APPLICATION (FOR STAY) NO. 1 of 2024  
In  
R/SPECIAL CIVIL APPLICATION NO. 12397 of 2019  
With  
CIVIL APPLICATION (FOR INTERIM RELIEF) NO. 2 of 2024  
In  
R/SPECIAL CIVIL APPLICATION NO. 12397 of 2019  
With  
R/SPECIAL CIVIL APPLICATION NO. 14927 of 2015  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 14927 of 2015  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 14927 of 2015  
With  
R/SPECIAL CIVIL APPLICATION NO. 16363 of 2015  
With  
CIVIL APPLICATION (FOR INTERIM RELIEF) NO. 1 of 2020  
In  
R/SPECIAL CIVIL APPLICATION NO. 16363 of 2015  
With  
R/SPECIAL CIVIL APPLICATION NO. 5995 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 5995 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 5995 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 2 of 2021  
In

R/SPECIAL CIVIL APPLICATION NO. 5995 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 3 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 5995 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 4 of 2021  
In

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JUDGMENT DATED: 12

R/SPECIAL CIVIL APPLICATION NO. 5995 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 6043 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 6043 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 2 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 6043 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 7493 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 7493 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 7493 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 7532 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 7532 of 2017

With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 7532 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 7599 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 7599 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 8937 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 8937 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 8937 of 2017

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C/SCA/13821/2015

JUDGMENT DATED: 12

With  
R/SPECIAL CIVIL APPLICATION NO. 12705 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 12705 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 12705 of 2018  
With  
R/SPECIAL CIVIL APPLICATION NO. 11519 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In



R/SPECIAL CIVIL APPLICATION NO. 11519 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 11519 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 11650 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 11650 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 11650 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 2 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 11650 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 12568 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 12568 of 2017  
With  
CIVIL APPLICATION (FOR DIRECTION) NO. 1 of 2023  
In  
R/SPECIAL CIVIL APPLICATION NO. 12568 of 2017  
With  
CIVIL APPLICATION (DIRECTION) NO. 1 of 2024  
In

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C/SCA/13821/2015

JUDGMENT DATED: 12

R/SPECIAL CIVIL APPLICATION NO. 12568 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 2 of 2021

In  
R/SPECIAL CIVIL APPLICATION NO. 12568 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 12928 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 12928 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 13126 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2020  
In  
R/SPECIAL CIVIL APPLICATION NO. 13126 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 13126 of 2017  
With  
CIVIL APPLICATION (FOR VACATING STAY) NO. 1 of 2025  
In  
R/SPECIAL CIVIL APPLICATION NO. 13126 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 13398 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 13398 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 16136 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 16136 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 16136 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 18176 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 18176 of 2017

C/SCA/13821/2015

JUDGMENT DATED: 12

With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 18176 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 2 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 18176 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 3 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 18176 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 4 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 18176 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 14244 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In  
R/SPECIAL CIVIL APPLICATION NO. 14244 of 2018  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 14244 of 2018  
With  
R/SPECIAL CIVIL APPLICATION NO. 19872 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 19872 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 20690 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2020  
In  
R/SPECIAL CIVIL APPLICATION NO. 20690 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 20690 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 22414 of 2017

With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2019  
In

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C/SCA/13821/2015

JUDGMENT DA

R/SPECIAL CIVIL APPLICATION NO. 22414 of 2017  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 22414 of 2017  
With  
R/SPECIAL CIVIL APPLICATION NO. 15151 of 2019  
With  
CIVIL APPLICATION (FOR STAY) NO. 1 of 2024  
In  
R/SPECIAL CIVIL APPLICATION NO. 15151 of 2019  
With  
R/SPECIAL CIVIL APPLICATION NO. 16738 of 2019  
With  
R/SPECIAL CIVIL APPLICATION NO. 18641 of 2019  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 18641 of 2019  
With  
R/SPECIAL CIVIL APPLICATION NO. 1064 of 2020  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 1064 of 2020  
With  
R/SPECIAL CIVIL APPLICATION NO. 1063 of 2020  
With  
CIVIL APPLICATION (FOR VACATING INTERIM RELIEF) NO. 1 of 2021  
In  
R/SPECIAL CIVIL APPLICATION NO. 1063 of 2020

FOR APPROVAL AND SIGNATURE:

HONOURABLE MS. JUSTICE VAIBHAVI D. NANAVATI

Approved for Reporting

Yes

RAVAL PANKESHBHAI MANILAL & ORS.

Versus

STATE OF GUJARAT & ORS.

Appearance:

MR Y N OZA, SENIOR ADVOCATE with MR HJ DHOLAKIA(5862) for the

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C/SCA/13821/2015

JUDGMENT DATED

Petitioner(s) No.

1,10,100,101,102,103,104,105,106,107,108,109,11,110,111,112,113,  
,116,117,118,119,12,120,121,122,123,124,125,126,127,128,129,13,1  
132,133,134,135,136,137,138,139,14,140,141,142,143,144,145,146,1  
149,15,150,151,152,153,154,155,156,157,158,159,16,160,161,162,16  
65,166,167,168,169,17,170,171,172,173,174,175,176,177,178,179,18  
1,182,183,184,185,186,187,188,189,19,190,191,192,193,194,195,196  
8,199,2,20,200,201,202,203,204,205,206,207,208,209,21,210,211,21  
14,215,216,217,218,219,22,220,221,222,223,224,225,226,227,228,22  
0,231,232,233,234,235,236,237,238,239,24,240,241,242,243,244,245  
7,248,249,25,250,251,252,253,254,255,256,257,258,259,26,260,261,  
,264,265,266,267,268,269,27,270,271,272,273,274,275,276,277,278,  
280,281,282,283,284,285,286,287,288,289,29,290,291,292,293,294,2  
297,298,299,3,30,300,301,302,303,304,305,306,307,308,309,31,310,  
,313,314,315,316,317,318,319,32,320,321,322,323,324,325,326,33,3  
37,38,39,4,40,41,42,43,44,45,46,47,48,49,5,50,51,52,53,54,55,56,  
60,61,62,63,64,65,66,67,68,69,7,70,71,72,73,74,75,76,77,78,79,8,  
3,84,85,86,87,88,89,9,90,91,92,93,94,95,96,97,98,99  
MS MANISHA LAVKUMAR, ADDITIONAL ADVOCATE GENERAL with MR  
JAY TRIVEDI, AGP for the Respondent(s) No. 1,2

MS SEJAL K MANDAVIA(436) for the Respondent(s) No. 3  
MR AS ASTHAWANI for the Petitioner in SCA No.1435 of 2018  
MR PM LAKHANI for the Petitioner in SCA No.8937 and 16136 of 2017  
=====

CORAM:HONOURABLE MS. JUSTICE VAIBHAVI D. NANAVATI

Date : 12/06/2025

ORAL JUDGMENT

1. Heard Mr. Y. N. Oza, the learned Senior Counsel assisted by Mr. H. J. Dholakia, the learned advocate appearing for the petitioners, Ms. Manisha Lavkumar, the learned Additional Advocate General assisted by Mr. Jay Trivedi, the learned AGP appearing for the respondent No.1 - State and Ms. Sejal Mandavia, the learned advocate appearing for the respondent No.3.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined

2. Since the issue involved in all the captioned petitions is identical, are heard analogously and are being disposed of by this common order. The Special Civil Application No.5995 of 2017 is treated as the lead matter and the decision in the said petition shall govern captioned petitions.

Mr. A. S. Asthawadi, the learned advocate appearing for the petitioners in the Special Civil Application No.1435 of 2018 adopts the submissions advanced by Mr. Oza, the learned Senior Counsel.

Mr. P. M. Lakhani, the learned advocate appearing for the petitioners in the Special Civil Applications No.8937 and 16136 of 2017 adopts the submissions advanced by Mr. Oza, the learned Senior Counsel.

3. The petitioners herein are appointed on 11 months contract basis upon following regular process of selection prescribed under the Human Resources Manual, challenge the action of the respondent authority, who rather than treating NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined their service as a regular one from the date of their appointment, the services of the petitioners may come to an end on the ground of their completion of their respective contract though to most of the petitioners are working since long with the respondents. The petitioners apprehend that in near future the respondent is going to publish and implement its new Human Resource Manual and due to which most of the petitioners' service will come to an end as respondent is in process to reduce the number of employees. The petitioners apprehend danger of losing their services on the above mentioned grounds.

4. The aforesaid has led to the filing of the present petitions invoking Article 226 of the Constitution of India. The petitioners' herein have prayed for the following reliefs :-

"(A) Your Lordships may be pleased to admit and allow this petition.

(B) Your Lordships may be pleased to issue a writ of NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined Mandamus by holding that the selection of the petitioners to their respective posts was a regular selection, after following the regular process of selection and that they are entitled for regular pay scale from the date of their appointment and that their services cannot be terminated in any manner contrary to one by which services of a permanent employee can be terminated and further be pleased to regularize the service of the petitioners from the date of their appointment and further be pleased to give all consequential benefits, monitory and non-monitory inclusive of the full back wages. (C) Pending admission, hearing and final disposal of this petition, Your Lordships may be pleased to direct the respondent not to terminate the service of the present petitioners by maintaining the status quo and further be pleased to grant the regular pay scale.

(D) Such other and further reliefs as may be deemed just and expedient may be granted."

5. The brief facts leading to the filing of the present petitions read thus :-

5.1 It is the case of the petitioners that the respondent being Gujarat State Watershed Management Agency ( for short NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined 'GSWMA') is the nodule agency for the implementation of Integrated Watershed Management Program (for short 'IWMP') in the State and its mandate includes planning for development of all the watersheds of the State either directly or indirectly. 5.2 The respondent is registered under the Societies Registration Act 1860. The GSWMA is working at State level whereas District Watershed Development Unit (for short 'DWDU') is working at district level. The organizational structure and various posts have been described in its Human Resource Manual. The respondent notified the recruitment process by way of different methods in its Human R resources Manual which is duly produced at Annexure-A (pages 30 to

77) wherein different methods of recruitment have been prescribed.

5.3 In the instant recruitment, the process envisaged Method- 2 was applied. From among different methods, the Method-2 is most competitive and transparent. The said Method-2 i.e. open NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined advertisement followed by proficiency test, the same figures at page-44. Para 3.4.2 to 3.7 in the Human Resource Manual duly produced at Annexure-A. 5.4 The aforesaid is a regular method and in the mode of recruitment of employees there is no need to put the candidates on contract basis instead of treating their service as a regular one.

Submissions on behalf of the petitioners :-

6. Mr. Y. N. Oza, the learned Senior Counsel appearing for the petitioners placing reliance on the aforesaid facts submitted as under :-

6.1 It was submitted that the entire Scheme of Watershed i.e. IWMP is not a temporary project, but a permanent and ongoing project. It is a project started by the State Government brought into existence the respondent authority so as to discharge its huge obligation towards the society and for NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined development of small villages across the State. 6.2 It was submitted that the project is ongoing project running throughout the State of Gujarat. It has been brought as a benevolent scheme which would touch large number of downtrodden and unprivileged people, more particularly farmers and villagers. By this scheme, the State wants to touch for the benefit and upliftment of all its citizens in every nook and corner of the State.

6.3 To substantiate the aforesaid submissions Mr. Oza, the learned Senior Counsel relied on the 'Vision and Mission of GSWMA' page-78 (Annexure-B). Placing reliance on the aforesaid, it is submitted that the same would exhibit that a huge task has been undertaken and it is not a short term or a long term task that the State has undertaken through Watersheds, but it is a permanent task that the State has undertaken and instead of one department of government looking after it so as to disturb its regular work, an agency NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined has been created which will be as a limb of government undertake the implementation of "Integrated Watershed Management Program. The concept is not new. 6.4 It was submitted that the respondent State form Gujarat State Lively Promotion Company Limited (for short 'GLPC'), which is also having a similar Scheme by way of Government Resolution which is duly produced at Annexure-C pages-80 to

89. By way of Government Resolution dated 16.11.2010 it is submitted that the present scheme i.e. GSWMA is similar to the said Scheme. Similarly, the respondent State has created Gujarat Water Supply and Sewerage Board and Gujarat Water Resource Development Corporation Limited so as to relieve the department of Government from undertaking that task and that task was given a Scheme of 'Sujalam Sufalam' which is carried out by Gujarat Water Resources Development Corporation Limited.

