

Reserved on 27.04.2026

**CENTRAL ADMINISTRATIVE TRIBUNAL
ALLAHABAD BENCH, ALLAHABAD**

**Original Application No.360 of 2026
Allahabad this the 8th day of May, 2026**

Present:

Hon'ble Mr. Justice Rajiv Joshi, Member-(Judicial)**Hon'ble Mr. Anjani Nandan Sharan, Member- (Administrative)**

Sujit Kumar Soni, aged about 54 years,
S/o Late Shankar Lal Soni,
R/o 14/1/10A Mangalytan, Dr. Panna Lal Road,
Prayagraj-211002.

.....Applicant

By Advocate: Shri Vinod Kumar

Versus

1. Union of India through Chairman National Highway Authority of India, Plot No. G-5 & 6 Sector-10 Dwarka, New Delhi-110075.
2. The Regional Officer, NHAI, U.P. (East) Varanasi.
3. The Project Director, NHAI, Project Implementation Unit, 18 C/28A Sarojini Naidu Marg, Civil Lines, Prayagraj.

..... Respondents

By Advocate: Shri Pranjal Mehrotra

ORDER**Delivered by Hon'ble Mr. Justice Rajiv Joshi, Member-(Judicial)**

Heard Shri Vinod Kumar, learned counsel for the applicant and Shri Pranjal Mehrotra, learned counsel for the respondents.

2. The instant original application has been filed under section 19 of Administrative Tribunals Act, 1985 seeking the following reliefs:-

- I) *To issue a suitable order or direction, quashing and setting aside the impugned oral termination order w.e.f 31.03.2026 based upon the impugned Circular no.1.3.3.30/2026 dated 02.02.2026.*
- II) *To issue a suitable order or direction to quashing and setting aside the Circular no. 1.3.3.30/2026 dated*

02.02.2026 (Annexure No. A-1) to this OA with compilation no. I.

- III) To issue a suitable order or direction, restraining the respondents from replacing the applicant with any other set contractual employee.*
- IV) To issue a suitable order or direction, directing the respondents department to regularize the services of the applicant in view of the approval letter dated 29.01.2019 for appointment of the applicant issued from the office of the Competent authority Regional Office U.P. (East), Varanasi.*
- V) To issue any order or direction, which this Hon'ble Tribunal may deem fit and proper in the facts and circumstances of the case.*
- VI) To award the cost of the application to the applicant."*

3. The brief facts of the case, as stated by the applicant in original application are that the applicant was initially engaged in service on the post of Sr. Instrumentation Engineer vide Engagement letter dated 08.04.2003 whereby the engagement of the applicant was made under the nominated sub-contractor namely Devcon Chemicals Pvt. Ltd. After the engagement the applicant was deputed to work for the purpose of Construction of Naini Bridge Project Construction Site at Village-Adhay Chandpur, Mirzapur Road, Naini, Allahabad and, therefore, he joined the said post and started functioning w.e.f. 13.04.2003 and his services were extended from time to time. In para 4.6 of the original application it is stated that in the meantime, the nominated Contractor COWI-DIPL Consortium discontinued from the services of National Highways Authority of India (hereinafter referred to as NHAI). It is further stated in the original application that the final approval letter dated 29.01.2019 issued was from the Regional Officer to appoint the applicant on the post of Instrumentation Specialist Cum Site Engineer w.e.f. 17.04.2018 till finalization on new Contract. In view of the circular dated 02.02.2026 his services were orally terminated which is illegal and liable to be quashed.

4. In the short counter affidavit filed on behalf of respondents on 07.04.2026, it has been stated that the NHAI has not initiated any process to recruit or engage any person for the specific post of "Instrumentation Specialist" at the location. The applicant is not being replaced by another contractual employee, the role itself has been discontinued due to present situation. The primary reason for not extending the services for the above said post through outsourcing agency was due to the reason that the NHAI has already done thorough assessment for the post of "Instrumentation Specialist cum Site Engineer" and same was not required to be continued as of now.

