RAJASTHAN HIGH COURT
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HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

(1) S. B. Civil Writ Petition No. 418/2026

CNR: RJHC020013732026 | URN: CW / 872U / 2026

Bhagwan Singh Son Of Shri Mangtu Ram, Aged About 51 Years, R/o Village-Moondoti, Tehsil-Nagar, District-Deeg Rajasthan

----Petitioner

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Versus

1. State Of Rajasthan, Through Principal Secretary Department Of Rural Development And Panchayati Raj, Govt. Secretariat Jaipur
2. The Director Swachh Bharat Mission (Rural), Directorate Sbm, Jaipur Rajasthan
3. The District Collector, Bharatpur
4. The Chief Executive Officer, Zila Parishad, Bharatpur Rajasthan
5. The Block Development Officer, Panchayat Samiti Pahadi District Bharatpur
6. Aravali Association For Rural Advancement, Jaipur Rajasthan Through Its Director

----Respondents

Connected With

(2) S. B. Civil Writ Petition No. 536/2026

CNR: RJHC020017172026 | URN: CW / 1144U / 2026

1. Praveena D/o Devi Sahay W/o Amarnath Sharma, Aged About 34 Years, R/o Majra Kath, Tehsil- Neemrana District- Kotputli Behror, Rajasthan
2. Jitendra Singh S/o Sumer Singh, Aged About 35 Years, R/o Village- Basgordhan, Tehsil- Bansur, Chatarpura, Alwar, Rajasthan-301024
3. Vikash Yadav S/o Mool Chand Yadav, Aged About 33 Years, R/o Ward No. -6, Dhani- Katarala, Village- Ladakabas, Jaipur-Rajasthan-303106

----Petitioners

Versus

1. State Of Rajasthan, Through Its Principal Secretary, Rural Development And Panchayati Raj Department, Govt. Of Rajasthan, Govt. Secretariat, Jaipur

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2. Director, Swachh Bharat Mission (Grameen), Jaipur
3. Zila Parishad Alwar, Through Its Chief Executive Officer
4. Zila Parishad Jaipur, Through Its Chief Executive Officer
5. Development Officer, Panchayat Samiti-Neemrana, Alwar, Rajasthan
6. Development Officer, Panchayat Samiti-Bansur, Alwar, Rajasthan
7. Development Officer, Panchayat Samiti-Paota, Jaipur Rajasthan
8. Association For Rural Advancement, Through Voluntary Action And Local Involvement (Aravali), First Floor, Ministerial Campus, Indira Gandhi Panchayat Raj And Gramin Vikas Sansthan(Igprs) Campus, Jawahar Lal Nehru Marg, Jaipur-302015 Through Its Director (Program)

----Respondents

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(3) S. B. Civil Writ Petition No. 982/2026

CNR: RJHC020050582026 | URN: CW / 2250U / 2026

1. Madan Singh Son Of Shri Gopichand, Aged About 53 Years, Resident Of Rajora Khurd, Tehsil Saipau, District Dholpur (Raj.)
2. Vinod Saini Son Of Shri Shubhkaran, Aged About 35 Years, Resident Of Sindhi Colony, Near Sindhi Dharmshala Ke Paas, Jhilai Road, Tonk (Raj.)
3. Prakash Rathore Son Of Shri Urjaram Rathore, Aged About 34 Years, Resident Of 49, Ganesh Vihar, Police Line Ke Paas, Amedkar Nagar, Pali (Raj.)

----Petitioners

Versus

1. Union Of India, Ministry Of Jal Shakti, Department Of Drinking Water And Sanitation, Swachh Bharat Mission (Grameen), 4Th Floor, Pt., Deendayal Antyodaya Bhawan Cgo Complex, Lodhi Road, New Delhi- 110003.
2. Secretary Village Development And Panchayatiraj Department, Govt. Secretariat, Jaipur (Raj.)
3. District Collector Dholpur, District Dholpur (Raj.)
4. District Collector Tonk, District Tonk (Raj.)

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5. District Collector Pali, District Pali (Raj.)
6. Chief Executive Officer, Zila Parishad Dholpur (Raj.)
7. Chief Executive Officer, Zila Parishad Tonk (Raj.)
8. Chief Executive Officer, Zila Parishad Pali (Raj.)
9. Director, Aravali, First Floor, Ministerial Campus, Indira Gandhi Panchayatiraj And Gramin Vikas Sansthan Campus, Jawahar Lal Nehru Marg, Jaipur (Raj.)

