



2024:DHC:7601



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

% **Judgment reserved on : 07 August 2024**
Judgment pronounced on : 03 October 2024

+ **CONT.CAS(C) 77/2024 and CM APPL. 2977/2024**

DR PRAVEEN SINGHPetitioner

Through: **Mr. Rakesh Khanna, Sr. Adv.**
with Mr. Aditya P. Khanna and
Mr. Ramya Khanna, Advs.

versus

DR ASHISH GOYAL & ANR.Respondents

Through: **Mr. Anuj Aggarwal, ASC-**
GNCTD with Mr. Siddhant
Dutt, Adv. for R-1 and R-2

CORAM:

HON'BLE MR. JUSTICE DHARMESH SHARMA

JUDGEMENT

1. The present petition has been filed by the petitioner under Section 11 of the Contempt of Courts Act, 1971¹ seeking initiation of contempt proceedings against the respondents/contemnors for the alleged wilful disobedience of the directions passed by this Court *vide* order dated 16.11.2023 in W.P.(C) No. 4349/2022 titled "*Dr. Praveen Singh v. Government of NCT of Delhi & Anr.*"

2. Shorn of unnecessary details, the petitioner, Dr. Praveen Singh, who is a cardiologist and former head of the Cath Laboratory and Cardiology Department at Rajiv Gandhi Super Specialty Hospital (RGSSH), Delhi. On 09.03.2022, the petitioner was served with a termination order through respondent no. 2/Government of NCT of

¹ CC Act



Delhi², subsequently, the petitioner was served with a relieving order dated 10.03.2022 by the Respondent no. 1/Rajiv Gandhi Super Specialty Hospital³.

3. Aggrieved thereof, the petitioner preferred a writ⁴ seeking the following reliefs:

“(i) Issue a writ of Certiorari or any other appropriate writ/direction/order to quash the (i) Office order having no. F.No.1/22/Admn/Soc/RGSSH/2022/2514-2520 dated 09.03.2022 issued by the Respondent No. 1 and (ii) Office order having No. F.No. 1/22/Admn/Soc/RGSSH/20221180-184 dated 10.03.2022 issued by Respondent No. 2 whereby the Respondents terminated the service of the Petitioner herein as Assistant Professor (Cardiology) of the Respondent No. 2 Hospital;
(ii) Issue a writ of Mandamus or any other appropriate writ/direction/order directing the Respondent to issue order extending the tenure of the Petitioner for further period;
(iii) Pass any other Order (s) as this Hon'ble Court may deem fit and proper in favour of the Petitioner according to the facts and circumstances of the present case.”

4. A learned Single Judge of this Court decided the aforesaid writ vide order dated 16.11.2023, and it would be relevant to extract the operative portion of the directions, which are as follows:

“44. Accordingly, the impugned order dated 9th March 2022, and 10th March 2022, passed by the respondent no. 1 and respondent no. 2, respectively, is set aside, on the ground that respondent no. 1 is not the competent authority empowered to take such decision. Therefore, the action of respondent no. 1 in terminating the petitioner, hereby, attained nullity.

46. In view of the aforesaid discussion of facts and law, the instant writ petition is allowed”

47. It is pertinent to mention herein that the order of this Court shall not come in way of the competent authority, to take action, required to be taken as per law, if any.”

² GNCTD

³ RGSSH

⁴ W.P.(C) No. 4349/2022



5. However, it is pertinent to mention that the learned Single Judge during the course of proceedings, *vide* order dated 05.12.2022 sought reports in a sealed cover regarding the authority and procedural compliance of the termination orders. Taking cognizance of the Governing Council [“GC”] Meeting dated 26.12.2022, the GG of ‘RGSSH’ affirmed that the termination orders were issued without proper authority and were based on forged and misrepresented facts by the then hospital director, who was later suspended on the same issues.

6. As a result, *vide* order dated 16.11.2023, the Court quashed both the termination and relieving orders dated 09.03.2022 and 10.03.2022, while granting the respondents the liberty to initiate any legal action against the petitioner in accordance with due process and the applicable rules, including the CCS Conduct Rules & CCS (CCA) Rules.

7. In the instant petition, the petitioner asserts that he submitted a letter on 30.11.2023, requesting the respondents to permit him to rejoin his position, which was denied through a communication dated 02.12.2023. Subsequently, the petitioner issued a notice of contempt to the respondents on 03.12.2023, alleging that their refusal constituted a willful disobedience and disregard of the order of this Court, and it was replied *vide* letter dated 07.12.2023 but the directions of the Court were not complied.

