$~53 to 124

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

\+ W.P.(C) 1962/2019

SHRI ISLAHUDDIN KHAN .....Petitioner

versus

JAMIA MILLIA ISLAMIA UNIVERSITY JAMIA NAGAR AND ORS. .....Respondents

WITH

W.P.(C) 1965/2019, W.P.(C) 8933/2020, W.P.(C) 9753/2020, W.P.(C) 9554/2020, W.P.(C) 9720/2020, W.P.(C) 9721/2020, W.P.(C) 9722/2020, W.P.(C) 9723/2020, W.P.(C) 9724/2020, W.P.(C) 9725/2020, W.P.(C) 9726/2020, W.P.(C) 9727/2020, W.P.(C) 9728/2020, W.P.(C) 9729/2020, W.P.(C) 9730/2020, W.P.(C) 9731/2020, W.P.(C) 9732/2020, W.P.(C) 9733/2020, W.P.(C) 9734/2020, W.P.(C) 9737/2020, W.P.(C) 9738/2020, W.P.(C) 9739/2020, W.P.(C) 9740/2020, W.P.(C) 9741/2020, W.P.(C) 9745/2020, W.P.(C) 9746/2020, W.P.(C) 9747/2020, W.P.(C) 9748/2020, W.P.(C) 9749/2020, W.P.(C) 9750/2020, W.P.(C) 9751/2020, W.P.(C) 9752/2020, W.P.(C) 9754/2020, W.P.(C) 9755/2020, W.P.(C) 9756/2020, W.P.(C) 9757/2020, W.P.(C) 9758/2020, W.P.(C) 9759/2020, W.P.(C) 9761/2020, W.P.(C) 9762/2020, W.P.(C) 9763/2020, W.P.(C) 9764/2020, W.P.(C) 9765/2020, W.P.(C) 9766/2020, W.P.(C) 9767/2020, W.P.(C) 9768/2020, W.P.(C) 9769/2020, W.P.(C) 9770/2020, W.P.(C) 9771/2020, W.P.(C) 9773/2020, W.P.(C) 9774/2020, W.P.(C) 9775/2020, W.P.(C) 9776/2020, W.P.(C) 9777/2020, W.P.(C) 9778/2020, W.P.(C) 9779/2020, W.P.(C) 9780/2020, W.P.(C) 9781/2020, W.P.(C) 9782/2020, W.P.(C) 9783/2020, W.P.(C) 9784/2020, W.P.(C) 9785/2020, W.P.(C) 9786/2020, W.P.(C) 9787/2020, W.P.(C) 9788/2020, W.P.(C) 9789/2020, W.P.(C) 9790/2020, W.P.(C) 9791/2020, W.P.(C) 9792/2020, W.P.(C) 9793/2020 & W.P.(C) 9794/2020

For Petitioners: Mr. Kailash Vasudev, Senior Advocate with Dr.

Sandeep Singh, Ms. Shivani Seth, Ms. Neoma Vasdev, Ms. Anushka, Mr. Prashant Malik, Ms. Divya Chaudhary Advocates in items no. 56 to 124.
Mr. Anuj Aggarwal, Mr. Manas Verma, Mr. Pradeep Kumar, Ms. Ashna Khan, Mr. Shubham Behl, Ms. Bumica Kundra, Mr. Saquib Malik and Ms. Kritika Matta, Advocates in Item Nos. 53-54.
Mr. M. Sufian Siddiqui, Mr. Rakesh Bhugra, Mr. M. D. Niyazuddin and Mr. Mohammad Mazhar Ahmed, Advocates in Item No. 55.

For Respondents: Mr. Pritish Sabharwal, Standing Counsel for JMI with Ms. Shweta Singh, Mr. Mehvish Khan, Mr. Sanjeet Kumar, Mr. Shiv Chopra, Mr. Aman Sharma, Advocates in Items no. 53 to 124.
Mr. Om Prakash, Ms. Swati Mishra, Mr. Chandresh Pratap and Mr. Vikram Singh Arya, Advocates for UGC in Item Nos. 53 & 54.
Mrs. Avnish Ahlawat, SC GNCTD with Mrs. Tania Ahlawat, Mr. N.K. Singh, Ms. Aliza Alam and Mr. Mohnish Sehrawat, Advocates in Item Nos. 69,71,72,74,75,78,83,88,89,90,94,95,103,108 and 122.
Mr. Yeeshu Jain, ASC with Ms. Jyoti Tyagi, Mr. Sachin Garg and Mr. Shubham Tanwar, Advocates for DoE.

CORAM:
HON'BLE MR. JUSTICE SANJEEV NARULA

O R D E R

% **28.07.2026**

1. At the outset, the position concerning the lead matters in this batch requires to be clarified. By order dated 5th August, 2021, W.P.(C) Nos. 9554/2020, 9753/2020 and 9720/2020 were directed to be treated as lead matters. Thereafter, by order dated 12th August, 2021 passed in CM APPL. 25829/2021, W.P.(C) 8933/2020 was also directed to be treated as a lead

matter. The Registry shall ensure that these four petitions are reflected as the lead matters in the batch.

2. Arguments have been heard at considerable length. The Petitioners are teaching and non-teaching employees serving in the Syed Abid Husain Senior Secondary School, which is administered by Jamia Millia Islamia[1] on a self-financing basis. Their grievances are broadly two-fold. They seek regularisation of their services and, independently, parity in pay, allowances and other service benefits with employees discharging corresponding functions in the other schools maintained by JMI.