6.5 It was submitted that the respondent authority is having NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined its own values and principles such as eco-friendliness such centrality of people, democratic decision making, importance of community-based institution, equity, gender sensitivity, science and technology for common man sustainability. It is submitted that because of these constant values and principles, the respondent has been awarded twice by the Central Government for its excellence in public administration. 6.6 Reliance is placed on the newspaper advertisement which is duly produced at Annexure-D



pages-90 to 93 as prescribed in the Human Resources Manual and so also as the procedure which was followed as explained by the petitioners, as referred above. It is submitted that in accordance with the advertisement all the petitioners applied for various posts according to their qualifications. The petitioners appeared in the examinations. The petitioners cleared the entire recruitment process which includes written examination, group discussion, and personal interview, as according to the requirement of their respective posts.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined 6.7 It was further submitted that after passing of all the three examinations those candidates who cleared the same were offered appointment letters by way of contract for a period of 11 months of their respective posts. A copy of such letters or contract is duly produced at page-94 to page-112 dated 25.2.2010 (Annexure-E). It was submitted that selected candidates were time and again given various training according to their posts, such as accounts and record keeping training, micro-entrepreneurship development training, training of trainers, information education and communication training, basic training force, micro-entrepreneurship and self-help group training, etc. 6.8 It was submitted that all the petitioners were given the above-mentioned training at regular interval of six months for which respondents have spent crore of rupees. It was submitted that recently also some employees are taking training from various institutions like Sardar Patel Institute of Public NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined Administration (SPIPA) at Ahmedabad, Development Supports Centre, Bopal Vasad Training Centre, etc. It was submitted that out of total sanctioned grant, respondents are utilizing 4% grant only to give above training to all the employees including the petitioners.

6.9 It was submitted that actual job of the petitioners herein is towards agricultural works such as to build check-dam, provides spray-pump to farmers, to do drip elevation irrigation work, to save the water, to bring the underground water level up, to raise the income level at rural level etc. The petitioners also have to see that the benefit of various schemes reaches the needy people living in rural area and the petitioners are also helping them in any other day-to-day activities, which can help in betterment who are coming from poor strata of the society, more particularly from remote areas of the State. The petitioners' real role is to become a bridge between the government and people like farmers and villagers who are residing in rural areas.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined 6.10 It was submitted that the petitioners are working at various villages at different districts, but doing the same work and performing their duties with utmost sincerity, honesty and up to the satisfaction of their superiors. 6.11 It was submitted that the petitioners herein are working for more than last 15 years. The State Government had initially launched a Scheme called "Pre Hariyali Yojna" and then renamed it as "Hariyali Yojna" and from the year 2009- 2010 the Scheme were renamed as Watershed Project. It is submitted that it is pertinent to note that the nature of work will remain the same and in fact the employees are also the same. Reliance is placed on the contract of the petitioner No.47 to substantiate the aforesaid submission which is duly produced at Annexure-F pages 113 to 175.

6.12 It is submitted that at the end of 11 months the contract of the petitioners came to be renewed by another contract.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined Placing reliance on the aforesaid submissions, it is submitted that the petitioners herein are apprehending that in light of the fact that the respondents are introducing new HR Manual, their contracts may not be renewed as per the new rules covered under the new Human Resources Manual is absolutely illegal and arbitrary. The contracts of the petitioners would come to a end on different dates.

6.13 It is submitted that in light of such situation the contracts of the petitioners herein may not be renewed in future. It is submitted that the petitioners herein are working for more than 5 to 6 years with the present respondents and have taken various training, the petitioners are facing danger that the respondent may terminate the service of the petitioners on the ground of non-availability of grant which has otherwise been sanctioned or at the completion of their contracts on respective dates. It is submitted that some of the petitioners were even working with the authorities before the enactment of the present scheme, but the similar scheme with NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined different names, such as drought prone area program, desert development program, and hariyali scheme under Watershed Development Program. Various details of tenure of the petitioners' service is relied upon which is duly produced at Annexure-G pages 176 to 177.

6.14 It is submitted that the petitioners are apprehending that after their terminations, the respondents will come out with a new advertisement for another contractual appointment on the same post may be granted with less amount of salary which will be against the catena of decisions rendered by the High Court and Hon'ble Supreme Court that contractual employees cannot be replaced by contractual employees. 6.15 It is submitted that if the petitioners are terminated from service, then most of the petitioners will be age barred and may not get suitable job elsewhere as their average age is 35 to 45 years placing reliance upon the cause title. It is submitted that the Watershed Project is an ongoing project i.e. NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined when the work is completed in one village the same would be continued in another village, therefore only the place varies not the project. It is submitted that there are no allegations against the petitioners of any mal-practice or deficiency and therefore, there is no requirement to discontinue their services. 6.16 It is submitted that though the yearly grant has already been sanctioned by the respondent for the ongoing projects in various districts for which all the petitioners are working for more than five years, the respondent is not releasing the grant which has already been sanctioned, resultantly the services of the petitioners may be terminated upon completion of their respective contracts. If the respondent is sanctioning the grant and renewing the contracts of the petitioners every year, then at that point of time they should not have continued the contract of the petitioners and should not have sanctioned the grant which was never available to them.

6.17 It is submitted that the respondent authority is also not NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined giving the benefit of Central Provident-fund PF, Employees Insurance Scheme and Health Insurance Scheme though the same is

specifically mentioned in the Human Resources Manual. It is submitted that the respondent has spent crores of rupees to train such petitioners at the cost of State exchequer. It is in the benefit of the respondent State to continue and regularize the services of the present petitioners. 6.18 Placing reliance on the aforesaid submissions, it is submitted that present petitions be allowed. To substantiate the aforesaid submissions, Mr. Oza, the learned Senior Counsel relied on following decisions :-

(a) Special Civil Application No.10928 of 2014 judgment dated 29.9.2014.

(b) AIR (39) 1952 SC 16

(c) In the case of Randhir Singh Versus Union Of India,  
reported in AIR 1982 SC 879

(d) 1986 (1) SCC 637

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(e) 1986 (1) SCC 639

(f) In the case of State Of Punjab Versus Jagjit Singh,  
reported in (2017) 1 SCC 148

(g) LPA No.1225 of 2019 judgment dated 24.7.2020

(h) LPA No.189 of 2018

(I) In the case of Somesh Thapliyal Versus Vice Chancellor

H.N.B.Garhwal University, reported in AIR 2021 SC 4158

(j) 2024 SCC Online 3826

(k) Civil Appeal No.18510 of 2017, reported in 2017 ONSC

(l) In the case of Ajay Hasia Versus Khauid Mujib Sehravardi, reported in AIR 1981 SC 487

(m) SLP No.5752-53 of 2008

(n) 2025 INSC 144

(o) SCA No.10852 of 2003 and allied matters, date of judgment 17.9.2014 (para-29) was taken in LPA No.1361 of 2014, date of judgment 7.8.2024 which was taken in SLP (Civil) No.18372-18382 of 2024.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined  
Submissions on behalf of the respondent No.1 - State:-

7. Ms. Manisha Lavkumar, the learned Additional Advocate General appearing on behalf of the respondent No.1 - State submitted that the Central Government through the New Common Guideline, 2008 for Watershed Development Program, established for dedicated institutions for the purpose of implementation of Integrated Watershed Management Program (for short 'IWMP') and the project burden expenditure is born by the Central and State Government in the ratio 60 : 40. The said ratio is to be utilised in the ratio of 90 : 10 for implementation and administration of the program, meaning thereby only 10% of the grant is to be utilised for the purpose of administration and the rest is to be utilised for the implementation of scheme, originally floated by the Central Government. Reliance is placed on Annexure-I page-192 wherein by virtue of Government Resolution dated 12.7.2007 issued by the Panchayat Rural Housing and Rural Development Department, Government of Gujarat vide Resolution No.GVK/GSWMA/01/07/SFS-42/KH.2 a policy decision was NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined taken for setting-up the Gujarat State Watershed Agency. 7.1 It was submitted that by the aforesaid resolution, it was decided to create an "autonomous body" under the provisions of the Societies Registration Act,1860 and Bombay Public Trust Act 1950 which can involve skilled professionals to carry out some key tasks directly. It is submitted that the said Government Resolution provides that the governing body will appoint District Watershed Management Cell project implementation agencies and proposed Ministry of Rural Development, Government of India, New Delhi. The State Government may reconsider and reconstitute the total strength of governing body at any time, if so required. 7.2 It is submitted that by the said resolution upto four members shall be appointed by the State Government out of distinguished persons, representatives of leading non- government agencies, working in the field of water supply, sanitation, environment, health, engineering, science and NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined technology and management with the experience and exposure in social sector management. Representatives of local bodies, PRIs including reputed community-based organizations, experts and administrative, financial or general management of similar nature as may be decided by the State Government from time to time, may also be nominated. Moreover, governing body shall appoint District Watershed Management Cell, project implementation

agencies and watershed management team as per the common guidelines for the watershed management proposed by the Ministry of Rural Development Government of India, New Delhi. The State Government may reconsider and reconstitute total strength of governing body at any time, if so required.

7.3 For the registration of the Gujarat State Watershed Management Agency, Conservative Forest, Commissionerate of Rural Development will take necessary further action. For implementation of budgetary provision, procedure of Finance Department will be followed. The GSWMA is an agency with a NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined vision' is reproduced as under :-

"to enhance the quality of life of rural populace through sustainable, equitable and participatory natural resource management. She relied on para-7 of the affidavit to explain 'vision, mission and values of GSWMA".

It is submitted that the mission of the GSWMA is as under :-

"We work towards creating sustainable rural livelihood in Gujarat through scientific and integrated watershed development approach. We manage local natural resources like land, water and vegetation with active participation of the people and their institutions in a way that enhances employment and income opportunities for all, and the assets-less in particular. We focus both on preservation of our natural environment and socio- economic development of people."

7.4 Reliance is placed on Paragraphs 7 to 11 of the affidavit-in-reply wherein vision mission and values, the NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined budgeting and finance, establishment and implementation, execution of project work and the nature of work, terms and mode of recruitment of the employees appointed under the GSWMA is duly explained. Placing reliance on the aforesaid, it is submitted that the subject specific person are engaged purely on contractual basis as per the requirement of the workload or projects. The projects are for limited time and limited purpose and temporary in nature.

7.5 It is submitted that the total number of personnel and discipline-wise personnel keeps on changing as per the actual work and the number of projects are also variable.

It is submitted that the petitioners are appointed purely on contractual basis for a period of 11 months only. After 11 months, their tenure automatically comes to an end as per the agreement. Thereafter fresh appointment is made and as per suitability of the candidates and as per the requirement of workload or projects available which is one methodology of NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined contractual appointment out of the other methodology of the Human Resource Manual of the GSWMA. It is submitted that as per the advertisement during the recruitment it was clearly indicated that the filling up of the vacancies are purely on 11 months contractual basis. Reliance is placed on the said advertisement which is produced at Annexure-C page-201. 7.6 Placing reliance on the aforesaid, it is submitted that there is

a specific reference in the advertisement where a condition is incorporated that the appointment is for a contractual period of 11 months and will come to an end after the said period is over. Further the projects continue only for finite period depending upon the phase of the project.

It is submitted that the Government of India has not sanctioned any new projects in the last three years. Reliance is placed on Annexure-4 page-203, wherein the respondents have produced the year-wise table of the sanctioned projects and the scheduled therein. Placing reliance on the aforesaid NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined schedule it is submitted that no new projects are sanctioned from the year 2015-16 to the year 2017-18. 7.7 It is submitted that sanctioning of project is dependent on various factors and the times the projects are also dropped. The posts on which the petitioners are appointed are not sanctioned or approved, but totally run on ad hoc basis, the program is temporary, as per the structure of the project cost/ budget which is defined and limited in nature. 7.8 Placing reliance on the aforesaid submissions, it is submitted that it cannot be claimed by the petitioners that the project is a regular one and due to above reasons, assurance of grant is also not guaranteed. Upon completion of 11 months the term of the employees automatically comes to an end in accordance with the agreement and hence at any point during the period of 11 months of the petitioners if the petitioner intends to leave the organization for better opportunity during the contract tenure, he or she is free to leave with notice of NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined one month. In view of the aforesaid, the petitioners are aware of the basic fact and claiming for permanency is totally arbitrary and violative of the contractual terms. 7.9 It is submitted that many of the employees have left their service and have joined government and semi-government department upon clearing examinations on permanent basis. Placing reliance on the chart which is duly produced at Annexure-5 (page-204), it is submitted that sum total of personnel joined between 2009 to 2018 was 3592. There is a high astringent rate to the tune of 50.92% wherein 1829 personnel resigned. It is submitted that to overcome one's inability, permanency cannot be claimed as a matter of right from the date of joining as all are aware about the terms and conditions of the employment.

