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\* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% **Reserved on: 10.09.2020**  
**Pronounced on: 23.09.2020**

+ W.P.(C) 4418/2020 & CM APPL. 15915/2020

MOHIT DAHIYA ..... Petitioner

Through: Mr. Rishi Sood, Advocate

versus

DELHI POLLUTION CONTROL COMMITTEE ..... Respondent

Through: Ms. Avnish Ahlawat, Standing  
Counsel GNCTD (Services) with  
Ms. Palak Rohmetra, Advocate

**CORAM:**  
**HON'BLE MS. JUSTICE JYOTI SINGH**

**JUDGEMENT**

1. Present petition has been filed seeking a direction to the Respondent to continue the Petitioner on contractual basis as Trainee Engineer and not replace him with a similarly situated contractual employee.

2. Court is once again faced with the legal issue of replacement of one contractual employee with another contractual employee in the present case, which has come up time and again before the Courts and in my view the law on this is well settled.

3. The brief facts which need to be mentioned can be encapsulated as under:-

- a. Petitioner herein is a Post Graduate with M.Sc. in Environmental Science, a Degree he acquired in May, 2016. The Respondent/Delhi Pollution Control Committee came into existence on 01.06.1991 and is an Autonomous Body to which the powers were delegated by the Central Pollution Control Board under Section 4 (4) of the Water (Prevention and Control of Pollution) Act, 1974 and Section 6 of the Air Prevention and Control of Pollution) Act, 1981.
- b. Petitioner applied against the vacancy of Trainee Engineer published by the Respondent in the year 2017, wherein one of the qualifications for the said Post was M.Sc. on a full time regular basis from a recognized University. Petitioner received a letter dated 14.02.2017 informing him that the interview for the selection of Trainees would be conducted by the Selection Committee on 21.02.2017. It was also mentioned that the selection was for a period of six months on a fixed remuneration and purely on temporary basis.
- c. On successfully clearing the interview, Petitioner was selected as a Trainee on 28.06.2017 for a period of six months and an offer letter dated 04.07.2017 was issued by the Respondent. The period of training was to terminate automatically on the expiry of six months unless extended

by the Competent Authority and the Petitioner was to be paid a stipend of Rs. 15,000/- per month during the training period.

- d. On receipt of the offer letter, the Petitioner joined the Respondent and vide Office Order dated 25.07.2017 he was Posted in CMC-II cell. It is the case of the Petitioner that after he joined, he was informed that as per practice and norm in the Department, the Petitioner's initial tenure would be continued after a notional break of one day and he would be entitled to continue in this manner for a period of three years. Petitioner thereafter continued to do the work assigned to him by the Senior Officers with dedication and sincerity. Vide Officer Order dated 11.05.2018 he was transferred from Department of CMC-III to Water Lab Department and even there, he performed his duties diligently and his tenure was extended from time to time after expiry of every six months with one day notional break.
- e. Vide order dated 12.02.2020 the Respondent further extended the tenure of the Petitioner for six months w.e.f. 14.01.2020 indicating in the order that he had successfully completed the tenure of 30 months and the extension was on a stipend of Rs. 28,000/- per month. Respondent also, on the asking of the Petitioner, on 12.03.2019 had issued an experience certificate in favour of the Petitioner certifying

that he had been working in the organization as a Trainee from 06.07.2017.

- f. On 13.03.2020 the Respondent published a vacancy notice for 17 posts and invited applications for engagement of Trainee Engineer on stipend basis wherein the qualification sought were B.E/B.Tech/M.Sc./MCA with First Division on full time regular basis from a recognized University/Institution. The vacancy notice was also for the post on which the Petitioner was continuing as a Trainee. The Petitioner in the meantime appeared for improvement in certain subjects in M.Sc. (Environment Science) in May, 2019 and secured a First Division and became eligible for applying against the said vacancy notice. However, he was debarred from applying as according to the Administrative Department of the Respondent, a Trainee could not re-apply, having been appointed once and the 3 years tenure having expired.
- g. Respondent vide order dated 08.07.2020 made appointments of 23 employees as Trainees on temporary basis for a period of six months. On 13.07.2020 when the Petitioner reported to the Office of the Respondent he was informed that his services were no longer required and he need not come to the Office from 14.07.2020, as he had completed 36 months/3 years as Trainee Engineer with the Department.

h. The Petitioner immediately on 13.07.2020 gave a representation seeking extension of his engagement as a Trainee Engineer on contractual basis. However, the Petitioner was not permitted to continue and having no option approached this Court and filed the present petition.