4.1 It is also stated that the applicant was deployed on the post of Sr. Instrumentation Engineers since 2003 to 2018 by the third party/contractor/consultant. This deployment created an employer-employee relationship between the applicant and the said contractor/consultant and as such the NHAI had no role in hiring, service conditions, or payment of salary of the applicant.

4.2 It is further stated that after the agency, demobilized from the project, the NHAI had a temporary and emergent need for an Instrumentation Specialist for supervision of Instrumentation Specialized Work. Consequently, a fresh, short-term, and purely outsourcing arrangement was made to avail the services of the Applicant through a manpower supply agency. This does not establish any continuity of service or a direct relationship with NHAI. The Applicant was at all times an employee of the third-party agency.

4.3 It is further stated that the Applicant's deployment at NHAI was done through outsourcing agency for the time his services required by NHAI and as per last extension accorded by NHAI, the services for the above said post stands expired on 31.03.2026.

5. In the short rejoinder affidavit filed by the applicant on 13.04.2026 the applicant has reiterated almost the same submissions which have been stated in the original application.

6. We have heard the rival submissions of both the parties and gone through the records. The policy dated 02.02.2026 appended at page no.33 to 37 is quoted as under:-

*“NHA/Policy Guidelines/ Administration/2026
Policy Circular No. 1.3.3.30/2026 dated 02nd February, 2026
(Decision taken on ADMIN-11041/195/2025-0/0 GM (HR/Admin-11) Part (1) (Comp. No. 304821))*

Sub: Policy for engagement of "Site Engineers" at NHA ROS/PIUs-reg.

In order to address the shortage of Engineers at Project Sites and to strengthen the field offices, it was decided to recruit and appoint additional Site Engineers on a short-term contractual basis In PIUS/ROs. Accordingly, Policies were framed vide Circulars/Letters dated 28.11.2007, 27.01.2014, 09.08.2019, 02.11.2020 and 13.06.2022 prescribing the norms, procedures, remuneration, etc. for engagement of Site Engineers.

2. Executive Committee in its 697th meeting held on 30.12.2025 approved the EC Agenda Item No. 697.05 regarding Policy for engagement of Site Engineers at NHA RO/ PIUs prescribing the modalities to engage the Site Engineers which are as below:

(i) In order to improve the quality of Site Engineers being deployed in NHA ROS/PIUs and in order to eliminate any arbitrary decisions in selection of such crucial positions, there is a need to modify the eligibility criteria and terms of engagement of Site Engineers so that Competent and Meritorious Candidates are selected for this role for a limited time period through a transparent and non-discretionary process.

(ii) NHA! has developed Skill Bridge Portal for interview and empanelment of Key-Personnel for Supervision Consultancy assignments wherein candidates are screened for different Key-Positions based on their verified CVs on the INFRACON. On similar lines, it is decided that all the Placement Agencies appointed by ROs for engagement of Site Engineers should be required to get the Candidates registered on INFRACON Portal and the Candidates qualifying the Minimum Eligibility Criteria shall be screened by the system and such Candidates will be empanelled as per requirement. The Minimum Eligibility Criteria for screening of Site Engineers are as under:

<i>Minimum Educational Qualification</i>	<i>Marks</i>
<i>Graduation in Civil Engineering (B.E./B.Tech)</i>	<i>Minimum 70% (or 7.0 CGPA) in B.E./B.Tech for IIT/NIT Graduates. Minimum 75% for 7.5 CGPA) in B.E./B.Tech for Graduates from other Colleges. For Candidates with Post-Graduation (M.S./M.Tech/ M.SC/ M.E.) In any field of Civil Engineering from IIT/NIT, the Marks In Graduation for minimum eligibility shall be 60% (or</i>