7.10 It is submitted that as per the HR Manual of GSWMA persons are engaged by different methods like open interview campus selection or recruitment from institutes, direct NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined invitation to individuals having required experience and background and by renewal of existing persons based on performance basis. Contractual appointment by way of performance based renewal is one of them. The aforesaid however, does not in any way indicate that such persons are recruited for regular government services and in the near future would be absorbed in regular services. 7.11 It is submitted that the petitioners herein are not regulated by Article 309 of the Constitution of India and cannot be said to be governed by the Gujarat Civil Services (Discipline and Appeals) Rules 1971 and the prayers sought for are completely vague. It is submitted that the petitioners are employees of the agency and not the State Government. The petitioners are not governed by the Gujarat Civil Services (Discipline and Appeals) Rules, but are governed by the terms and conditions of the Human Resource Manual. It is submitted that the engagement of petitioners is as employees of GSWMA and not civil servants of the State Government.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined 7.12 It is submitter that there are no such posts as DDO Administrative, MDT Livelihood, MDT MIS, WDT Livelihood WDT MIS. It is submitted that the respondent State is currently implementing the watershed projects across the State however, the posts held by the petitioners are neither sanctioned nor approved, but totally run on ad hoc basis as per the requirement of the project. The GSWMA is governed by the Human Resources Manual approved by the governing body of the GSWMA and not the resolution of the State. 7.13 It is submitted that the method of appointment has been given preference to accommodate the persons already working and found suitable on the basis of performance appraisal as per availability and requirement of the projects. This appointment is purely contractual for 11 months and the petitioners have accepted the terms and conditions of the appointment. Claiming permanency by the petitioners is totally arbitrary in nature and against the terms and conditions of NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined contractual appointment. Further if the petitioners are entitled for any benefits as claimed by them covered under the service contract and their service conditions, they should have represented for such benefits as available for contractual staff to the competent authority. It is submitted that the petitioners herein are governed by Clause No.3.1, 3.2, 3.3-3, 3.3-4, 3.3-11, 3.4, 3.5.2, 3.7.1. 4.1, 4.2.1, 5.10 and 6.1 of the Human Resource Manual.

7.14 It is submitted that at this point of time there are 257 projects of various batch No. 3, 4 and 5 which are simultaneously operational and therefore, there is an independent establishment of all these three batches that means accommodating anyone from one batch to another also would ultimately, if not on vacancies, increase the burden. It is not the case that new recruitments have been carried out in case of old. It is simultaneously running phase-wise work, which compels that various areas are taken care of by various individuals.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined 7.15 It is submitted that the last batch of contractual recruitment was carried out in 2014, therefore also the whole nature is merely contractual and it is well understood by all those who have been working and have approached this Court. 7.16 Reliance is placed on the communication dated 30.3.2017 which is duly produced by way of Annexure-6 (page-206) wherein all the Project Directors have been informed that the closure is to be effected for Batch-I latest by 30.4.2017. The said communication also clarifies that the establishment is purely project based and such establishment in its totality has to be wound up once the requirement is over. 7.17 Reliance is placed on the communication dated 11.04.2017 issued by the Government of India duly produced at Annexure-7 at page-207, the said communication is made to all Chairman, State Level Nodal Agencies (SDNL) that the projects are to be implemented on strict quality as well as time NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined bound schedule of 07 years and where such implementation is not effected the assistance would be taken away and where the Detailed Project Reports have not been prepared, the same are to be kept in abeyance or low priority. Placing reliance on the aforesaid, it is submitted that clearly the project is not only temporary in nature but also the same is on a priority basis, where the priority may shift either ways. 7.18 Placing reliance on the aforesaid submissions, it is submitted that considering the project, its implementation, executions, service structure and budgeting, the prayers as prayed for in the present petition are contrary to the object of the project and therefore the present petitions are required to be dismissed

in limine.

7.19 Ms. Shah, the learned Additional Advocate General submitted upon instructions that there are approximately 59 petitioners appointed by the respondent No.2 in the year 2010 onwards. The tenure of the appointment expired in 2017.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined 7.20 By order dated 22.3.2017, by way of interim relief, status-quo is granted and by virtue of the said interim order the petitioners are continuing in service. Out of 59 petitioners, 35 are in service, 22 have resigned, one during the pendency of petition has expired and one has superannuated. All the petitioners were appointed for fixed term of 11 months in accordance with their appointment order. It is submitted that no details are produced on record regarding any of the 59 petitioners, neither placed on record nor pleaded. No details are provided as to the position at which such petitioners are employed. No details as to their emolument received or receivable is stated in the petition. Not a single pay receipt of consolidated pay received is placed on record. The petitioners being devoid of any particulars or details to establish their engagement in the GSWMA the petitions are required to be dismissed on the aforesaid preliminary ground alone. 7.21 It is submitted that the petitioners have relied on the NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined order passed in the SCA No.7289 to 7309 of 2016 for the purpose of granting status-quo. The said petitions are withdrawn by orders stated 25.2.2019 and 19.3.2019 respectively. It is submitted that, status-quo was granted upon the petitioners apprehending to be terminated. The petitioners have continued by virtue of status-quo and it is not the case that the petitioners have worked over a decade without intervention of the Court. The petitioners were engaged by the agency for a fixed period and on expiry of their period there would be automatic secession of their service in order to seek indulgence of the Court, the petitioners presented a case as if they are sought to be terminated without due process of law. 7.22 It is reiterated that the GSWMA is registered under the Societies Registration Act and Bombay Public Trust Act for a particular purpose and for a limited period and therefore the work undertaken by the petitioners is not perennial in nature. The recruitment of the petitioners is governed by the standing orders and methodology of engagement as approved by the NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined Board.

7.23 The position referred to in the manual and eligibility criteria as prescribed in the manual reveals that even retired persons, possessing experience and eligibility, were permitted to apply. The academic qualifications and experience prescribed for each post are extremely high and technical. This is not a case where people due to unequal bargaining power and economic compulsions have accepted their appointments, while being aware of the term of engagement as stipulated under the HR Manual, advertisement and appointment order, after conclusion of the said term, the petitioners are seeking permanency. It is submitted that the petitioners have not challenged the terms of contract nor the Human Resource Manual.

7.24 Reliance is placed on the ratio laid down by the Hon'ble Apex Court in the case of Secretary, State of Karnataka and Ors. vs. Umadevi & Ors., reported in 2006 (4) NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined SSC 1, wherein the Hon'ble Apex



Court held that there is a material distinction between regularization and permanency. It is submitted that it is nobody's case that the petitioners are irregularly appointed, however, they are engaged on a fixed term of 11 months as per the terms of appointment and in view thereof the court ordinarily exercising powers under Article 226 of the Constitution of India would not direct the agency to continue the scheme.

7.25 It is submitted that the petitioners have not raised a single plea in the entire petition with regard to equal pay for equal work. It is submitted that in catena of decisions the Hon'ble Apex Court has laid down the ratio that while raising a claim for equal pay for equal work the following are required to be considered a. Method of recruitment.

- b. Level at which recruitment is made.
- c. Hierarchy of service in a given cadre.
- d. Minimum educational and technical qualification.

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- e. Avenues of Promotion.
- f. The nature of duties and responsibilities.
- g. Satisfaction level.

7.26 Placing reliance on the aforesaid it is submitted

the petitioners have failed to point out as to how the consolidated pay of the petitioner is lesser than the similarly situated employees having similar nature of work and responsibility. There is no pleading with regard to any engagement on civil post under the State Government. Reliance is placed on the ratio laid down in 2023 SCC Online SC 173. It is submitted that the petitioners are in fact seeking that the entire establishment be considered as a set up on permanent basis, akin to civil

posts of the State Government and with a pay scale at par with the government employees. 7.27 It is submitted that the judgments relied upon by the petitioners are such where the petitioners have worked for more than 10 years without intervention of the Court whereas NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined in the facts of the present case, the petitioners have worked only for 07 years and are continuing by interim order passed by the Court in the captioned petitions. The burden of proof lies on the petitioners as to how and in what manner any of the constitutional or legal right of the petitioners is abridged by any action or inaction on part of this foreign authorities. The petitioners herein having failed to prove the same, the present petitions are required to be dismissed in limine. 7.28 Ms. Shah, the learned AAG submitted that the GSWMA is registered under the provisions of the Societies Registration Act, 1960 and Bombay Public Trust Act, 1950, is not a State within the meaning of Article 21 of the Constitution of India and in view thereof the present petitions would not be maintainable.

To substantiate the aforesaid contention Ms. Shah, the learned AAG relied on the CAV Judgment rendered by the Hon'ble Division Bench in LPA No.1366 of 2024 vide judgment dated 4.4.2024.

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8. Ms. Shah, the learned AAG relied on the following judgments :-

(a) In the case of State of Gujarat and Ors., vs. R. J. Pathan and Ors., reported in (2022) 5 SCC 394 (paras 1 to 10 and 13)

(b) In the case State of H. P. through the Secretary Agriculture to the Govt. of H. P. Shimla vs. Nodha Ram and Ors., reported in 1998 SCC (L & S) 478 (paras 3 to 5)

(c) In the case of Secretary, State of Karnataka and Ors., vs. Umadevi and Ors., reported in (2006) 4 SCC 1 (paras 4, 7, 11, 15, 19 36, 43 and 44)

(d) In the case of State of W.B. & Ors., vs. Monirujjman Mullick & Ors., reported in (1996) 10 SCC 56

(e) In the case of Union of India & Ors., vs. A. S. Pillai, reported in (2010) 13 SCC 448

(f) In the case of State of Rajasthan & Ors., vs. Daya Lal & Ors., reported in (2011) 2 SCC 429

(g) In the case of Secretary to Government School Department, Education Chennai, Govindaswamy & Ors., Vs. NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined Govindaswamy & Ors., reported in (2014) 4 SCC 769 (para 7 and 8)

(h) In the case of Union of India & Ors., vs. Ilmo Devi & Anr., reported in (2021) SCC OnLine SC 899

(i) In the case of Orissa University of Agriculture & Technology and Anr., vs. Manoj K. Mohanty, reported in (2003) 5 SCC 188 (para-10)

(j) In the case of State of Maharashtra & Ors., vs. Anita and Anr., reported in (2016) 8 SCC 293 (paras 11 to 16)

(k) Letters Patent Appeal No.1366 of 2023 in the case of Himanshu Dineshchandra Parekh vs. Institute For Plasma Research & Ors.,

(l) Letters Patent Appeal No.378 of 2025 in the case of Suresh Manilal Patel & Ors., vs. State of Gujarat & Ors.,

(m) Special Leave to Appeal (C) No.9757-9771 of 2025 in the case of Suresh Manilal Patel & Ors., vs. State of Gujarat & Ors.

9. Mr. Oza, the learned Senior Counsel in rejoinder NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined reiterated the contentions raised earlier and submitted that the Watershed Scheme is not a temporary scheme. It is a permanent and ongoing scheme. It is a scheme brought into existence by the State Government to discharge its huge obligation towards the society. Placing reliance on the Government Resolution dated 12.7.2007 it is submitted that the said resolution does not state that the scheme is temporary and for a limited period and therefore, the contention of the respondent No.2 in the affidavit-in-reply is such that the same be negated.

9.1 It is reiterated that initially the said scheme was known as Pri Hariyali Yojna and then it became Hariyali Yojna. It was renamed again as Watershed Scheme in the year 2006-07 and presently the said Scheme is operated under the title of Pradhan Mantri Krishi Sichai Yojna, Watershed Component. It is submitted that notably it is also admitted by the respondent in their affidavit-in-reply that now the name of the scheme is changed, however the nature of work remains the same.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined Therefore, the employees remain the same, however the employees are denied permanency and are required to work under the scheme.