----Respondents

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For Petitioners	:	Mr. Himanshu Agarwal Advocate, Mr. S.K. Beniwal Advocate, Mr. Poonam Chand Sharma Advocate, Mr. Bhawani S. Saini Advocate, Mr. Karanpal Singh Advocate.
For Respondents	:	Mr. Neeraj Batra Government Counsel with Ms. Sneha Kaushal Advocate. Mr. Ashutosh Udawat Advocate on behalf of Mr. Kapil Prakash Mathur, Additional Advocate General.

HON'BLE MR. JUSTICE ANAND SHARMA

Judgment

Date of conclusion of arguments	**::**	**25.09.2026**
Date on which judgment was reserved	**::**	**25.09.2026**
Whether the full judgment or only the operative part is pronounced	**::**	**Full Judgment**
Date of pronouncement	**::**	**27.10.2026**

1. Since the facts, grievances and questions arising for consideration in the aforesaid writ petitions are substantially similar, with the consent of learned counsel for the parties, the matters have been heard together and are being decided by this common judgment. For the sake of convenience, the facts mentioned in S.B. Civil Writ Petition No. 418/2026 are being taken into consideration, unless the context otherwise requires.

2. The petitioners have preferred the present writ petitions assailing the action of the respondents in discontinuing

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their contractual engagement and substituting them with other persons through a placement agency.

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3. The facts, as pleaded in Writ Petition No. 418/2026, are that the petitioner was engaged on the post of Block Coordinator under Zila Swachhta Mission, Zila Parishad, Bharatpur, in the year 2020. He joined the post on 16.12.2020 pursuant to order dated 15.12.2020. It is asserted that even prior to his engagement as Block Coordinator, the Chief Executive Officer had forwarded the petitioner's name to the Director, Swachh Bharat Mission, vide communication dated 20.09.2019, for consideration. The respondents extended the petitioner's contractual engagement for the financial year commencing on 01.04.2025 and ending on 31.03.2026, vide order dated 23.05.2025. The said order provided for obtaining the services of Project Coordinators, Accountants, M&E-cum-MIS personnel and Block Coordinators through ARAVALI (Association for Rural Advancement through Voluntary Action and Local Involvement), an autonomous Government NGO, in accordance with the applicable arrangement and rules. According to the petitioner, the Panchayat Samiti, Pahadi and the placement agency subsequently issued service and experience certificates dated 02.09.2025, 10.12.2025 and 30.12.2025, certifying petitioner’s continuous and satisfactory service without any complaint.

4. The controversy arose when officials of ARAVALI issued a communication dated 24.12.2025 to the Director, Swachh Bharat Mission, forwarding a list of persons for engagement against the aforesaid posts, wherein the petitioner's name was omitted and

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another person was proposed in his place. A further communication dated 29.12.2025 was issued to the Chief Executive Officer, Zila Parishad, Bharatpur, forwarding a list of candidates for the concerned posts in the district. The said communication was marked to the Block Development Officers for compliance by 31.12.2025.

5. The petitioner's grievance is that pursuant to the aforesaid communications, he was prevented from discharging his duties and was effectively removed from the post of Block Coordinator, notwithstanding the subsisting extension of his engagement. Neither a written order of termination was served upon him, nor was any notice issued or opportunity afforded to him before his replacement. Petitioner further asserts that a contractual employee cannot be replaced by another contractual employee, particularly when his services have been extended and no allegation of misconduct, inefficiency or unsatisfactory performance has been made against him.

6. The respondents have opposed the writ petition, primarily on the ground that the petitioner was never appointed or employed by the State authorities. According to them, the petitioner was engaged through M/s Brijgopal Seva Samiti, a placement agency, in the year 2020, and his remuneration was paid through the said agency in accordance with the norms and guidelines governing the Swachh Bharat Mission.

7. It is contended that the placement agency is an independent entity exercising administrative and contractual control over the recruitment, deployment, continuation and

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disengagement of its personnel. The role of the State authorities is confined to releasing contractual payments to the concerned service provider in accordance with the applicable agreement and government guidelines. Consequently, no relationship of employer and employee exists between the petitioner and the answering respondents.