	6.0 CGPA) irrespective of College.
Past Work Experience	Minimum 1 year in Civil Engineering Projects
Maximum Age at the date of Selection (i.e., entry)	30 years
Remuneration	Rs. 70,000 (Consolidated) with 5% Annual Increment
<i>(iii) The tenure of the Site Engineers is as under:</i>	
Tenure	Maximum 5 years (Including all previous stints as Site Engineer in any NHAI PIU/RO Office) 5-year distribution: Initially 2 Years Extendable by 3 Years (1+1+1)

(iv) Interview of the eligible Candidates through NHAI Skill Bridge Portal would help in avoiding subjectivity of interviews generally conducted at RO/PIU level and portal also keep a record of the interview for future reference and transparency. The candidates which successfully clear the interview should be empanelled for engagement by ROS.

(v) The current process of engagement of Placement Agencies to be continued and the eligible candidates from the empanelled pool on NHAI Skill Bridge portal shall be provided by the Placement Agency to the RO/PIU Office and existing Site Engineers and prospective Candidates may be encouraged to upload their CVs on INFRACON Portal.

(vi) This Policy shall be applicable prospectively for engagement of Site Engineers. However, the existing Site Engineers shall continue till approved engagement or extension period as the case may be and should not be considered for further extension in case he/she has completed cumulative engagement of 5 years with NHAI on or before 31st March 2026, whichever is later.

(vii) To ensure effective implementation of the maximum cumulative tenure of Five (5) years, NHAI HQ shall maintain a centralized database of all Site Engineers engaged across PIUS/ROs capturing details of their period(s) of engagement along with experience certificate Issued by concerned RO(s) or by the concerned PD(s) duly counter signed by respective RO. All PIUS/ROs and Placement Agencies shall verify and update engagement details in the centralized system prior to any fresh engagement or extension and no engagement or continuation shall be permitted unless duly verified through the centralized database.

(viii) The engagement of Site Engineers under this Policy is purely Contractual, Project Oriented and time-bound intended to meet Short-Term Project requirements only. Such engagement shall not create any claim, right or lien on Regular Appointment or Absorption irrespective of the duration of engagement or the nature of duties performed. The engagement of Site Engineers under this Policy shall remain distinct from Regular Employment in NHAI at all times.

3. This issues with the approval of the Competent Authority.

7. From the said engagement letter (which was not appended by the applicant) it is apparent that the applicant was appointed by the private agency. The letter dated 08.04.2003 is quoted as under:-

April 8, 2003

*To,
Mr. Sujit Soni,
NH-8, CR. Colony,
Vendon Avenue,
Matunga (C.R.),
Mumbai-400 019*

Sub: Appointment letter for the post of "Sr. Instrumentation Engineer"

Dear Mr. Sujit Soni,

We are pleased to issue you the letter of appointment for the post of "Senior Instrumentation, Engineer for our organization. The details of your post are as follows:

- 1. Designation: Senior Instrumentation Engineer*
- 2. Salary: Rs. 9500-00 (Lumpsum).*
- 3. Scope of work: Instrumentation (SCADA) system, Software configuration, sensor installation, site co-ordination, billing, communication and records, etc.*
- 4. System Maintenance and analysis.*
- 5. General site management.*

We welcome you as a part of our core group and as our partner in the development of the organization to help it reach the zenith of quality and performance. Good Luck.

*With Regards,
Vikram Bhanushali.
Director*

8. From perusal of the appointment letter as well as the policy made by the NHAI, it is apparent that NHAI has no role in appointment and the applicant's appointment was made through Private Agency, which was assigned the work for completion of Construction of Naini Bridge Project Construction Site at Village-Abhay Chandpur, Mirzapur Road, Naini, Allahabad.