9.2 It is reiterated that the petitioners are working on contractual basis and on deputation which is also untrue as the petitioners are appointed upon following regular process of selection prescribed in the Human Resource Manual and therefore, the services of the petitioners are required to be regularized.

9.3 It is submitted that since the contractual system has been challenged by the petitioners as well as alike employees working under various departments of the State Government, new system has been introduced to break the direct relations between the employees and the State Government, employees are being recruited through outsourcing agencies. It is submitted that looking into the

current scenario and activities of the respondent, the petitioners are apprehending that their NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined contracts may not be renewed and some of the petitioners may be forced to continue with their services to the respondents, but not by direct contract with the respondents, but through private agencies.

9.4 It is submitted that the aforesaid practice of employment through outsourcing is deprecated by the Court from time to time. Mr. Oza, the learned Senior Counsel relied on 2024 SCC Online (Guj.) 2350 and Civil Appeal No.2525-2516 of 2017 and Civil Appeal No.2517 of 2013 in case of Rajesh Kumar and Ors. vs. State of Bihar and submitted that the High Court is entitled to mould the reliefs, if so found fit. Reliance is placed on SCA No.10852 of 2003 and allied matters paras 29 and 30 and SLP (C) No.18732-18382 of 2024 wherein the learned single judge allowed the petition i.e. SCA No.10852 of 2003 and allied matters, the said order was subject matter of appeal by filing LPA, wherein the LPA was dismissed. The order passed in LPA is stayed by interim order passed in the aforesaid SLP.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined 9.5 Placing reliance on the aforesaid submissions, it is submitted that the prayers as prayed for in the present petitions are such that the same be allowed and that this Court may appropriately mould the reliefs, if so deemed fit.

10. Mr. A. S. Asthawadi, the learned advocate appearing for the petitioners in the Special Civil Application No.1435 of 2018 adopts the submissions advanced by Mr. Oza, the learned Senior Counsel and relied on the decision reported in 2016 Law Suit (Guj.) 47 and Special Civil Application No.21017 of 2017 judgment dated 23.4.2025.

Analysis :-

11. The respondent No.2 i.e. Gujarat State Watershed Management Agency is an agency registered under the Societies Registration Act 1860 and the Bombay Public Trust Act, 1950 working under the Rural Development Department since 2007.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined The said Agency is an autonomous body constituted on 20.7.2007 by way of a Resolution issued by the Panchayat, Rural Housing and Rural Development Department dated 12.7.2007. The said programme is now known as "Pradhanmantri Krishi Shichai Yojna - Watershed Component"

(for short PMKSY). The said Resolution dated 12.7.2007 is duly produced at Annexure-I page-192. The aforesaid resolution provides that the respondent No.2 shall have in general aims and objectives, as mentioned in the Memorandum of Association which is drafted in consultation with Panchayat, Rural Housing and Rural Development Department. The governing body comprises of four members appointed by the State Government out of distinguished persons, representatives of leading non-government agencies working in the field of water supply, sanitation, environmental, health, engineering, science, and technology and management with

experience and exposure in social sector management. The representatives of the local bodies, PRIs including reputed community based organizations, experts in administrative, financial or general NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined management of similar nature as may be decided by the State Government from time to time may also be nominated. Moreover, the governing body would appoint District Watershed Management Cell, Project Implementation Agencies and proposed by Ministry of Rural Development, Government of India, New Delhi. It further provides that the State Government may reconsider and reconstitute the total strength of governing body at any time, if so required.

Vision: -

"To enhance the quality of life of the rural populace through sustainable, equitable and participatory Natural Resource Manual."

Mission:-

"We work towards creating sustainable rural livelihood in Gujarat through scientific and integrated watershed development approach. We manage local natural resources like land, water and vegetation with active participation of the NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined people and their institutions in a way that enhances employment and income opportunities for all, and the assets- less in particular. We focus both on preservation of our natural environment and socio-economic development of people."

11.1 The Central Government introduced New Common Guidelines, 2008 for Watershed Development Programme established for dedicated institutions for the purpose of implementation of Integrated Watershed Management Programme (for short IWMP). The project burden expenditure is borne by the Central and the State Government in the ratio of 60 : 40. The ratio is to be utilised in the ratio of 90 : 10 for implementation and administration of the programme i.e. only 10% of the grant is to be utilised for the purpose of administration and rest is to be utilised for implementation of Scheme originally floated by the Central Government. The aforesaid includes Central Level Nodal Agency -CLMA i.e. National Rainfed Area Authority - NRAA, State Level Nodal Agencies - SLNAs below it in all States in Gujarat, it is Gujarat NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined State Watershed Management Agency - GSWM below it is District Watershed Development Units - DWDUs at the District Level; project implementing Agencies - PIAs at the project level and Watershed Committees - WCs at village level. Establishment And Implementation:

The said project is being implemented by way of various teams at State Level, District Level and Project Level and the same is implemented in a phase-wise manner, both in terms of implementation in a time frame and covering highlighted areas. The 1st phase takes care of the preparation, 2nd Watershed Works and 3rd Consolidation

and Withdrawal. Therefore, the phases are self explanatory with reference to the implementation of the programme and it is clear that the scheme is to be finally withdrawn once the purpose is fulfilled and that the scheme has a time frame, phase-wise implementation and hence, it cannot be said to be any permanent establishment, neither the services are required on a permanent basis, especially when local participation has been NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined emphasized and the sustainability is purely in hands of Gram Panchayats and other local authorities and villagers. The same is clearly highlighted in the guidelines issued by the Government of India. Whenever a project is being implemented, the same is always with a specific view and conscious decision that the same is not on permanent basis. It is worth noting that there is a scientific evaluation on the basis of which the project is implemented in particular area and there is a priority list on the basis of which the project is being implemented. The most prioritized area may be implemented with the scheme and thereafter, a conscious decision to discontinue can also be taken. In view thereof, also the project is not permanent in nature or else the same would not have been identified under the scheme or project at all. Further, after 2015 no new project has been implemented and only the existing projects which are in operation and most of them are near withdrawal stage and in few cases already withdrawn in view of directions by the Government of India.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined A huge number of projects of Batch-I of the year 2009-10 have already been closed and another bulk of projects of Batch-II of year 2010-11 have been closed on 31 st March, 2018. Therefore, any regularization will not be in the interest of project as there is no provision for the same. Therefore, accommodating the person on regular basis is not possible and it will lead huge financial burden on remaining project and funds are limited in nature. This will in turn affect the public related works of the project and defeat the objective of the project and policy of the government this will be against the interest of the public at large for which project is meant. Further, if the petitioners are entitled for any benefits as claimed by them, covered under the service contract and their service conditions, they should have represented for such benefits as available for the contractual staff to the competent authority.

The below mentioned Execution of Project Work and Nature of Work, Terms and Mode of Recruitment are NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined reproduced herein in terms of paragraphs 11 and 12 (page-176) of the affidavit-in-reply filed by the respondent No.2 on record :-

Execution of Project Work :-

The execution of the project work is by way of tendering and it is only the identification of that work has to be done and how it is to be done is being carried out

by the employees of the establishment i.e. the role of the petitioners in actual implementation and execution of the project is very limited and it is more in the nature of survey, evaluation of area, repairing EPR and assisting the Village Watershed Committee VWC in execution of technical support, guidance, monitoring and supervision of ongoing works. The execution is done by Village Watershed Committees itself or by way of tendering of independent agency by VWC depending on the nature and financial limit of the work. The Village Watershed Committee are constituted by the Gram Sabha from amongst its members as per the government of India Guidelines. The Watershed Committee also constitutes user groups in Watershed NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined Area. These user groups will be responsible for operation and maintenance of all the assets created under the project in close collaboration of gram-panchayat and gram-sabha. The copy of office order is duly produced dated 21.10.2015 is duly produced at page-196 Annexure-II.

#### Nature of Work, Terms and Mode of Recruitment :-

It is submitted that the subject specific persons are engaged purely on "Contractual" basis, as per requirement of work load/ Projects. Projects are for limited time and limited purpose and temporary in nature. The total number of personnel & discipline wise number of personnel keeps on changing as per the actual workload and number of projects also are variable. The petitioners have been appointed purely on contractual basis for a period of 11 months only. After 11 months their tenure automatically comes to an end as per the agreement. Thereafter, fresh appointment is made and as per suitability of the candidates and as per requirement of workload/projects available which is one methodology of NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined `contractual appointment out of other methodology of Human Resource Manual, GSWMA. It is submitted that as per the advertisement during the recruitment it was clearly indicated that the following vacancies are purely on 11 months contractual basis. The copy of the Advertisement for recruitment is annexed herewith and marked as Annexure-III. 11.2 The subject specific persons are engaged purely on contractual basis as per the requirement of the projects. The projects are for limited time and limited purpose and temporary in nature. The total number of personal and discipline wise number of personal keeps on changing as per the actual workload and number of projects are also variable.

12. Before arriving at final conclusion, dealing with the contention raised by Ms. Shah, the learned AAG with regard to maintainability of the petitions on the ground that GWSMA is not a State within the meaning of Article 12 of the Constitution of India. In the opinion of this Court, the NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined aforesaid contention is raised at a belated stage and the petitions are pending since more than six years. The contention raised in the present petitions, in the opinion of this Court, are such that the same

cannot be brushed aside on the ground of maintainability. Such contention appears neither to have been taken at the preliminary stage of hearing nor in the reply filed by the respondent authorities. Though it is a question of law, the same has to be reduced in writing to facilitate the other side to answer the same and in view thereof this Court is inclined to decide the present petitions on its own merits.

13. In the facts of the present case, the petitioners are appointed purely on contractual basis for a period of 11 months only. The petitioners are governed by the terms of contract for a period of 11 months only. Upon completion of 11 months, the tenure of the petitioners automatically comes to an end in terms of the agreement.

This court has perused the appointment orders placed on NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined record by the petitioners herein which are duly produced at Annexure-E (Colly.) page 94 appointment orders and agreement entered into by the petitioners and the Project Director.

The office order produced on record dated 25.2.2010 (page-94) duly produced by the petitioner No.1 at Annexure-E provides for conditions germane for adjudication of dispute in question. This Court has perused the office orders (collectively ) dated 18.3.2011 (page-97), 17.2.2012 (page-100), 10.12.2011 (page-102), 01.11.2013 (page-104), 03.12.2014 (page-106), 05.10.2015 (page-109), 09.11.2016 (page-111) and 06.05.2011 (page-113) with respect to WDT for 11 months. 13.4A The petitioners herein at Annexure-F have placed on record 'the work order dated 6.5.2011 which pertains to contractual appointment of the petitioner No.47'. On perusal of the same, it is for a period of 11 months on contractual basis. The said petitioner resigned on 26.4.2011. The resignation is duly produced at page-115.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined 13.4B This Court has also perused the Agreement of Contract produced at page-127 entered into between the Project Director, DWD and petitioner No.54 - Parmar Sonal Natverlal.

14. It further emerges that huge number of projects of batch-I of the year 2009-10 have already been closed and another batch of projects of the year 2010-11 have been closed on 31.3.2018. In view thereof the question of regularization of project does not arise.

14.1 The scheme would finally be withdrawn once the purpose is fulfilled and that the scheme has a time frame, phase-wise implementation and hence, it cannot be said to be of any permanent establishment. The services are not required on permanent basis, especially when local participation has been emphasized and sustainability is purely in the hands of gram-panchayat and other local authorities and villages. There is a scientific evaluation on the basis of which the project is implemented in particular area and there is a priority list on the basis of which the project is implemented. The most prioritized area may be implemented with the scheme and thereafter, a conscious decision to discontinue can also be taken. Therefore, also the project is not permanent in nature or else the same would not have been identified under the scheme or project at all.



After 2015, no new project has been sanctioned by the Central Government and implemented and only the existing projects which are in operation and most of them are near withdrawal stage and in few cases already withdrawn in view of directions issued by the Government of India.

The petitioners are entitled to the benefits under the service contract and their service conditions. It is always open for the petitioners to represent before the competent authority to avail the benefits as available under the scheme.