LEGAL SUBMISSIONS ADVANCED AT THE BAR:

8. Learned counsel for the petitioner contended that the termination order dated 09.03.2022 and relieving letter dated



10.03.2022 were illegal, backdated, and issued without the affirmation by the Competent Authority. These orders were passed while the petitioner was actively attending to his duties in the hospital. Moreover, the respondents, despite this Court's judgment on 16.11.2023, wherein the termination and reliving orders were quashed, refused to comply with the judgment. The respondent no. 1 issued letter dated 02.12.2023 refusing to allow the petitioner to join the work and also instructed the subordinate officers for compliance. The respondents continued to deny the petitioner's reinstatement, citing the same Governing Council decisions that had already been rejected by the court.

9. Learned counsel for the petitioner has also urged that the respondents failed to follow the due process of law, as per in the CCS (CCA) Rules, and instead concocted frivolous grounds to prevent his rejoining. Reliance is placed on decision on **D.K.C. v. K.C. & Ors.**⁵, **Standard Chartered Bank v. Directorate of Enforcement**⁶ and **S.S. Rathore v. State of Madhya Pradesh**⁷.

10. *Per contra*, the learned counsel for the respondents contended that the petitioner's contract expired on 28.02.2022, nine days before the termination order dated 09.03.2022; and that his contractual service was not extended beyond then said date, and therefore, setting aside the order on technical grounds does not entitle the petitioner to automatic renewal or revival of the contract. It is submitted that the judgment dated 16.11.2023 had only set aside the termination order on

⁵ CONT.CAS(C) 72/2015

⁶ [2005] SUPP. 1 SCR

⁷ [1989] Supp. 1 SCR



the grounds that it was issued by an incompetent authority. It did not mandate the renewal of the petitioner's contract. The GC was determined to be the Competent Authority for issuing termination orders, and the GC's decision was accepted by the respondents. The petitioner did not challenge the GC's meeting minutes dated 26.12.2022, which required clearances from the Delhi Police and DMC for renewal.

ANALYSIS AND DECISION:

11. I have bestowed my anxious consideration to the submissions advanced by the learned counsels for the rival parties at the Bar and I have also gone through the relevant material on record including the case law cited.

12. At the outset there appears to be no wilful, deliberate or contumacious disobedience of the directions of this Court on the part of the respondents. A careful perusal of the entire judgment in particular the above referred paragraphs (44), (46) and (47) of the judgment dated 16.11.2023 would show that the termination of the service of the petitioner was set aside on technical grounds since it had not been issued by the Competent Authority, who was the Chief Secretary of the Government of National Capital Territory.

13. All the same, the Court, while passing the aforesaid order dated 16.11.2023 *vide* paragraph (42) clearly recognized the authority of the GC to make decision regarding the petitioner's employment based on the fulfilment of the required conditions. There was no direction by the learned Single Judge for automatic renewal of the petitioner's contract and it is borne out from the record that the GC in its meeting



dated 26.12.2022 had decided that the petitioner needed clearance from Delhi Police & Delhi Medical Council for renewal and since no such clearances had been received, the petitioner was not considered for re-appointment. It goes without saying that the petitioner has not assailed the decision of the GC on any legal grounds as such.

14. Be that as it may, elementary as it may seem, the petitioner had no vested right to seek renewal of his contract dated 6th May, 2014 which had not been renewed apparently in the backdrop of his reported his misconduct by the colleague doctors, nursing staff as well the patients besides gross negligence resulting in death of three patients by the various Committees. It can be safely said that on expiry of the contract period, the decision not to renew the contract was based on rational, tangible and objective grounds. Reference can be had to decision in the case of **UOI v. Satish Joshi**⁸, wherein it was held that there is no right to renewal of the contract once the contract has expired and there is no obligation on the part of the appointing authority to issue Show Cause Notice.

15. Lastly, since the stand taken by the respondents is purely based on a reasonable legal interpretation of the observations made in the impugned judgment dated 16.11.2023 which has accorded to the powers of the GC to take appropriate decision, there is manifestly no intentional or deliberate disobedience of the directions of the Court by the respondents.

16. Before parting with this petition, it is suffice to state that the decision in **D.K.C. v. K.C. (supra)** has no bearing on the matters in

⁸ 2013 SCC OnLine Del 3161