9. The Hon'ble Supreme Court in Special Leave Petition (Civil) Nos.17711-17713 of 2019 in the case of The Municipal Council, rep. by its Commissioner Nandyal Municipality, Kurnool, District, A.P. decided on 16.12.2025 has held as under:-

“10. In view of the discussions made hereinabove and for the reasons aforesaid, the appeals are allowed. The impugned order dated 23.08.2018 passed by the High Court is set aside and the orders of the Tribunal stand restored.

11. Having passed the order, we feel that sometimes justice is required to be tempered with mercy as human factors cannot be totally lost sight of. In such view of the matter, we would require the appellant to look into whether the jobs which were being done by the respondents, in the background that they have not been disengaged or returned to the contractor on the ground of being unsatisfactory, having uninterrupted service under the appellant for decades can be regularized on posts, which prima facie appears to be perpetual in nature. We make it clear that this direction is limited for the purposes of the present case only as has been passed in the special facts it and circumstances of the present case and shall not be treated as a precedent in any other case. We expect the appellant to take a compassionate and sympathetic view in the matter.

12. The present appeals are de-tagged from the batch matters.

13. Pending application(s), if any, disposed of.”

10. The similar issue had already been decided by the Central Administrative Tribunal, Principal Bench, New Delhi in OA No.2674/2019, Sudhanshu Kumar Vs. U.O.I. and Ors. decided on 29.11.2022. Relevant portion of the said judgment is quoted as under:-

“The fact remains that the applicant was engaged on contractual basis through contractor namely M/s Pravidhi India. He was never engaged by the Ministry even on contract basis. Rather, the contract was between the applicant and the contractor named hereinabove. In OA No. 980/2014 titled Mamta vs. Govt. of NCT, it was held by the Tribunal that outsourced employee is not amenable to jurisdiction of CAT. It was further observed that continuing the services of outsourced employees on benevolent grounds while renewing the contracts cannot by itself give rise to regularization in the employment of the principal employer. The relevant portion of the said OA reads as under:-

"As far as the judgment of Hon'ble Calcutta High Court in the case of Awadhesh Singh Vs. Union of India and Ors is concerned, the ratio deci dendi in the same is that in the case of contractual worker either the Central Administrative Tribunal or the Industrial Tribunal have the jurisdiction and when the alternate mechanism is provided

in the law, the petitioner could not have invoked the extra ordinary jurisdiction of the Hon'ble Supreme Court. When the Hon'ble High Court refused to entertain the Writ Petition, it was no where held that the employees of the contractor can approach the Central Administrative Tribunal but it was viewed that in the matter of contractual employee either the Central Administrative Tribunal or the Industrial Tribunal had the jurisdiction. In fact, where the department directly engaged somebody on contract basis and not through the contractor, the grievance of contract employee is amenable to the jurisdiction of the Tribunal and in such cases where the work is assigned to the contractor and it is the employee of the contractor who has a grievance, the grievance can be looked into by the Labour Court or Industrial Tribunal under the Central Govt. in terms of the CLRA. Besides, we are also convinced with the plea raised by the respondents that when the applicants rightly approached the Industrial Tribunal for abolition of the contract and regularization of their services for part of the relief i.e. for continuance of their contractual service, they cannot approach the Tribunal. Once the Industrial Tribunal adjudicates the issue of abolition of contract and regularization of the applicants, they could also adjudicate the issue of their entitlement to continue in service. Thus, we find that the Original Application is not amenable to our jurisdiction and is also barred by principle of res sub-judice."