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8. The respondents have further submitted that the State Government, pursuant to its Budget Announcement for the financial year 2025–26, took a policy decision to gradually discontinue engagements made through placement agencies and to establish an institutional mechanism under the Personnel Department for such engagements. In furtherance thereof, directions were issued on 23.05.2025 for obtaining the services of personnel, including Block Coordinators, through ARAVALI Institute. According to the respondents, ARAVALI Institute, acting independently and in compliance with the aforesaid policy decision, issued communications dated 24.12.2025 and 29.12.2025. The respondents contended that the Government officials have not terminated, removed or disengaged the petitioner, and any change in his deployment, if any, was effected by the concerned placement agencies. Hence a prayer to dismiss the writ petition has been made.

9. Learned counsel for the petitioner submitted that the action of the respondents is manifestly arbitrary and cannot be sustained in law. The petitioner had been working continuously since December 2020, his engagement had been extended up to 31.03.2026, and his service record was supported by attendance

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records, appreciation certificates and experience certificates issued by the authorities concerned. In the absence of any adverse material against him, his replacement by another contractual employee is wholly unjustified.

10. Learned counsel further submitted that the State authorities cannot evade their constitutional and statutory obligations by placing a placement agency between themselves and contractual personnels engaged for the implementation of a government scheme. The order dated 23.05.2025 demonstrates that the engagement of Block Coordinators continued under the same scheme, although the arrangement for sourcing personnel was changed. A mere change in the placement agency cannot, by itself, furnish a lawful justification for displacing an existing contractual employee and substituting him with another.

11. It was further argued that the protection afforded by Rajasthan Contractual Hiring to the Civil Post Rules, 2022 (hereinafter to be referred as 'the Rules of 2022'), more particularly Rules 18 and 19, cannot be denied merely because the petitioner was initially engaged through a placement agency. In support of his submissions, learned counsel for the petitioner has placed reliance upon the judgment dated 26.08.2025 passed by the Division Bench of this Court at Principal Seat, Jodhpur in **Rodu Lal & Others vs. The State of Rajasthan & Others, (D.B. Civil Writ Petition No. 11737/2024 & other connected writ petitions)**.

12. Per contra, learned counsel for the respondents submitted that the petitioner was never an employee of the State

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Government or the Zila Parishad. His engagement and service conditions were regulated by the placement agency, which was competent to deploy or replace its personnel in accordance with the contractual arrangement. It was argued that the Government's decision to gradually discontinue the placement-agency engagements was a policy decision taken in the public interest and the consequential change in deployment does not confer any enforceable right upon the petitioners to continue with the earlier arrangement. Reliance has been placed upon the judgment dated 20.12.2021 passed by the Division Bench of this Court at Jaipur in **Rakesh Kumar & Others vs. State of Rajasthan & Others, (D.B. Special Appeal (Writ) No. 1040/2021 and connected matters)**.

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13. It was also argued on behalf of the respondents that the Rules of 2022 do not apply to the petitioner and, consequently, no violation of Rules 18 and 19 of the Rules of 2022 can be alleged. Hence, learned counsel prayed for dismissal of the writ petitions filed by the petitioners.

14. Having considered the pleadings, the rival submissions and the material placed on record, at the outset, it requires to be observed that the mere fact that an individual is engaged on a contractual basis does not confer upon him an indefeasible right to continue in service indefinitely. Nor does the continuation of a government scheme, by itself, entitle every contractual employee to automatic renewal of his engagement. Nevertheless, contractual employment under public authorities cannot be regulated by arbitrary or undisclosed standards. The exercise of

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contractual powers by State instrumentalities remains subject to the constitutional mandate of fairness, non-arbitrariness and equality enshrined in Article 14 of the Constitution of India.

15. The question, therefore, is not whether the petitioners possess any absolute right to remain in service, but whether the respondents could lawfully displace them during the period for which their contractual engagements had been extended, by substituting other persons.

16. The material placed on record indicates that the petitioner had been working as Block Coordinator since December 2020. His engagement was extended by the order dated 23.05.2025 for the financial year 2025–26 and the record includes certificates evidencing his service and satisfactory performance. The respondents have not disclosed any complaint, misconduct or deficiency in the petitioner's performance that occasioned his displacement.

17. It is equally significant that the respondents have not pleaded that the post of Block Coordinator was abolished or that the work under the scheme had ceased or that the requirement of such personnel had come to an end. On the contrary, the communications dated 24.12.2025 and 29.12.2025 indicate that some other persons were being identified for engagement against the very posts in question. Thus, the material suggests that the requirement of Block Coordinators continued, although the agency through which their services were to be obtained was changed.