This court has perused the year-wise details duly NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined produced at Annexure-IV at page-203 which substantiate the aforesaid :-

Sr. No.	Year	No. of Projects
1	Batch-I (2009-10)	151
2	Batch-II (2010-11)	141
3	Batch-III (2011-12)	138
4	Batch-IV (2012-13)	59
5	Batch-V (2013-14)	60
6	Batch-VI (2014-15)	61
7	(2015-16)	Nil
8	(2016-17)	Nil
9	(2017-18)	Nil

In the facts of the present case, the petitioners herein are governed by the HR Manual of the GSWMA which is duly produced at page-30 which was approved in the eight governing body meeting of GSWMA by Agenda No.8/7 on 19.5.2011. The petitioners herein are governed by the service and recruitment conditions of the Human Resource Manual. The posts are sanctioned by the agency and not the State Government.

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15. It is apposite to refer to relevant clauses of the HR Manual (pages 37 to 39) which read thus :-

Chapter-2: General Rules 2.1. Short Title and commencement 2.1.1 These rules shall be called the GSWMA (Service) Rules, 2011 and shall be applicable to all employees. 2.1.2 These rules shall supersede all the previous rules, if any, and shall come into force with effect from 1st July, 2011. 2.2 Definitions In these rules, unless the context otherwise requires :

2.2.1 "Appointing Authority", in relation to any employee, means the Member Secretary & Chief Executive Officer (CEO) of GSWMA or his nominee or Committee, for the time being, competent to make appointment to the post held by the employee, or to the grade applicable to the said employee. 2.2.2 "Chairperson" means

Chairperson of the Governing Body of the GSWMA, Gandhinagar.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined 2.2.3 "Organisation" means Gujarat State Watershed Management Agency (GSWMA), Gandhinagar and includes its field units.

2.2.4 "Executive Committee means the Executive Committee set up by the Governing Body of the GSWMA, Gandhinagar from time to time.

2.2.5 "Competent Authority" in relation to any employee means the Member Secretary and CEO of GSWMA or any authority to which the CEO has delegated the powers in relation to the employee.

2.2.6 "Sanctioning Authority" in relation to any decision, means the CEO of GSWMA or any authority to which the CEO has delegated the powers in relation to the employee. 2.2.7 "Personnel Committee" means a Committee consisting of the CEO, an internal expert member from within GSWMA and one or two External experts responsible for making decisions in relation to recruitment, selection and appointment of personnel, performance appraisals, reviews, promotions and increments, performance management, training and NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined development, conducting disciplinary proceedings, etc. 2.2.8 "Controlling Authority" means the person having administrative / functional control over the employee. 2.2.9 "Chief Executive Officer" or "CEO" means the Member Secretary & Chief Executive Officer of the GSWMA, Gandhinagar.

2.2.10 "Disciplinary Authority" means the Appointing Authority or any authority higher than it, appointed for or charged with the authority / responsibility imposing penalty on an employee who has been found to have been indulged in an act of misconduct.

2.2.11 "Duty" means the period spent in the service of GSWMA including periods of "casual leave" and "seek leave". 2.2.12 "Employee" means, unless otherwise specified, a member of the staff who is either on deputation from other organisation, person appointed on contract with all inclusive salary if the terms of contract so provides, and a person employed as Advisor, Consultant, or otherwise but does not include a work charged or a daily rated person.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined 2.2.13 "Family" means and includes an employee's spouse and children (including step children / legally adopted children) dependent upon him/her. In the case of travelling allowance rules, family will include in addition to those already specified, dependent parents, dependent minor brother / sister, dependent widowed / divorced daughter and dependent widowed / divorced sister, if such a person / persons is / are wholly dependent on and permanently residing with the employee. 2.2.14 GSWMA means "Gujarat State Watershed Management Agency, Gandhinagar" and it includes its field units in Gujarat. 2.2.15 "Month" means a month reckoned according to the British calendar.

2.2.16 "Pay" shall mean pay and allowances as specified in the appointment letter of the employee.

2.2.17 "House Rent" includes the monthly rent and tax paid by the employee but excludes taxes / charges for consumption of water, gas, electricity / power and other expenses spent for facilities inside the house.

2.2.18 "Rules" means and includes these rules known as NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined 'GSWMA (Service) Rules, 2011' all modifications thereof and all substitutions thereof, and in case of any such substitution, the reference in these rules to the provisions of the then existing rules shall be read as referring to the provisions substituted there-for.

2.2.19 "Service" means the period during which an employee is on duty as well as on leave duly authorised but does not include any period during which an employee is absent from duty without permission or overstay his leave unless specially permitted by the competent authority.

2.2.20 "Transfer" means the movement of an employee from a place of posting to another station / place of duty to which he is transferred in the interest of GSWMA.

2.2.21 Wherever the singular number is used, the same shall be construed as including plural number where the context so requires; similarly, terms referring to masculine gender shall be construed as including feminine gender. 2.3 Applicability 2.3.1 These Rules shall apply to NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined

i) Every whole time employee.

ii) Staff employed temporarily or advisors, officers, trainees or other staff appointed on special contracts or agreements except in matters where the terms of contract or agreement specifically provide otherwise.

iii) Employees on Deputation 2.3.2 All the employees shall familiarise themselves with these rules immediately upon appointment since their services will be governed and regulated by these rules in addition to statutory requirements besides other conditions, which may be spelled out in individual appointment letters or contract of service or the settlements or the office orders.

2.4 Amendment in the Rules Any amendment by way of additions, alterations or omissions in these Rules shall be made only under the authority of a resolution of the Governing Body and shall be notified to the employees either by publishing it on the notice board of the Organisation or by circulation, provided that any irregularity or an accidental omission in notifying an amendment in the NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined rules, shall not invalidate such amendment, provided further that no amendment in the rules shall operate to reduce the scale of pay of an employee on which he is entitled to draw pay in substantive capacity on the day such amendment comes into force.

2.5 Interpretation and Implementation of Rules The power to interpret the rules vests in the CEO who may issue such administrative instructions or directions as may be necessary to give effect to,

and carry out the provisions of these rules.

2.6 Controlling Authority For the purpose of implementing these rules, all administrative and financial control, and making all payments, the CEO shall be the Controlling Authority for himself and all the employees of the Organisation, and he may declare any officer of the organization as a Controlling Officer.

15.1 The relevant clauses of the said Manual germane for adjudication of the dispute in question wherein the petitioners NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined herein seek regularization read thus :-

Clause No. 3.1 stipulates classification of employees (On deputation and on contract).

As per clause 3.1.2, there is automatic cessation on expiry of the contract. Clause No. 3.2 stipulates creation of posts. By virtue of Clause No. 3.3.3, all employees on deputation are appointed for two years.

By virtue of Clause No. 3.3.4, it is pre requisite condition, that on the basis of the concerned employee's exemplary performance, contract is to be renewed.

Clause 3.3.11 also empowers CEO to hire the services of individuals, Agencies, Institutions and consultants for carrying on various activities, project, and programmes of the GSWMA. Clause 3.4 stipulates Method of Recruitment. Clause 3.5.2, empowers the "competent authority" to terminate the services of the employees of the Agency. Clause 3.7.1, stipulates that GSWMA will not have any permanent employee.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined As per Clause 4.1, CEO is empowered to specify the scale of pay for various posts or total remuneration as deemed fit. Clause 4.2.1, stipulates emoluments and qualification required for the different posts.

As per Clause 5.10. final authority to interpret the rules are with CEO As per Clause 6.1, it is the obligation of all the employees to abide by the Rules and Regulations.

16. The details of the petitioners are not produced on record with regard to the position or the rank held by them or the consolidated pay received by the petitioners herein. As discussed above, the particulars of those petitioners which are placed on record are contractual appointment orders for 11 months. From the aforesaid it emerges that out of 59 petitioners, 35 are in service, 22 have resigned, one during the pendency of petition has expired and one petitioner has superannuated.

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17. Mr. Oza, the learned Senior Counsel submitted that the petitioners herein are professional experts and appointed under the multi-disciplinary scheme i. e. Clause (4) MDTs and Clause (5) MIS Coordinators and System Analysis.

Considering the aforesaid also if the petitioners have any grievances they may be raised before the CEO. The petitioners herein are on contractual appointment for a period of 11 months, unless renewed the contract of the petitioners, stand terminated automatically on expiry of the contract, meaning thereby there is automatic cessation. The petitioners have not placed on record any order of termination. The present petitions are filed apprehending that the petitioners may be terminated and replaced by outsourcing agencies. The services of the petitioners are not regulated by Article 309 of the Constitution of India and cannot be governed and the petitioners herein in view thereof are not governed by the Gujarat Civil Services (Discipline and Appeal) Rules, 1971.

18. It is apposite to refer to Rule 1C of the Gujarat Civil NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined Services (Discipline and Appeal Rules), 1971 reads thus :-

"The shall apply to all persons appointed to civil services and posts in connection with the affairs of the State of Gujarat whose conditions of services are regulated in accordance with the rules made under Article 309 of the Constitution."

19. It further emerges that the petitioners have not pleaded with respect to "equal pay for equal work". The aforesaid was submitted orally by Mr. Oza, the learned Senior Counsel placing reliance on judgments relating to principle of "equal pay for equal work". This deems it fit to deal with the same as under :-

(a) In AIR 1982 SC 879 in case of Randhirsing vs. Union of India and others, wherein the Hon'ble Apex Court held that the driver of the Delhi Police Force to be performing the same function as that of Delhi Administration and Central Government and the classification was held to be irrational.

The same being violative of Articles 14, 16 and 39D of the Constitution of India.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined In the facts of the present case, the petitioners herein are contractual appointees. The petitioners have neither placed on record details as to how the petitioners seek parity with regularly appointed employees nor have averred the same.

(b) AIR 2003 SC 3569 in the case of West Bengal and Ors., vs. Pantha Chatterjee and Ors, paragraphs-16 reads thus :-

"16. In the present case we have seen that there has not been any dispute about the nature of duties of the two sets of BWHGs. Ordinarily, no doubt they could claim benefits only in accordance with the scheme under which they were engaged. But as

held earlier, the scheme was not implemented in its terms as framed. Hence, the distinction sought to be drawn between the part-time and the permanent BWHGs had obliterated and both worked together shoulder to shoulder under similar situations and circumstances and discharged same duties. Once the scheme as framed failed to be implemented as such by those at the helms of the affairs and the part-time BWHGs were continued under the authority of those vested with such power to continue them, it is not open to the State government or the Central government to deny them the same benefits as admissible to members of the permanent staff of BWHGs. The decisions in Karnataka State Private College Stop-gap Lecturer's Association V/s. State of NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined Karnataka & Ors. and Government of India & Ors. v. Court Liquidator's Employees Association & Ors. may also be beneficially referred to."

The Hon'ble Apex Court held that the distinction between part time and permanent Border Wing Home Guards (BWHGs) stands obliterated, both having worked equally.

(c) AIR 2017 SC 4072, in the case of State of Punjab and Ors. vs. Vocational Staff Masters Association and Ors., (Para-

18) equal pay for equal work. The Hon'ble Apex Court in para 18 and 19 held that there are two categories of workers who were initially treated equally should be continued to be treated equally unless a differential treatment is justified by some cogent reasons.

The aforesaid judgment is not applicable in the facts of the present case.

(d) 2017 (1) SCC 148 in case of State of Punjab and others Vs. Jagjit Singh, Hon'ble Apex Court in paragraphs 5, 42, 57 and 58 directed that minimum pay scale granted to regular NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined employee be extended to temporary employees (differently designated as work charge, daily wage, casual, ad hoc, contractual, etc. The respondent State has acted in accordance with the aforesaid judgment by extending the minimum pay scale of a regular employee holding the same post.

In the facts of the present case the the Scheme is already closed and the scheme is continued only because of the order of status-quo granted by the Court. Only 38 employees are in service and in view thereof, in opinion of this Court, the aforesaid judgement is of no avail to the petitioners herein.

(e) (1986) 1 SCC 637, in the case of Dhirendra Chamoli and Anr. vs. State of U. P. In the facts of the said case, the petitioners were casual workers on daily wages, engaged by the government in different Nehru Yuvak Kendras in the country, performing the same duties as Class-4 employees against sanction post. The Hon'ble Apex Court held that in absence of sanction post, the NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined services could not be regularized, but they were entitled to the same salary and conditions of service as Class-4

employees.

The aforesaid judgment, in the opinion of this Court, is not applicable in the facts of the present case the petitioners herein having neither pleaded nor submitted as to how the petitioners seek parity with the regularly appointed employees of the State. Admittedly the petitioners are appointed on contractual basis for 11 months.