4. Learned counsel for the Petitioner contends that the Petitioner had dedicatedly and diligently performed his duties and there was no reason for not extending his contractual term after 13.07.2020. He submits that pursuant to the vacancy notice dated 13.03.2020 the Respondent appointed 23 trainees on a temporary basis for a period of six months. As per the settled law an *ad hoc* or temporary or contractual employee cannot be replaced by any other *ad hoc* or temporary or contractual employee and can only be replaced by a regularly selected employee. Thus, the Petitioner could not be replaced by another temporary employee and the action of discontinuing his services was impermissible in law. Learned counsel places reliance on the judgement of *State of Haryana v. Piara Singh*, [(1992) 4 SCC 118] rendered by the Supreme Court on 12.08.1992 as well as the judgement in *Abhinav Choudhary v. Delhi Technological, Writ Petition (Civil) No. 3512/2014 and Writ Petition (Civil) No. 3834/2014 decided on January 20, 2015*, wherein it has been held that a contractual appointee cannot be replaced by another contractual appointee. Reliance is also placed on a judgement of the Supreme Court in *Mohd. Abdul Kadir v. Director General of Police*, [(2009) 6 SCC 611] wherein it was held that a person who is employed under a scheme must continue till the continuation of the scheme and

cannot be terminated before its expiry, except on disciplinary grounds or unsatisfactory service or medical grounds or attaining the age of retirement. Paras 17 and 18 of the judgement relied on are as under: -

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

*18. We are therefore of the view that the learned Single Judge was justified in observing that the process of termination and reappointment every year should be avoided and the appellants should be continued as long as the Scheme continues, but purely on ad hoc and temporary basis, coterminous with the Scheme. The Circular dated 17-3-1995 directing artificial breaks by annual terminations followed by fresh appointment, being contrary to the PIF Additional Scheme and contrary to the principles of service jurisprudence, is liable to be quashed.”*

5. The argument is that the vacancy notice clearly reflects that the Respondent is appointing the Trainees on contractual basis on similar terms on which the Petitioner was continuing and not regular appointees

and thus there is no reason why the services of the Petitioner should be discontinued.

6. Learned counsel further contends that the applications under the vacancy notice were sought with the required educational qualification being M.Sc. with First Division from recognized University and the Petitioner fulfils the said qualification and cannot be debarred from consideration. Even assuming for the sake of argument that the term of the Petitioner was not liable to be automatically continued, he is entitled for a consideration along with the others who applied against the Vacancy Notice dated 13.03.2020. The Respondent has in fact also overlooked the recommendation made by the immediate superior of the Petitioner on 18.06.2020, recommending his extension with the Department for a period of one year. The argument is that once the Petitioner has the requisite qualifications, has been dedicatedly working without any complaint and the work is of a perennial nature, Respondent is legally obliged to extend the term of the Petitioner or in the alternative atleast consider him against the fresh vacancy notice.

7. Counter affidavit has been filed on behalf of the Respondent. Mrs. Avnish Ahlawat appearing for the Respondent argues that the Petitioner has no legal right to continue as a Trainee Engineer as his appointment was only a short term appointment under a policy framed by the Respondent, regarding engagement of Trainees, to assist the technical staff in DPCC in the Environment Department of Government of NCT of Delhi. She submits that the Trainees are inducted in two categories for a maximum period of 3 years. Trainee-I is a category where individuals

with qualification of B.E/B.Tech/M.Sc./MBA/MCA with First Division on full time regular basis from recognized University/Institution are inducted. They are paid fixed monthly stipend of Rs. 15,000/- for first year of engagement, Rs. 18,000/- for second year and Rs. 21,000/- for the third year. Trainee-II is a category where individuals with qualification of B.Sc./Diploma with First Division on full time regular basis from recognized University/Institution are inducted. They are paid fixed monthly stipend of Rs. 12,000/- in the first year, Rs. 14,000/- in the second and Rs. 16,000/- for the third year.