18. A distinction must, therefore, be maintained between a lawful decision to discontinue a particular contractual arrangement

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and an arbitrary decision to displace an existing contractual employee while continuing to obtain the same services through another person. The former may be justified by the terms of the contract, a genuine policy change or the cessation of the requirement; the latter cannot be sustained merely by describing it as a change in deployment.

19. The respondents have relied upon the State Government's policy decision to phase out engagements through placement agencies. A policy decision, undoubtedly, falls within the domain of the competent authority, subject to compliance of legal requirements. However, the existence of such a policy does not establish that every person previously deployed through an agency may be displaced arbitrarily, irrespective of the subsisting terms of engagement and the legal framework governing the post.

20. The respondents have not placed before this Court the relevant agreement with the earlier placement agency, the terms governing the petitioners' deployment, or any specific contractual stipulation demonstrating that the petitioners could be displaced in the manner adopted in the present case notwithstanding the extension of his engagement. The communications under challenge, as described in the pleadings, merely forward lists of candidates and omit the petitioner's name. They do not disclose any reason particular to the petitioner for discontinuing his services.

21. The next question arises about the applicability of the Rules of 2022. The respondents have taken an unequivocal stand that those Rules do not govern the petitioners because they were

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engaged through placement agencies. Such a contention cannot be accepted as an absolute proposition of law.

22. In **Rodu Lal & Others (supra)**, the Division Bench of this Court at Principal Seat Jodhpur considered the question whether contractual personnel engaged through placement agencies could be excluded from the ambit of Rule 3 of the Rules of 2022 merely because their engagement was routed through an intermediary. After considering the Relevant Rules and applicable precedents, the Division Bench held that Rule 3 of the Rules of 2022 was required to be interpreted harmoniously and that contractual personnel engaged through placement agencies could not be denied the benefit of the Rules merely on account of the mode of their engagement, provided that the prescribed conditions were fulfilled. The Division Bench of this Court emphasised that there ought not to be discrimination between contractual employees engaged directly and those engaged through placement agencies where the relevant statutory requirements were otherwise satisfied. The operative directions required the individual cases to be examined in the light of the conditions prescribed under Rule 3 of the Rules of 2022. The relevant part of the above judgment is being reproduced as under:

> *"16. The following questions arise for consideration of this Court :-*
>
> *(a) Whether Rule 3 of the Rules of 2022 has to be read harmoniously in a manner to include the persons appointed on contractual basis through the placement agency or not? (b) Whether Rule 3 of the Rules of 2022 excluding the persons appointed on contractual basis through placement agency discriminates petitioners and therefore violates Article 14 of the Constitution of India?*
>
> *21. In light of the affidavit filed by the respondents, this Court deems it appropriate to evaluate the scheme under the Rules of*

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2022. By promulgation of Rules of 2022, the State Government had taken a decision to deprecate the practice of hiring the persons on contractual basis and the persons who were already working on contractual basis have been brought under the Rules to be regulated by the same. Under the scheme of the Act, after the implementation of the Rules of 2022, hiring on contractual basis has to be done according to the procedure provided under the said Rules.

22. Further, there is nothing in the Rules which states that the persons already hired on contractual basis in accordance with Rule 3 under the schemes, prior to the implementation Rules of 2022, are to be discharged.

23. However, the State in its reply had denied the benefit of the Rules of 2022 to the petitioners on two counts, one that the petitioners have been appointed through the placement agency, and secondly that the petitioners have not been appointed through issuance of a public advertisement.

25. Under Rule 3, four conditions are necessary for application of the Rules of 2022. Firstly, that the post has to be created by the Administrative Department; secondly, there has to be concurrence of the Finance Department; thirdly, the individuals should have been selected by inviting applications through public advertisement, and fourthly, the individual working on the post must be on contract basis. Under the said Rule, there is per se no differentiation between the contractual employees who have been appointed either by the government or through the placement agency. The Rule does not categorize such contract as either direct or indirect contract.

34. The Court is of the firm opinion that the said Rules have been framed with an object to regulate the contractual employees engaged under various schemes by the State. The Rules of 2022 does not carve out a distinction between the employees appointed on contractual basis either directly by the Government or through a placement agency. However, by way of caution, it is clarified that the persons who are appointed by the placement agency only after inviting applications by way of public advertisement are to be considered and not the persons appointed without there being any public advertisement, as the absence of public advertisement may lead to the back-door entries.