(f) 1986 (1) SCC 639, in the case of Surinder Singh and Anr. vs. Engineer-In-Chief, C.P.W.D. and Ors., in the facts of the said case the petitioners were employed by the Central Public Work Department on daily wages, who had been working for several years and they demanded the same wages as permanent employees being identical work, placing reliance on the ratio laid down in 1986 (1) SCC 637, the daily rated employees were directed to be paid the same salary and allowances paid to regular and prominent employees with effect from the date they were employed. The government was NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined further directed to take appropriate decision to regularize the services of such employees in continuous employment for more than six months.

The said judgment is not applicable in the facts of the present case the petitioners herein are contractual employees.

(g) AIR 2021 SC 4158. in case of Somesh Thapliyal Vs. Vice Chancellor, H.N.B Garhwal University, was filed by the teachers who were substantively appointed after going through the selection process under the U.P. State University Act, 1973. The Hon'ble Apex Court held that such appellants were entitled to claim appointment to be in substantive capacity against the permanent sanction post and become a member of teaching faculty of Central University under the Act. 2009.

The aforesaid judgment in the opinion of this Court is not applicable in the facts of the present case.

(h) AIR 2025 SC 296, Jaggo vs. Union of India & Ors, in the said judgment the petitioners No.1, 2 and 3 were NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined appointed as Safaiwalis in the years 1993, 1998 and 1999 respectively whereas the petitioners No.4 and 5 were appointed as Mali and Khalasi in the years 2000 and 2004 respectively in the Central Water Commission (for short CWC) on ad hoc basis and they were paid lumpsum monthly emolument. The petitioners claimed their service to be regularized before the Tribunal in terms of DOP and TOM dated 11.12.2006 issued in compliance with the directions of the Hon'ble Supreme Court in case of Umadevi, reported in 2006 (4) SCC page-1.

The Hon'ble Supreme Court taking into consideration that long span of service held that, irrespective of the department or office the nature of work, the petitioners were performing essential duties that were indispensable in day-to-day functioning of the offices of CWC. Irrespective of the office of department or office, the nature of work remained the same, not requiring any specific academic qualifications. In the said commission itself Safaiwalis with lesser number of years have been regularized and therefore Hon'ble Supreme Court held NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined that there was clear violation of

## Article 14 of the Constitution of India.

In the facts of the present case, the petitioners are seeking regularization at par with the regularly appointed employees considering the long span of service rendered by the petitioners herein. It is not even the case of the petitioners that the petitioners herein are discriminated inter se wherein some of the employees are regularized.

### (i) 2025 INSC 144 in the case of Shripal vs. Nagar Nigam :-

The aforesaid Appeal arose out of the judgment rendered by the High Court considering the legality of two conflicting sets of awards passed by the learned Labour Court at Gajiyabad; one set allowing reinstatement of workmen with partials back-wages and another set denying relief to the other similarly placed workmen.

The Hon'ble Apex Court in the aforesaid set of facts held that the employers' discontinuation of the appellant workmen was in violation of the basic labour law principles. It further NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined held that once it is established that the services were terminated without adhering to Section 6E and 6N of the U. P. Industrial District Act 1947 and that they were engaged in essential perennial duties, these workers cannot be relegated to perpetuate uncertainty. Under such circumstances, the impugned orders were quashed and set aside the same being violative of the compliance of Section 6E and 6N of the U. P. Industrial Disputes Act, 1947 consequently, the appellant workmen were directed to be treated as continuing in service from the date of their termination for all purposes, including seniority and continuity of service.

The aforesaid judgement is not applicable in the facts of the present case wherein the petitioners herein are contractual employees appointed for a period of 11 months and are continued in service by way of interim order of status-quo passed by the Court.

(j) Mr. Oza, the learned Senior Counsel also relied on the order passed in the Special Civil Application No.10852 of 2003 NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined wherein the petitioners were employees at Kalpataru Supermarket, Vadodara, having been appointed pursuant to the advertisement published by Gujarat State Civil Service Supplies Corporation on contractual basis. The said appointment which was for two years was extended from time to time till they served for 18 years. Similarly situated employees were regularized and in view thereof the petitioners' complaint of discrimination, under such circumstances the said petition was allowed directing the Corporation to treat the petitioners as permanent employees with effect from the date of institution of the petition and that the petitioners were entitled to consequential benefits thereof. The aforesaid order was challenged by the Corporation by filing LPA No.1361 of 2014 wherein by judgment dated 7.1.2024 the Appeal came to be allowed. The said judgment rendered in Appeal is subject matter of challenge before the Hon'ble Apex



Court by filing SLP (Civil) No.18372-18382 of 2024 wherein the order passed by the Hon'ble Division Bench is stayed by interim order dated 14.8.2024.

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(k) Mr. Oza, the learned Senior Counsel has also relied on 1985 GLH (Uj) 51 in the case of Ghanshyam M. Pandya vs. State of Gujarat & Ors.

In the opinion of this Court, the aforesaid judgment is not applicable in the facts of the present case, wherein in the facts of the said case the petitioner was appointed as peon on 12.5.1980 and was in continuous service of the respondents from the date of appointment till 22.8.1984, the date on which the services of the petitioner in the said case came to be terminated. The respondent authority failed to demonstrate as to under what authority or right the respondents authority had to give appointment order, in the manner having appointed the petitioner in the said case as peon for 29 days and reappointed after so called break of one or two days.

In the facts, as referred above, it was held that the action of terminating the services of the petitioner by oral oral was held to be violative of Articles 14 and 16 of the Constitution of India.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined In the facts of the present case, the petitioners are contractual employees, there is no order of termination.

(l) Mr. Oza, the learned Senior Counsel also relied on the judgment rendered by the Hon'ble Apex Court in Civil Appeal No.2525-2516 of 2013 in case of Rajesh Kumar and Ors. vs. the State of Bihar and Ors., and the order passed in 2024 SSC Online Gujarat 2350 para-3.4 wherein it is held that while exercising writ jurisdiction the Court is empowered to mould relief even beyond the prayers sought so as to meet the ends of justice in a, appropriate case.

In the opinion of this Court, the aforesaid is a very settled principle of law. The principle of law relied upon by Mr. Oza, learned Senior Counsel is not in dispute, however in the facts of the present case, the petitioners herein are appointed on contractual basis for a period of 11 months, the petitioners are not appointed by regular mode as described by the State Government as provided under Article 309 of the Constitution of India.

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20. The petitioners herein are seeking parity with the Gujarat Livelihood Promotion Company Ltd. The petitioners herein in Ground (B) at page-11 submitted that the Gujarat State Watershed Management Scheme is identical to that of Gujarat Livelihood Promotion Company Ltd. The said scheme was formed by way of a Government Resolution dated 16.11.2010 which is duly produced at Annexure-C. The contractual employees of the GLPC were also before the Court seeking regularization and prayed for equal pay for equal work.

The aforesaid issue is no longer res integra, the same having been considered LPA No.378 of 2025 wherein the Hon'ble Division in paragraph-13 held as under :-

"13. We are in complete agreement with the findings recorded by the learned Single Judge so far as the denial of the prayers of regular pay scale to the appellants are concerned since the NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined appellants are appointed by the respondent no.2 on contractual basis and they cannot claim regular pay scale or regularization on a contractual post, even if the same is sanctioned, as the contractual appointment is only confined for a period of 3 years subject to further assessment of their work performance. Only in case the respondent no.2 - company finds that they have performed satisfactorily including achievements of targets and/or such other criteria as decided by the management, their contract can be renewed."

It is apposite to refer to paragraphs 10 to 17 of the judgment of the LPA No.378 of 2025 which read thus :-

"10. Thereafter, pursuant to the Advertisement issued by the respondent no.2, the appellants were issued various appointment orders, one of which is annexed at page 44, (Annexure C). The relevant conditions of the appointment order are as under :-

"3. Duration of the contractual You shall be on probation for 3 months. If your performance is found to be unsatisfactory, on review during the probation period, your service may be terminated without notice or assigning any reasons or compensation.

On successful completion of the probation period, your three year fixed term employment (FTE) contract shall NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined commence. The three year FTE Contract is inclusive of the 3 months probation period.

This Contract shall be (renewable) on satisfactory performance including achievements of targets and/or such other criteria as may be decided by the Management and on the basis of mutual agreement. Unless renewed, the contract shall stand automatically terminated on the expiry of period of contract without any notice or compensation.

4. ... ..

5. ... ..

6. ... ..

7. ... ..

8. Notice period You will not terminate your fixed term contract appointment without giving one month's notice in writing or gross remuneration as indicated at 4 above in lieu of such notice. Similarly the company can terminate your fixed term appointment on one month's notice or gross remuneration in lieu thereof.

No notice or notice pay is required to be paid on either side if the contract assignment is terminated by mutual consent."

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11. Thus, the aforesaid clauses of the contractual appointment manifest that on a successful completion of probation period of a candidate, i.e. 3 months, the contractual appointment for three years of fixed term of employment i.e., (FTE contract) shall commence. It is further clarified that "this contract shall be renewable on satisfactory performance including achievements of targets and/or such other criteria as may be decided by the management and on the basis of mutual agreement". It is pertinent to note that, it is further provided that "Unless renewed, the contract shall stand automatically terminated on the expiry of period of contract without any notice or compensation". Thus, the contract between the appellants and the Respondent no.2 is governed by the terms and conditions of the resolution and the appointment order. The appellants cannot, as a matter of right, insist to continue in service beyond the period of three years, till the existence of the Company even if their service is found unsatisfactory. Having accepted the conditions of the appointment, they have to undergo assessment of their work performance.

12. The prayer clauses mentioned in the writ petitions, as mentioned hereinabove, relate to the regularization of the services of the appellants and also for quashing and setting aside the order of termination dated 11th June, 2014. However, the undisputed fact remains that, when the writ petition was filed, there was no termination, but the respondent no.2 had extended the contractual appointment till 31st July, 2014, and NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined this Court had passed an interim order protecting their services, which has continued for all these years.

13. We are in complete agreement with the findings recorded by the learned Single Judge so far as the denial of the prayers of regular pay scale to the appellants are concerned since the appellants are appointed by the respondent no.2 on contractual basis and they cannot claim regular pay scale or regularization on a contractual post, even if the same is sanctioned, as the contractual appointment is only confined for a period of 3 years subject to further assessment of their work performance. Only in case the respondent no.2 - company finds that they have performed satisfactorily including achievements of targets and/or such other criteria as decided by the management, their contract can be renewed.

14. We may at this stage clarify that before the learned Single Judge the issue relating to the assessment of the satisfactory performance as mentioned in the appointment order was neither taken in the writ petitions nor in the oral submissions, and for the first time it has been raised before us. In order to see that the issue is laid quietus, and no further litigation ensues, we have delved into

it.

15. As referred hereinabove by now more than 10 years have passed and all the appellants have been continued by the respondent no.2. On the oral instructions given by us to Mr. NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined Gautam Joshi, learned Senior Advocate to take sense from the respondent no.2, about further continuation of the appellants, he had personally emailed the concern expressed by us. In response to his email the respondent no.2 vide email dated 17th March, 2025 has informed him that "at the most the company can require the HR Recruitment Agencies to engage those petitioners who are protected under the interim orders of the Hon'ble Court and are continuing, subject to fulfilling the eligibility criteria of company and requirements of HR Recruitment Agency'. A copy of the e-mail dated 17th March, 2025 is ordered to be taken on record.

16. It is not in dispute that the respondent no.2 has engaged outsourcing agencies since the year 2019, as mentioned in the email. Today, the respondent no.2, in view of the aforesaid email, has clarified its stand that it may request such Recruitment Agencies to engage those appellants-petitioners, who are protected under the interim orders. Further, it is clarified that the Company would not be in a position to prevail over such HR Recruitment Agency to engage or continue to engage any of the appellants.