8. She submits that as per the policy, the Trainees are initially engaged for a period of six months and after a break in the tenure, the engagement can be further extended in spells of six months but upto a maximum period of three years. The engagement is not against any sanctioned Post. In this regard, learned counsel draws the attention of the Court to the Minutes of the Meeting of the Committee regarding engagement of Trainees held on 23.02.2012, where the earlier policy was re-visited and the present policy was formulated.

9. Learned counsel contends that as per the policy, Petitioner was engaged on 14.07.2017 as a Trainee-I purely on temporary basis for a period of six months, which was liable to be automatically terminated on expiry of six months unless extended by the Competent Authority. There was a clear stipulation that temporary appointment will not confer any claim for any Post in the DPCC. Explaining the nature of the appointment, Mrs. Ahlawat submits that the appointment of a Trainee is not akin to a contractual employment against any sanctioned Post. A



Trainee is paid a stipend like JRF/SRF engagements in some research Institutes and the Petitioner was fully aware that his appointment would only continue upto a maximum period of 3 years maximum. The objective of the policy is to engage the Trainees to provide assistance to the Department as well as to give practical experience to a fresh Graduate in the field of Engineering or Environment. The engagement being temporary has come to an end by efflux of time and the Petitioner cannot claim that his services should be continued.

10. Mrs. Ahlawat argued that the nature of the appointment as a Trainee is completely different from an appointment on contractual basis and this is clearly reflected from the noting of the Chief Secretary, Government of NCT of Delhi dated 28.12.2011, while appreciating the efforts made by the DPCC. She submits that the Trainees are appointed to assist the Department and to give practical exposure of working in the field of Environment to fresh Graduates and thus the engagement is restricted to a maximum of 3 years, so that more and more fresh Graduates are able to get the exposure and train themselves in the field, which would help them in securing a job in future. Once the Petitioner got the requisite training he has to give way to the other Graduates who are waiting for a similar opportunity. Since the appointment is not a contractual appointment to any post, it is argued that the judgements in the case of *Piara Singh (supra)* and *Abhinav Choudhary (supra)* relied upon by the Petitioner are clearly distinguishable. For the same reason, it is argued that the Petitioner cannot be permitted to re-apply as there is no

element of employment but only a training and it is reiterated that it is like any training/internship.

11. Mrs. Ahlawat relies on the judgement of the Supreme Court in *Director, Institute of Management Development, U.P. v. Pushpa Srivastava, (1992) 4 SCC 33* wherein the Court has held that the appointment being purely *ad hoc* and on contract basis for a limited period, the employee had no right to remain on the post after the expiry of the period. Reliance is also placed on the judgement in *Vidyavardhaka Sangha v. Y.D. Deshpande, (2006) 12 SCC 482* for the same proposition.

12. In so far as the work or conduct of the Petitioner is concerned, Mrs. Ahlawat submits that there is no dispute that his work was satisfactory and that he got versatile experience in different fields of environment while working with the Respondent. Petitioner had requested for an experience certificate as he wanted to apply for the Post of Scientific Officer and Junior Scientific Officer in Himachal Pradesh Public Service Commission. Since he was only a Trainee, he was not required to obtain No Objection Certificate for applying for any examination for any employment as the Rule of providing a No Objection Certificate does not relate to contractual employment.

13. Counsel for the Petitioner in rejoinder argues that there was nothing in the Vacancy Notice or any of the Minutes relied on by the Respondent, which even remotely reflects that the Petitioner could not have continued after expiry of three years and significantly there is not even a whisper that the Trainees cannot re-apply after the 3 years' tenure

has expired. As far as the judgements in the case of *Director, Institute of Management Development, U.P. (supra)* and *Vidyavardhaka Sangha (supra)* are concerned, learned counsel submits that the said judgements do not apply to the present case as, in those cases, the issue of replacement of a contractual employee with another set of contractual employees was not considered. The law has been clearly enunciated by the Supreme Court that an *ad hoc* or contractual employee cannot be replaced by another set of contractual employees and the Petitioner in the present case is not claiming regularization but only his right to continue as a Trainee, till a regular employee is appointed. Responding to the Minutes dated 23.02.2012 of the Committee it is argued that this is nothing but a self-serving document of the Respondent and is not supported by Rules or Regulations to that effect.