8. *In the present case, the applicant, who was an employee of M/s Pravidhi India had no employer employee relationship with the respondent Ministry. Even on contract basis, he was working as a Typist cum Data Entry Operator/Semi Skilled Casual worker with the said contractor who is providing employees to work on contractual basis to the respondent Ministry. In other words, he is not an employee of the respondents. He is engaged by the M/s Pravidhi India. His cause of action, if any, lies against M/s Pravidhi only. He may seek remedy before appropriate forum for consideration and not before Central Administrative Tribunal. Thus, in view of the above facts and legal position, this Tribunal finds no merit in the present OA and the same is liable to be dismissed. Hence, dismissed. There shall be no order as to costs."*

11. So far as the arguments of the learned counsel for the applicant regarding Civil Writ Petition filed before Delhi High Court under Article 226 of the Constitution of India praying for quashing of the Advertisement for filling up the post of Deputy Managers in National Highways & Infrastructure Development Corporation Limited (NHIDCL) and regularization of services of the applicant in view of Judgment of Apex Court in the case of *Jaggo Vs. Union of India and Ors. SLP (C) No.11086 of 2024*, who had been working on the post, is concerned the same are not applicable in the present case.

The Civil Writ Petition filed before Delhi High Court under Article 226 of the Constitution of India is still pending before the Delhi High Court. Even otherwise, the prayer made in the writ petition (C)-252/2026 before the High Court of New Delhi in the case of Sachin Sharma & Ors. Vs. Union Of India and Ors. reads as under:-

“a. For a writ order or direction to the respondents to regularize petitioners as permanent employees concerned with this Petition with retrospective effect from their initial date of employment as Senior Managers, Managers, Graduate Engineers or any other appropriate posts:

b. For an order restraining the respondents from abolishing the posts on which the present Petitioners are working;

c. For an order quashing and setting aside National Highways and Infrastructure Development Corporation Limited Rules 2025 to the extent of Rule 3.1 of 2025 dated 01.08.2025 notified by the respondent department as unconstitutional, arbitrary and unjust;

d. For an order quashing and setting aside National Highways and Infrastructure Development Corporation Limited Rules 2025 to the extent of Rule 7.3. (iii) (a) of 2025 dated 01.08.2025 notified by the respondent department as unconstitutional, arbitrary and unjust;

e. For an order quashing and setting aside National Highways and Infrastructure Development Corporation Limited Rules 2025 to the extent of Rule 7.3. (iv) of 2025 dated 01.08.2025 notified by the respondent department as unconstitutional, arbitrary and unjust;

f. For an order quashing and setting aside Advertisement No. 1 of 2025 issued by respondent department for fresh recruitment;

g. For an order quashing and setting aside Advertisement No.4 of 2025 dated 09.12.2025 issued by respondent department for fresh recruitment;

h. For an order quashing and setting aside Advertisement No. 5 of 2025 dated 23.12.2025 issued by respondent department for fresh recruitment of associates;

i. May be pleased to be declared that all the Petitioners, based on their current engagement and experience, are eligible for regularization against the posts commensurate with their respective designations/Levels (including but not limited to Sr. Manager, Deputy General Manager, General Manager) and for a consequential order directing the Respondents to regularize the services of all Petitioners to their respective appropriate posts.;

j. For an order directing the respondents maintain status quo qua services of the all the Petitioners herein till the final disposal of the present Petition.

k. For an order directing the respondents to keep 36 seats in respective categories in which petitioners are working to be reserved until the final disposal of the present Petition.

l. For an order directing the respondents not to pass any order terminating Petitioner until the final disposal of the present Petition.

m. Pass any other order as it may deem fit and proper under the present circumstances.”

12. Under these circumstances, the applicant who was the employee of Naini Bridge Project Construction Site at Village-Abhay Chandpur, Mirzapur Road, Naini, Allahabad and there is no employee-employer relationship with the respondent Ministry as well as NHAI. He was merely engaged on contract basis by the said private agency and his cause of action, if any, lies against the said private agency and is directed to seek remedy before the appropriate forum and this original application is totally mis-conceived before this Tribunal.

13. In view of the above, this Tribunal has got no merit in the present original application and the same is accordingly dismissed. No order as to costs.

14. Interim Order, if any, stands discharged.

All the related MAs stand disposed of.

(Anjani Nandan Sharan)
Member(Administrative)

(Justice Rajiv Joshi)
Member (Judicial)

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