17. It is also an admitted fact that none of the respondent authorities made any attempt to assail the interim orders passed by the learned Single Judge in the captioned writ petitions. No applications were filed seeking permission from the learned Single Judge to discontinue the present appellants NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined from the services on the ground of unsatisfactory performance of their duties even after the engagement of outsourcing agencies. No material pointing out the assessment of duties/ work performance, as stipulated in the appointment orders of each of the appellants has been pointed-out to this Court. Since, we are not inclined to reverse the findings of the learned Single Judge disallowing the prayers of regularization or regular pay scale at par with the Government Employees, and since the submissions before us are only confined with regard to their continuation in service, and also in wake of the fact they have continued for all these years under the interim orders, we direct the respondent no.2 - company to assess the performance of each of the appellants and in case their work performance is found satisfactory, as per the clause of their appointment orders, the company may continue them in service as per their requirement. We also clarify that the appellants shall not claim any right of regularization or regular pay scale, since their pay or salary is governed by the norms of the respondent no.2 - company only. In case the respondent no.2, after fair assessment of the appellants' service, is of the opinion that they are required to be continued in service, the appellants and the respondent no.2 shall enter into a contract, as per the provisions of the Government Resolution dated 16th November, 2010."

The aforesaid judgment was challenged before the NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined Hon'ble Apex Court wherein in SLP (Civil) No.9757-9771 of 2025 are dismissed.

(B) (1998) SCC (L&S) 478 , in the case of State of H. P. through the Secretary Agriculture to the Govt., of H. P. Shimla vs. Modha Ram and Ors., paragraphs 3 to 5 read thus :-

'3. The facts are that the respondents were engaged on daily wages on muster roll basis in Central Scheme and were paid out of the funds provided by the Central Government. It is stated that after the Scheme was closed their services were dispensed with. When the respondents filed the writ petition in the High Court, the High Court gave interim direction on

18.11.1992 and directed their re-engagement elsewhere. Against the aforesaid interim direction, this appeal by special leave has been filed.

4. It is seen that when the project is completed and closed due to non-availability of funds, the employees have to go along with its closure. The High Court was not right in giving the direction to regularise them or to continue them in other places. No vested right is created in temporary employment. Directions cannot be given to regularise their services in the absence of any existing vacancies nor can directions be given to the State to create posts in a non-existent establishment. The Court would adopt pragmatic approach in giving NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined directions. The directions would amount to creating of posts and continuing them despite non availability of the work. We are of the considered view that the directions issued by the High Court are absolutely illegal warranting our interference. The order of the High Court is therefore, set aside.

5. The appeal is accordingly allowed."

(C) (2006) 4 SCC 1, in the case of Secretary, State Of Karnataka Versus Umadevi, paragraphs 11, 15 to 20, 36, 43, 44 which read thus:-

"11. In addition to the equality clause represented by Art. 14 of the Constitution, Art. 16 has specifically provided for equality of opportunity in matters of public employment. Buttressing these fundamental rights, Art. 309 provides that subject to the provisions of the Constitution, Acts of the legislature may regulate the recruitment and conditions of service of persons appointed to public services and posts in connection with the affairs of the Union or of a State. In view of the interpretation placed on Art. 12 of the Constitution by this Court, obviously, these principles also govern the instrumentalities that come within the purview of Art. 12 of the Constitution. With a view to make the procedure for selection fair, the Constitution by Art. 315 has also created a NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined Public Service Commission for the Union and Public Service Commissions for the States. Art. 320 deals with the functions of Public Service Commissions and mandates consultation with the Commission on all matters relating to methods of recruitment to civil services and for civil posts and other related matters. As a part of the affirmative action recognized by Art. 16 of the Constitution, Art. 335 provides for special consideration in the matter

of claims of the members of the scheduled castes and scheduled tribes for employment. The States have made Acts, Rules or Regulations for implementing the above constitutional guarantees and any recruitment to the service in the State or in the Union is governed by such Acts, Rules and Regulations. The Constitution does not envisage any employment outside this constitutional scheme and without following the requirements set down therein.

15. Even at the threshold, it is necessary to keep in mind the distinction between regularization and conferment of permanence in service jurisprudence. In *State of Mysore V/s. S.V. Narayanappa* this Court stated that it was a mis- conception to consider that regularization meant permanence. In *R.N. Nanjundappa V/s. T. Thimmiah & Anr.*, this Court dealt with an argument that regularization would mean conferring the quality of permanence on the appointment. This Court stated:-

"Counsel on" behalf of the respondent contended that NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined regularization would mean conferring the quality of permanence on the appointment, whereas counsel on behalf of the State contended that regularization did not mean permanence but that it was a case of regularization of the rules under Art. 309. Both the contentions are fallacious. If the appointment itself is in infraction of the rules or if it is in violation of the provisions of the Constitution, illegality cannot be regularized. Ratification or regularization is possible of an act which is within the power and province of the authority, but there has been some non-compliance with procedure or manner which does not go to the root of the appointment. Regularization cannot be said to be a mode of recruitment. To accede to such a proposition would be to introduce a new head of appointment in defiance of rules or it may have the effect of setting at naught the rules."

16. In *B.N. Nagarajan & Ors. V/s. State of Karnataka & Ors.*, this Court clearly held that the words "regular" or "regularization" do not connote permanence and cannot be construed so as to convey an idea of the nature of tenure of appointments. They are terms calculated to condone any procedural irregularities and are meant to cure only such defects as are attributable to methodology followed in making the appointments. This court emphasized that when rules framed under Art. 309 of the Constitution of India are in force, no regularization is permissible in exercise of the NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined executive powers of the Government under Art. 162 of the Constitution in contravention of the rules. These decisions and the principles recognized therein have not been dissented to by this Court and on principle, we see no reason not to accept the proposition as enunciated in the above decisions. We have, therefore, to keep this distinction in mind and proceed on the basis that only something that is irregular for want of compliance with one of the elements in the process of selection which does not go to the root of the process, can be regularized and that it alone can be regularized and granting permanence of employment is a totally different concept and cannot be equated with regularization.

17. We have already indicated the constitutional scheme of public employment in this country, and the executive, or for that matter the Court, in appropriate cases, would have only the right to regularize an appointment made after following the due procedure, even though a non-fundamental element of that process or procedure has not been followed. This right of the executive and that of the court, would not extend to the executive or the court being in a position to direct that an appointment made in clear violation of the constitutional scheme, and the statutory rules made in that behalf, can be treated as permanent or can be directed to be treated as permanent.

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18. Without keeping the above distinction in mind and without discussion of the law on the question or the effect of the directions on the constitutional scheme of appointment, this Court in *Daily Rated Casual Labour V/s. Union of India & Ors.* directed the Government to frame a scheme for absorption of daily rated casual labourers continuously working in the Posts and Telegraphs Department for more than one year. This Court seems to have been swayed by the idea that India is a socialist republic and that implied the existence of certain important obligations which the State had to discharge. While it might be one thing to say that the daily rated workers, doing the identical work, had to be paid the wages that were being paid to those who are regularly appointed and are doing the same work, it would be quite a different thing to say that a socialist republic and its executive, is bound to give permanence to all those who are employed as casual labourers or temporary hands and that too without a process of selection or without following the mandate of the Constitution and the laws made thereunder concerning public employment. The same approach was made in *Bhagwati Prasad V/s. Delhi State Mineral Development Corporation* where this Court directed regularization of daily rated workers in phases and in accordance with seniority.

19. One aspect arises. Obviously, the State is also controlled by economic considerations and financial implications of any public employment. The viability of the department or the instrumentality or of the project is also of equal concern for NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined the State. The State works out the scheme taking into consideration the financial implications and the economic aspects. Can the court impose on the State a financial burden of this nature by insisting on regularization or permanence in employment, when those employed temporarily are not needed permanently or regularly- As an example, we can envisage a direction to give permanent employment to all those who are being temporarily or casually employed in a public sector undertaking. The burden may become so heavy by such a direction that the undertaking itself may collapse under its own weight. It is not as if this had not happened. So, the court ought not to impose a financial burden on the State by such directions, as such directions may turn counter- productive.

20. The Decision in *Dharwad Distt. P.W.D. Literate Daily Wage Employees Association & ors. V/s. State of Karnataka & Ors.* dealt with a scheme framed by the State of Karnataka, though at the instance of the court. The scheme was essentially relating to the application of the concept of equal pay for equal work but it also provided for making permanent, or what it called regularization, without keeping the distinction in mind, of employees who had been appointed ad hoc, casually, temporarily or on daily wage basis. In other words, employees had been appointed without following

the procedure established by law for such appointments. This Court, at the threshold, stated that it should individualize justice to suit a NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined given situation. With respect, it is not possible to accept the statement, unqualified as it appears to be. This Court is not only the constitutional court, it is also the highest court in the country, the final court of appeal. By virtue of Art. 141 of the Constitution of India, what this Court lays down is the law of the land. Its decisions are binding on all the courts. Its main role is to interpret the constitutional and other statutory provisions bearing in mind the fundamental philosophy of the Constitution. We have given unto ourselves a system of governance by rule of law. The role of the Supreme Court is to render justice according to law. As one jurist put it, the Supreme Court is expected to decide questions of law for the country and not to decide individual cases without reference to such principles of law. Consistency is a virtue. Passing orders not consistent with its own decisions on law, is bound to send out confusing signals and usher in judicial chaos. Its role, therefore, is really to interpret the law and decide cases coming before it, according to law. Orders which are inconsistent with the legal conclusions arrived at by the court in the self same judgment not only create confusion but also tend to usher in arbitrariness highlighting the statement, that equity tends to vary with the Chancellor's foot.

36. This Court also quoted with approval the observations of this Court in Teri Oat Estates (P) Ltd. V/s. U.T., Chandigarh to the effect:

"36. We have no doubt in our mind that sympathy or sentiment by itself cannot be a ground for passing an order NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined in relation where to the appellants miserably fail to establish a legal right. It is further trite that despite an extraordinary constitutional jurisdiction contained in Art. 142 of the Constitution of India, this Court ordinarily would not pass an order which would be in contravention of a statutory provision."

This decision kept in mind the distinction between 'regularization' and 'permanency' and laid down that regularization is not and cannot be the mode of recruitment by any State. It also held that regularization cannot give permanence to an employee whose services are ad hoc in nature.

43. 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 Art. 14 read with Art. 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 NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined 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 Art. 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 NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined 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.

44. The concept of 'equal pay for equal work' is different from the concept of conferring permanency on those who have been appointed on ad hoc basis, temporary basis, or based on no process of selection as envisaged by the Rules. This Court has in various decisions applied the principle of equal pay for equal work and has laid down the parameters for the application of that principle. The decisions are rested on the concept of equality enshrined in our Constitution in the light of the directive principles in that behalf. But the acceptance of that principle cannot lead to a position where the court could direct that appointments made without following the due procedure established by law, be deemed permanent or issue directions to treat them as permanent. Doing so, would be negation of the principle of equality of opportunity. The power to make an order as is necessary for doing complete justice in any cause or matter pending before this Court, would not normally be used for giving the go-by to the procedure NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined established by law in the matter of public employment. Take the situation arising in the cases before us from the State of Karnataka. Therein, after the Dharwad decision, the Government had issued repeated directions and mandatory orders that no temporary or ad hoc employment or engagement be given. Some of the authorities and departments had ignored those directions or defied those directions and had continued to give employment, specifically interdicted by the orders issued by the executive. Some of the appointing officers have even been punished for their defiance. It would not be just or proper to pass an order in exercise of jurisdiction under Art. 226 or 32 of the Constitution or in exercise of power under Art. 142 of the Constitution of India permitting those persons engaged, to be absorbed or to be made permanent, based on their appointments or engagements. Complete justice would be justice according to law and though it would be open to this Court to mould the relief, this Court would not grant a relief which would amount to perpetuating an illegality."

(D) (2016) 8 SCC 293, in the case of State of Maharashtra and Ors. vs. Anita and Anr., paragraphs 11 to 17 read thus :-

"11. We have carefully considered the rival submissions made NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined by learned counsel for the parties and perused the impugned judgment and the material on record.

12. In the Government Resolution dated 21.08.2006 while creating 471 posts in various cadres including Legal Advisors, Law Officers and Law Instructors in clause (3) of the said Resolution, it was made clear that the posts created ought to be filled up on contractual basis. Clause (3) reads as under:-

"The said posts instead of being filled in the regular manner should be kept vacant and should be filled on the contract basis as per the terms and conditions prescribed by the government or having prepared the Recruitment Rules should be filled as per the provisions therein."