14. I have heard the learned counsels for the parties and examined their rival contentions.

15. From the conspectus of facts narrated above, it is clear that the appointment of the Petitioner as a Trainee was initially for a period of six months, purely on temporary basis on a stipend of Rs. 15,000/- per month. It was stated in the offer letter that the period of training shall automatically be terminated on expiry of six months unless extended by the Competent Authority and that the appointment will not confer any right to claim any post in the DPCC. Office order dated 25.07.2017 issued consequent upon the joining report also contained a stipulation to that effect. Significantly, the subsequent extension orders also stipulated that the engagement was on temporary basis for a period of six months

subject to automatic termination on the expiry of six months, unless extended. Office orders of extension have been placed on record by the Petitioner. Experience Certificate dated 12.03.2019 which has been heavily relied upon by the Petitioner also certifies that the engagement of the Petitioner was as a Trainee and purely on temporary basis on a consolidated monthly stipend.

16. Carefully perusing the Vacancy Notice, the offer of appointment of the Petitioner and the orders of extensions, I find force in the contention of learned counsel for the Respondent that the Policy clearly envisaged appointment of the Petitioner only as a 'Trainee' engaged for six months subject to extension. The documents on record reflect that the intent was not to confer any employment against any sanctioned post but only to engage as a Trainee, with a dual purpose of assisting the officers on the technical aspects as well as to enable the Petitioner to acquire practical experience and exposure, which would facilitate in securing employment elsewhere. This is fortified by the Minutes of the Meeting of the Committee regarding the engagement of Trainees held on 23.02.2012. The Minutes of Meeting being relevant are extracted hereinunder:

**"Minutes of meeting of the Committee regarding Engagement of Trainees to assist the technical staff in DPCC and Environment Department, GNCTD held on 23.02.2012 in the Chamber of Hon'ble Secretary (Environment)-cum-Chairman, DPCC.**

*The policy regarding appointment/engagement of trainees to assist the technical staff in DPCC and Environment Department, GNCTD is in vogue for the last several years.*

*The Delhi Pollution Control Committee and Department of Environment, GNCTD have been feeling a need to induct some more trainees at a better remuneration and for a longer period of time since, the maximum period of their engagement of 02 years and the remuneration is not enough to attract good talent. In this regard, the Hon'ble Chief Secretary in his worthy observations vide U.O. No. 3098/Secy.(E&F) dated 28.12.2011 while appreciating the efforts made by the M.S., DPCC has endorsed the view as below:*

***“Need for inducting more trainees at a better remuneration and for a longer period is also welcome. However, number needs to be quantified and the terms of appointment should be such that there is no possibility of litigation in the court of law, leading to the regularization and consequential burden.”***

*The existing policy in this regard was reviewed by the concerned Committee of following Officers in the chamber of Hon'ble Secretary (Environment)-cum-Chairman, DPCC on 23.02.2012:-*

- 1. Secy.(E&F)-cum-Chairman, DPCC.*
- 2. Member Secretary, DPCC.*
- 3. Director (Environment), GNCTD.*
- 4. Chief Conservator of Forest, GNCTD.*
- 5. Sr. Scientific Officer (Env.).*

*After examination of the matter, the Committee formulated the following recommendations:-*

- 1. Regarding minimum qualification and monthly stipend:*

***TRAINEE-I***

- i) Minimum - B.E./ B.Tech/ M.Sc./ M.B.A./*

*Qualifications required*      *M.C.A. with First Division on Full Time regular basis from recognized University/ Institution*

ii) *Fixed monthly Stipend*      - *Rs. 15,000/-for 1<sup>st</sup> year of engagement, Rs. 18,000/- for 2<sup>nd</sup> year of engagement and Rs. 21,000/- for 3<sup>rd</sup> year of engagement.*

*Sd/-*

*(Keshav Chandra)*

*Secy.(E&F)-cum-Chairman,  
DPCC*

*Sd/-*

*(Sandeep Mishra)*

*Member Secretary,  
DPCC*

*Sd/-*

*(Dr. Anil Kumar)*

*Director  
(Environment)  
GNCTD*

17. On a nuanced scrutiny of the Minutes of Meeting referred to above, the Court is of the view that the Respondent is right in contending that the appointment of the Petitioner as a Trainee was not a contractual employment as broadly understood in service jurisprudence against any sanctioned post. The appointment is akin to the appointment of interns/trainees in Research Institutes as brought out by the Respondent. The objective behind the engagement for temporary spells is to provide assistance to the Department and at the same time, help the Trainees to gain experience which increases their knowledge, exposure and confidence and gives a pedestal to secure a job in future. Petitioner therefore is not right in contending that he was appointed as an *ad hoc*/contractual employee as the nature of engagement is not even remotely close to an 'employment' in a Government Department.