35. Further, this Court is of the opinion that the notification promulgating the Rules of 2022 does not provide for any substantive right to claim regularization and therefore, the argument of the respondents that the contractual employees appointed through placement agency cannot claim the right of regularization as there is no privity of contract between the State and employee is not tenable and the judgments cited on this issue are not relevant for decision of the present controversy.

40. This Court is further of the firm opinion that if the respondents continue with the services of the petitioners, without covering them under the Rules of 2022 would be against the principles as enumerated by the Hon'ble Apex Court in a catena of judgments wherein the Court has opined that the practice of appointment of contractual employees without any rules would lead to a situation of exploitation by the employer. With this intent only, the Rules of 2022 have been framed and therefore, the benefit of the said rules cannot be denied to the

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petitioners and similarly situated persons merely on the count of having been appointed through placement agency.

41. In light of the aforesaid facts & findings and the judgments, this Court is of the opinion that Rule 3 of the Rules of 2022 has to be read harmoniously, whereby, the petitioners and similarly situated persons, who have been appointed through placement agency after issuance of public advertisement are to be covered under the ambit of Rule 3 of the Rules of 2022. Since, the above rule has been read harmoniously in favour of the petitioners, therefore, there is no requirement to decide question No. (b), which was framed under para 13. The harmonious reading of the Rule itself clarifies that, there ought to be no discrimination between the contractual employees appointed through placement agency as well as the contractual employees appointed directly.

42. For the aforesaid reasons, the writ petitions are allowed in the following terms :

(i) The respondents shall consider the individual case of each contractual employee, appointed prior to enforcement of the Rules of 2022 strictly in accordance with Rule 3 of the Rules of 2022, meaning thereby, that if an employee has been appointed on a post created by the Administrative Department with the concurrence of the Finance Department and the appointment has been through issuance of a public advertisement further without there being any differentiation whether the public advertisement has been issued by the State Government or by the placement agency.

(ii) If the case of the individual is in conformation with the Rule 3 of the Rules of 2022, as interpreted above, then the benefit of the Rules of 2022 shall be extended to such petitioners."

23. The significance of the aforesaid judgment in the case of **Rodu Lal (supra)** lies in its rejection of the proposition that engagement through a placement agency, by itself, constitutes a sufficient ground for excluding a contractual employee from the protective framework of the Rules of 2022. The mode of engagement cannot be treated as conclusive without examining the substantive conditions prescribed by the Rules. At the same time, judgment in the case of **Rodu Lal (supra)** does not dispense with the conditions prescribed under Rule 3 of the Rules of 2022. The applicability of the Rules of 2022 depends upon the relevant requirements, including the creation of the post by the Administrative Department with the concurrence of the Finance

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Department and selection through a public advertisement, as applicable to the engagement in question. The mere fact that the petitioners were engaged through an agency does not conclusively establish their eligibility and merely that fact cannot be the sole reason for excluding them. The respondents have not established that the petitioners' cases were examined against the criteria laid down in Rule 3, or that they were found ineligible on any specific ground other than the mode of engagement.

24. Accordingly, the respondents' blanket assertion that the Rules of 2022 are inapplicable merely because the petitioners were initially engaged through placement agencies cannot be sustained. Their claims must be examined in the light of Rule 3 of the Rules of 2022, as interpreted by the Division Bench in the case of **Rodu Lal (supra)**, and the respondents cannot bypass that exercise by relying solely upon the identity of the agency through which the engagement was made.

25. This Court is of the considered opinion that if the petitioners are found to be covered by the Rules of 2022, the competent authority cannot disregard the applicable procedure prescribed for revocation or termination under the aforesaid Rules. However, this Court is also of the view the applicability of Rules 18 and 19 of the Rules of 2022 cannot be presumed independently of Rule 3 of the Rules of 2022. The petitioners must first be found to fall within the ambit of the Rules of 2022. The decision in **Rodu Lal (supra)** requires an examination of that foundational question, and the statutory safeguards must thereafter be applied in accordance with the nature of the action proposed or taken.