13. Subsequently, the said Resolution was modified by Government Resolution dated 15.09.2006. In the said Resolution, the column specifying "Pay Scale" was substituted with column "Combined Permissible Monthly Pay + Telephone & Travel Expenses". However, there was no change in the decision of the government on filling up the posts on contractual basis. Government Resolution dated 15.09.2006 stipulates the terms and conditions of the contractual appointments. Clauses 'A', 'B', 'C' and 'D' read as under:-

"A) The appointment of the said posts would be completely on contractual basis. These officers/employees would not be counted as government employees.

B) The said appointments should be made on contract basis firstly for 11 months. After 11 months the term of the agreement could be increased from time to time if necessary.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined Whereas, the appointing authority would take the precaution while extending the terms in this manner that, at one time this term should not be more than 11 months. The appointment in this way could be made maximum three times. Thereafter, if the competent authority is of the opinion that the reappointment of such candidate is necessary then such candidate would have to again face the selection process. C) The concerned appointing authority at the time of the appointment would execute an agreement with the concerned candidate in the prescribed format. The prescribed format of the agreement is given in Appendix 'B'. It would be the responsibility of the concerned office to preserve all the documents of the agreement.

D) Except for the combined pay and permissible telephone and travel expenses (more than the above mentioned limit) any other allowances would not be admissible for the officers/employees being appointed on contract basis."

14. The intention of the State Government to fill up the posts of Legal Advisors, Law Officers and Law Instructors on contractual basis is manifest from the above clauses in Government Resolutions dated 21.08.2006 and 15.09.2006. While creating 471 posts vide Resolution dated 21.08.2006, the Government made it clear that the posts should be filled up on contractual basis as per terms and conditions prescribed by the Government. As per clause 'B' of the Government Resolution dated 15.09.2006, the initial contractual period of appointment is eleven months and there is a provision for extension of NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined contract for further eleven months. Clause 'B' makes it clear that the appointment could be made maximum three times and extension of contract beyond the third term is not allowed. If the competent authority is of the opinion that the reappointment of such candidates is necessary then such candidates would again have to face the selection process.

15. It is relevant to note that the respondents at the time of appointment have accepted an agreement in accordance with Appendix 'B' attached to Government Resolution dated 15.09.2006. The terms of the agreement specifically lay down that the appointment is purely contractual and that the respondents will not be entitled to claim any rights, interest and benefits whatsoever of the permanent service in the government. We may usefully refer to the relevant clauses in the format of the agreement which read as under:-

"1. The First Party hereby agrees to appoint Shri/Smt. \_\_\_\_\_ (Party No. II) as a \_\_\_\_\_ on contract basis for a period of 11 months commencing from \_\_\_\_\_ to \_\_\_\_\_ (mention date) on consolidated remuneration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) per month, and said remuneration will be payable at the end of each calendar month according to British Calendar. It is agreed that IInd party shall not be entitled for separate T.A. and D.A. during the contract period..

2. ....

3. ....

4. ....

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5. Assignment of 11 months contract is renewable for a further two terms of 11 months (i.e. total 3 terms), subject to the satisfaction of Competent Authority, and on its recommendations.

6. The Party No. II will not be entitled to claim any rights, interest, benefits whatsoever of the permanent service in the Government."

16. The above terms of the agreement further reiterate the stand of the State that the appointments were purely contractual and that the respondents shall not be entitled to claim any right or interest of permanent service in the government. The appointments of respondents were made initially for

eleven months but were renewed twice and after serving the maximum contractual period, the services of the respondents came to an end and the Government initiated a fresh process of selection. Conditions of respondents' engagement is governed by the terms of agreement. After having accepted contractual appointment, the respondents are estopped from challenging the terms of their appointment. Furthermore, respondents are not precluded from applying for the said posts afresh subject to the satisfaction of other eligibility criteria.

17. The High Court did not keep in view the various clauses in the Government Resolutions dated 21.08.2006 and 15.09.2006 and also the terms of the agreement entered into by the respondents with the government. Creation of posts was only for administrative purposes for sanction of the amount towards NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined expenditure incurred but merely because the posts were created, they cannot be held to be permanent in nature. When the government has taken a policy decision to fill up 471 posts of Legal Advisors, Law Officers and Law Instructors on contractual basis, the tribunal and the High Court ought not to have interfered with the policy decision to hold that the appointments are permanent in nature."

(E) (2021) SCC OnLine SC 899, (para-21, 25 to 29) in the case of Union of India & Ors. vs. Ilmo Devi Anr., the Hon'ble Apex Court relied on the ratio laid down in 2011 (2) SCC 429 in the case of Rajasthan and Ors., vs. Dayalal and Ors., and held in para-28 that as per the law laid down by the Hon'ble Apex Court part time employees are not entitled to seek regularization as they are not working against any sanctioned post and there cannot be any permanent continuance of part- time temporary employees. Part-time temporary employees in government run institutions cannot claim parity in salary with regular employees of the government on the principle of equal pay for the work.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined (F) (2022 ) 5 SCC 394 in the case of State Of Gujarat Versus R.J.Pathan, paragraphs 1, 2, 10 and 13 read thus :-

"1. Feeling aggrieved and dissatisfied with the impugned judgment and order dated 18.02.2021 passed by the High Court of Gujarat at Ahmedabad in Letters Patent Appeal (for short, 'LPA') No. 2082/2011, by which the Division Bench of the High Court has allowed the said LPA and directed the State to consider the cases of the respondents for regularisation sympathetically and if necessary, by creating supernumerary posts, the State has preferred the present appeal.

2. The facts leading to the present appeal in a nut-shell are as under: That the respondents herein were appointed on contractual basis for a period of eleven months on a fixed salary and on a particular project, namely, "Post-Earthquake Redevelopment Programme" of the Government of Gujarat. That the respondents herein were initially appointed for a period of eleven months in the year 2004 to the post of drivers. On closure of the project in which the respondents were appointed, instead of terminating the services of the respondents herein, the State Government took a decision to place them in the services of Indian Red Cross Society. Instead of joining the duties in the Indian Red Cross Society, the respondents approached the

High Court by filing Writ Petition No. 17328/2011 for regularisation of their services and NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined absorption in Government service. The original writ petitioners also challenged their placement with the Indian Red Cross Society.

2.1 The learned Single Judge vide order dated 25.11.2011 dismissed the said writ petition by observing that the appointment of the original writ petitioners was only for eleven months on a fixed salary, which has been continued from time to time, and the unit in which they were appointed temporarily was a "Project Implementation Unit" only for the purpose of rehabilitation pursuant to the earthquake for the "Post-Earthquake Redevelopment Programme" and they were not regularly appointed on any permanent sanctioned posts in any establishment of the Government where the writ petitioners have any lien.

2.2 Feeling aggrieved and dissatisfied with the order passed by the learned Single Judge dismissing the writ petition, the respondents herein - original writ petitioners preferred LPA No. 2082/2011 before the Division Bench of the High Court. By an interim order dated 20.12.2011, respondents herein were continued in service with the State Government and they were not even transferred to the Indian Red Cross Society. The said LPA came up for hearing before the Division Bench in the year 2021. Before the Division Bench, it was submitted on behalf of the respondents herein - original writ petitioners that as they have been continuously working in the Government Departments and they have not been transferred to Indian Red Cross Society and since they have by now working for NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined seventeen years, the Government may be directed to consider the case for regularisation in the service as long period has passed.

2.3 By the impugned judgment and order, the Division Bench of the High Court has directed the State/Department to consider the cases of the respondents herein for absorption and regularisation sympathetically and if necessary, by creating supernumerary posts, solely on the ground that the respondents herein - original writ petitions by now have worked for seventeen years.

2.4 Feeling aggrieved and dissatisfied with the impugned judgment and order passed by the Division Bench of the High Court, the State has preferred the present appeal.

10. The Division Bench has also not appreciated the fact and/or considered the fact that the respondents were initially appointed for a period of eleven months and on a fixed salary and that too, in a temporary unit - "Project Implementation Unit", which was created only for the purpose of rehabilitation pursuant to the earthquake for "Post-Earthquake Redevelopment Programme". Therefore, the unit in which the respondents were appointed was itself a temporary unit and not a regular establishment. The posts on which the respondents were appointed and working

were not the sanctioned posts in any regular establishment of the Government.

13. Now, so far as the reliance placed upon the decision NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined of this Court in the case of Umadevi (supra) and the subsequent decision of this Court in the case of Narendra Kumar Tiwari (supra), relied upon by the learned counsel appearing on behalf of the respondents is concerned, none of the aforesaid decisions shall be applicable to the facts of the case on hand. The purpose and intent of the decision in Umadevi (supra) was, (1) to prevent irregular or illegal appointments in the future, and (2) to confer a benefit on those who had been irregularly appointed in the past and who have continued for a very long time. The decision of Umadevi (supra) may be applicable in a case where the appointments are irregular on the sanctioned posts in regular establishment.

The same does not apply to temporary appointments made in a project/programme."

21. It further emerges that the reliance placed by Mr. Oza, the learned Senior Counsel on SCA No.16571 of 2015 and SCA No.7306 of 2016 and allied matters which were withdrawn by order dated 19.3.2019 and 25.2.2019 respectively.

Having considered the facts of the petitions, the documents produced on record and the position of law, as referred to hereinabove, this Court is inclined to pass the NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined following order :-

22. The petitioners herein are appointed on contract for a period of 11 months. It is not in dispute that the petitioners herein are in service by interim order dated 22.3.2017 and can be said to be in litigious employment.

23. The right of regularization of a person appointed on contractual basis depends on the express and/or implied terms of contract. It is well settled principle of law that where appointment is contractual and the appointment comes to an end by efflux of time, the appointee has no right to continue on the post and the fact that even if the services are continued from time to time, the same would not confer any right of regularization upon the said employee. There can be no regularization of the contractual employee upon completion or expiry of contract, unless as provided under the contract.

24. In light of the aforesaid discussion and position of law, as referred above, in the opinion of this Court, the petitioners NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined herein are appointed by the Government Resolution dated 12.7.2007 governed by the Human Resources Manual approved by the board of GWSMA. The eligibility criteria of each of the positions is prescribed by the respondent No.2. Evaluation of the petitioners is undertaken by external experts and the petitioners are not governed by the Gujarat Civil Service (Discipline & Appeal ) Rules, 1971 which are statutory Rules governing the employees in government service. There is no order on record terminating the services of the petitioners and the present petitions are

filed on apprehension.

25. No legal right accrues in favour of the petitioners herein to be granted the regular pay-scale of a regularly appointed employee in the facts of the present case. The prayer to regularize the services of the petitioners fails in light of the aforesaid discussion.

26. In the opinion of this Court, considering the prayers as prayed for in the present petitions the petitioners herein are NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined entitled to the emoluments against the post as stated in accordance with the Human Resource Manual which governs the terms and conditions of the petitioners.

27. It further emerges that the petitioners herein have neither challenged the Human Resource Manual nor the Government Resolution dated 12.7.2007.

28. As submitted by Ms. Shah, the learned Additional Advocate General and upon perusal of the communications dated 31.3.2017 (page 205) and 11.4.2017 and 08.02.2018 (page 207 and page 210) the aforesaid indicates closure of IWMP and also the batch projects. The aforesaid indicates that the scheme cannot be said to be perennial in nature and the Government of India having stopped the IWMP transferred the program under the umbrella of Pradhan Mantri Krishi Sichai Yojna (for short PMKSY 2.0) under the head of the Watershed Development Component.

NEUTRAL CITATION C/SCA/13821/2015 JUDGMENT DATED: 12/06/2025 undefined 28.1 Considering the aforesaid, the petitioners be continued in the Scheme till the projects attain closure in accordance with the Rules and Regulations governing the petitioners herein.

29. No case is made out to exercise extraordinary jurisdiction under Article 226 of the Constitution of India, in view thereof, the petitions are dismissed. Rule is discharged. Interim relief stands vacated.

(VAIBHAVI D. NANAVATI,J) After the judgment is pronounced, Mr. Oza, the learned Senior Counsel requests for extension of status-quo granted by order dated 22.3.2017 till 31.7.2025.

The aforesaid is objected by Mr. Jay Trivedi, the learned AGP appearing for the respondent.

The status quo granted by order dated 22.3.2017 be continued for a period of four weeks.

(VAIBHAVI D. NANAVATI,J) K.K. SAIYED