18. Reliance by the Petitioner on the judgement of *Piara Singh (supra)* in my view does not inure to his benefit as by a plain reading of the judgement it is evident that the Supreme Court in the said case was concerned with appointments against the regular posts and was not dealing with a case where engagements are made on temporary basis, to impart training and not to confer employment. It is in the context of *ad hoc* or temporary appointments made against regular vacancies and which continue for a long time that the Supreme Court held as under:

*“45. The normal rule, of course, is regular recruitment through the prescribed agency but exigencies of administration may sometimes call for an ad hoc or temporary appointment to be made. In such a situation, effort should always be to replace such an ad hoc/temporary employee by a regularly selected employee as early as possible. Such a temporary employee may also compete along with others for such regular selection/appointment. If he gets selected, well and good, but if he does not, he must give way to the regularly selected candidate. The appointment of the regularly selected candidate cannot be withheld or kept in abeyance for the sake of such an ad hoc/temporary employee.*

*46. Secondly, an ad hoc or temporary employee should not be replaced by another ad hoc or temporary employee; he must be replaced only by a regularly selected employee. This is necessary to avoid arbitrary action on the part of the appointing authority.*

*47. Thirdly, even where an ad hoc or temporary employment is necessitated on account of the exigencies of administration, he should ordinarily be drawn from the employment exchange unless it cannot brook delay in which case the pressing cause must be stated on the file. If no candidate is available or is not sponsored by the*

*employment exchange, some appropriate method consistent with the requirements of Article 16 should be followed. In other words, there must be a notice published in the appropriate manner calling for applications and all those who apply in response thereto should be considered fairly.”*

19. In a recent case decided by this Court in **MS. Sonalika Bhargava v. Govt. of NCT of Delhi & Ors.** being W.P. (C) 2935/2020, decided on 28.08.2020 dealing with an appointment of the Petitioner as a Consultant, the Court distinguishing the proposition laid by the Supreme Court in **Piara Singh (supra)** held as under:

*“47. The argument of the Petitioner as a proposition of law, that a contract employee cannot be replaced by another contract employee cannot be negated. Petitioner is right in the contention that the Supreme Court in **Piara Singh (supra)** followed by this Court in **Anil Lamba (supra)** has clearly held so. But in my view, the proposition applies in a different context in service jurisprudence. The proposition cannot have any relevance in the present case, looking at the nature of the appointment in question. Legal Consultants are appointed intermittently to fill in the gaps, on purely contract basis. In fact, the post of Legal Consultant is not even a substantive or a permanent or a sanctioned post. The sanctioned post is that of Legal Assistant. Till such time that the posts of Legal Assistant are lying vacant, the Legal Consultants are hired. This confers no right to continue in perpetuity or for any specified term as the nature of appointment is not with an intent or purpose to bestow any employment. The appointment is at best comparable to panel lawyers of the various State and Central Government and cannot be treated as akin to an employment with a Government and cannot have any analogy to a contract of service under the Government, which is on a different threshold.”*



20. The matter can be looked at from another perspective. The second Vacancy Notice also throws light on the nature of the post involved and it is evident that the posts of Trainee are purely temporary in nature and the scheme envisages the filling up of the posts by Trainees and replaced only by Trainee. In this background the Petitioner cannot have any grievance once his engagement comes to an end by efflux of time, more particularly, when the policy is not under challenge. In this context, I may refer to a judgement of the Kerala High Court in ***Resmi R.S. and Others v. Government of India, Represented By Secretary to Government, Department of Women And Child Development and Others, 2019 SCC OnLine Ker 2649*** wherein the Petitioners were working in different posts in the District Child Protection Units in various districts in the State and challenged the move to terminate their services to induct another set of contract employees. Reliance was placed on ***Piara Singh (supra)***. The Court delved into the scheme of their appointment and came to a conclusion that the very scheme provided that the appointment of the staff was on contract basis and with a limited tenure. The reasons for opting the specific method of engagement was mentioned in the guidelines therein. The Government had taken a categorical stand, being the proponent of the scheme, that it was a deliberate decision to appoint the staff only on contract basis keeping the objective of the scheme in mind. In this background, the decision not to extend the contract of the employees once recruited beyond the period or extended period for which they were recruited was sought to be justified. The Court held as follows:

*“7. I have considered the contentions advanced. Reliance has been placed by the learned counsel for the petitioners on the decisions of the Apex Court and of this Court to contend that one set of temporary employees are not liable to be substituted by another set which would result in arbitrary exercise of power. However, in the instant case, the very scheme provides that appointment of staff is to be made on a contract basis and with a limited tenure. The reasons for opting for such a method of engagement of staff are also specified in Ext. R1(b) guidelines. The Central Government, who is the proponent of the scheme has also filed a statement stating that it was a deliberate decision to appoint staff in the scheme only on contract basis and this was intended with the best interests of the scheme in mind. It is stated that the process for recruitment and employment of staff is to be carried out by the Director, ICPS of the State in consultation with the State Principal Secretary/Secretary, Department of Women and Child Development at State level. The District level staff is recruited by the concerned District Magistrate. It is stated that in the instant case, the decisions had been taken not to extend the contract of the employees once recruited beyond the period or the extended period for which they had been recruited.*

*8. Having considered the contentions of the parties and having gone through the decisions of the Apex Court, I am of the opinion that in the specific nature of the scheme as also the appointments made and the intentions sought to be achieved, the petitioners who were engaged on short term contract basis would have absolutely no right to contend that their services are not liable to be terminated and that they are entitled to continue beyond the period of contract.*

*9. This Court in its judgment in W.P. (C) No. 22402 of 2018 and connected cases has considered the claim of persons appointed under the Mahatma Gandhi National Rural Employment Guarantee Scheme (MGNREGS) and*

*has held, after referring to all the judgments including the once relied on by the learned counsel for the petitioners in the instant case, that contractual employees under a Scheme can have no right to claim that they are entitled to continue in service after the agreed term of contract is over. In the instant cases as well, it is not in dispute before me that the term of contract in respect of the employees has expired. The decisions of the Apex Court relied on do not apply to the situation on hand.”*

21. Likewise, in the case of **Joginder Singh and others vs. Union of India and others, 2015 SCC OnLine P&H 9348**, the High Court of Punjab and Haryana held as follows:

*“15. Learned counsel for the petitioners have strenuously urged before me that the petitioners, who were contractual employees, could not be replaced by another set of contractual employees. To support their submission, they have relied upon several judgments of the Apex Court, this Court, as also other High Courts. In the case in hand, the posts in question are contractual in nature and as per the Scheme, are required to be filled up only on contractual basis. This part of the Scheme is not under challenge by the petitioners. That being so, posts, which are contractual in nature, would necessarily be filled up through employees, to be appointed on contract. The judgments cited by the counsel for the petitioners pertain to posts, which are regular in nature, wherein directions have been issued not to replace employees appointed on contract basis by another set of contractual employees till regular appointments are made. In view of the facts of the case in hand, this situation could not arise herein.”*

22. In view of the policy of the Respondent and the nature of appointment of the Petitioner and persuaded by the judgements referred

to above, this Court is of the opinion that the Petitioner cannot claim any right to continue as the Trainee Engineer beyond the period of three years which was the maximum period of engagement envisaged in the Policy. There is admittedly no challenge to the Policy and rather the appointment itself was under the terms of the said Policy.

23. Petitioner had lastly contended that even if his services cannot be directed to be continued further, a direction be issued to the Respondent to permit him to apply afresh and he be considered along with the other candidates under the Vacancy Notice dated 13.03.2020. The said relief cannot be granted to the Petitioner in view of the stand of the Respondent that the engagements are purely for the purpose of training and not to grant any employment and therefore, the Policy does not envisage the same Trainees being appointed repeatedly as fresh graduates have to be given an opportunity to train themselves and gain experience.

24. For all the aforesaid reasons, there is no merit in the petition and the same is accordingly dismissed with no orders as to costs. Pending application also stands dismissed.

**JYOTI SINGH, J**

**SEPTEMBER 23<sup>rd</sup>, 2020**

yo/rd