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26. The respondents have placed reliance upon the judgment in the case of **Rakesh Kumar & Others (supra).** In the aforesaid decision, the Division Bench considered an arrangement in which the agreement between the Government and the service provider contemplated the provision of a workforce for implementation of a scheme. In the factual context of that case, the Division Bench of this Court observed that there was no privity of contract between the Government and the individuals supplied by the service provider. The principle emerging from the above judgment of **Rakesh Kumar & Others (supra)** cannot be disputed. However, the decision must be applied in the factual and legal context in which it was rendered. The issue in the present cases is not confined to the existence of privity of contract between the petitioners and the State. It also concerns the effect of the order extending his engagement, the legal basis for his displacement during the stated contractual period, the continuation of the requirement for Block Coordinators, and the respondents' categorical denial of the applicability of the Rules of 2022 solely on account of engagement through an agency. Judgment in **Rakesh Kumar & Others (supra)** does not address the question as to whether contractual employees engaged through placement agencies can be excluded from the Rules of 2022 merely on account of the mode of engagement.

27. Further, it is a settled principle of service jurisprudence that the power to engage contractual personnel does not confer an unrestricted discretion to act arbitrarily. The decision in **State of Haryana vs. Piara Singh, (1992) 4 SCC 118**, recognises the

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principle that an ad hoc or temporary employee should not ordinarily be replaced by another employee of the same temporary character, except in accordance with law. The principle is intended to prevent arbitrary displacement and to ensure that the temporary nature of an engagement is not used as an instrument of exploitation. The principle, however, does not confer a right to permanent employment or prevent the competent authority from making a lawful change in the mode of engagement. Its application depends upon the nature of the post, the terms governing the existing engagement, the continuity of the work and the legal basis for the proposed replacement.

28. In the present cases, the petitioners have placed material on record showing continuous engagement, extension of contractual services for the financial year 2025–26 and certificates evidencing satisfactory service. The respondents have not controverted the existence of the communications proposing other persons in their places, nor have they established that the work had ceased to exist or that the petitioners' displacements were necessitated by any deficiency in their performance.

29. The impugned actions, therefore, cannot be sustained merely by describing the arrangement as one involving an independent placement agency. If the engagement is covered by the Rule 3 of the Rules of 2022, the applicable statutory safeguards contemplated under the Rules before discontinuation of the concerned employee must be followed.

30. This Court is conscious and mindful that a contractual employee cannot claim an indefeasible right for continuation in

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service merely because his previous service was satisfactory. However, where an engagement has been expressly extended for a specified period, the displacement of the existing employee in favour of another contractual person, without demonstrating compliance with the governing terms or Statutory Rules, if any, calls for judicial scrutiny.

31. Needless to observe that the absence of a separate show-cause notice does not, in every case of contractual termination, automatically invalidate the action. The requirement of notice and hearing depends upon the governing statutory provisions, contractual terms and the nature of the action.

32. In view of the foregoing discussion, the impugned actions, insofar as they displace the petitioners without establishing compliance with the applicable contractual and statutory framework, cannot be sustained. The writ petitions deserve to be allowed.

33. Accordingly, all the above writ petitions are allowed in the following terms:

(i) The impugned actions of the respondents, insofar as they resulted in the petitioners' displacement/ termination from the post of Block Coordinator or any other post without establishing a lawful basis under the governing contractual and statutory framework, are hereby quashed and set aside.

(ii) The respondents shall examine the petitioners' eligibility for coverage under the Rajasthan Contractual Hiring to Civil Posts Rules, 2022, in accordance with Rule 3 thereof. The petitioners'

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claim shall not be rejected merely on the ground that they were initially engaged through a placement agency.

(iii) If the Rules of 2022 are found inapplicable, the petitioners shall not be entitled for any relief as claimed by them.

(iv) If the petitioners are found to be covered by the Rules of 2022, then they shall be entitled for reinstatement and consequential benefits, and any decision concerning his continuation or termination shall be taken strictly in accordance with the applicable provisions of the said Rules, including Rules 18 and 19 thereof, as the case may be.

(v) The competent authority shall undertake the aforesaid exercise by passing a reasoned and speaking order within a period of six weeks from the date of receipt of a certified copy of this judgment, after affording the petitioners an opportunity of hearing.

34. It is hereby clarified that this judgment shall not be construed as conferring upon the petitioners any right to regularisation or permanent absorption, or as creating an indefeasible right to continuation beyond the period permissible under the governing contractual and statutory framework.

35. Pending application (s), if any, shall also stand disposed of.

36. Office is directed to place a copy of this judgment on record of each writ petition.

(ANAND SHARMA),J

MANOJ NARWANI

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