3. Several Petitioners are stated to have served the school continuously for periods extending to nearly two or three decades. They have continued to teach successive generations of students and to discharge duties which, according to the material presently placed before the Court, are substantially similar to those performed by their counterparts in the other schools of JMI. Yet, their remuneration and service benefits remain significantly lower and, in some cases, are stated to be nearly half of what is paid to employees performing corresponding functions in the other schools.

4. No substantial distinction has yet been shown in the nature of the academic work, the curriculum taught, the institutional control exercised by JMI or the responsibilities discharged which would, by itself, explain the extent of the disparity. The principal distinction urged is the source from which the expenditure of the school is met.

5. The claim for regularisation and the claim for parity in pay and service conditions, though resting on distinct legal considerations, arise

from the same longstanding institutional arrangement. Several Petitioners have continued to discharge perennial functions, while their engagements have remained contractual principally because the school has continued to operate outside the regular funding and sanctioned-post structure applicable to the other schools of JMI. If financial support is made available and posts are sanctioned, a lawful mechanism can be evolved for regularisation, absorption of the existing employees against such posts, having regard to the manner of their appointment, their qualifications, the length and continuity of their service, and the applicable recruitment rules.

6. The communication dated 25th July, 2000 issued by UGC assumes significance in this context. While considering the proposal concerning the second-shift Senior Secondary School, UGC required JMI to furnish an undertaking that the academic and supporting staff connected with the self-financing classes would be extended the same terms and conditions of service as were available to the staff of the UGC-funded morning-shift school. In the same communication, UGC stipulated that it would bear no financial liability, then or in the future, in respect of the self-financing school or classes.

7. These stipulations cannot be read in isolation from one another. The first recognised the necessity of parity in service conditions; the second excluded financial liability on the part of UGC. JMI thereafter continued to operate the school and to engage teaching and non-teaching staff for its functioning. The resulting arrangement has endured for several years. The consequence, however, appears to be that the financial burden arising from the absence of public funding has ultimately been borne by the employees

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[1] "JMI"

through substantially lower remuneration and diminished service benefits.

8. JMI states that it is not, in principle, opposed to improving the service conditions of the Petitioners, but that the school is dependent principally upon the fee collected from its students and does not possess the resources necessary to extend full parity. It is further submitted that a substantial increase in expenditure, without corresponding financial support, may imperil the continued functioning of the school or necessitate an increase in fees which many of its students may be unable to bear.

9. The Court is conscious of this difficulty. The continued functioning of the school and the interests of its students cannot be disregarded. Equally, an institutional arrangement between public authorities cannot be allowed to operate for decades in a manner which leaves employees performing essential and perennial functions on substantially inferior terms. While the inability of JMI to meet the expenditure and the disclaimer of liability by UGC may explain how the present situation arose, they do not justify institutional inaction or the indefinite continuation of the disparity.

10. JMI is a Central University established by an Act of Parliament. UGC is a statutory body entrusted with responsibilities concerning the coordination, maintenance and advancement of standards in university education. The school in question is administered within the institutional framework of JMI and has continued to serve a public educational purpose. Where employees have sustained such an institution for decades, the public authorities concerned cannot remain confined to their respective disclaimers and leave the consequences of the funding arrangement to be borne solely by the employees.

11. The Court is, therefore, of the *prima facie* view that the matter calls

for a serious administrative examination at the highest institutional level. This is not merely a dispute concerning individual contracts of employment. It concerns a class of employees who have continued in service for prolonged periods, the apparent disparity in the treatment of employees working under the same institutional umbrella, the continued availability of affordable school education, and the respective responsibilities of JMI, UGC and the Union Government in evolving a sustainable solution.

12. Before the Court proceeds to finally determine the legal rights of the parties, an opportunity must be afforded to the concerned authorities to consider whether the matter can be resolved administratively. Such an exercise cannot be confined to a reiteration of the stand that the school is self-financing or that UGC bears no financial liability. Those positions are already on record. What is required is an examination of the means by which the longstanding disparity can be addressed without jeopardising the continued functioning of the school.

13. Accordingly, the following directions are issued:

i. The Vice-Chancellor, JMI shall, within two weeks, prepare and forward to the Secretary, Department of Higher Education, Ministry of Education, Government of India, and the Chairperson, UGC, a comprehensive proposal concerning the teaching and non-teaching employees of the Syed Abid Husain Senior Secondary School.

ii. The proposal shall set out:

a. the history, present status and administrative structure of the School;

b. the number and categories of teaching and non-teaching employees presently serving in the School;

c. the dates and modes of their initial appointments, the selection processes followed, the terms of their engagements, and the length and continuity of the service rendered by them;

d. the particulars and status of the posts against which they have been engaged, including whether such posts were sanctioned, temporary, contractual or created under the self-financing arrangement;

e. a comparative statement of the qualifications, duties, workload, responsibilities, pay and service benefits of these employees and those performing corresponding functions in the other schools maintained by JMI;

f. the audited income and expenditure of the School for the preceding five financial years;

g. the financial implications of extending parity in pay and service benefits; and

h. the concrete measures which JMI considers administratively and financially feasible for addressing the position of employees who have rendered long and continuous service.

iii. Upon receipt of the proposal, the Secretary, Department of Higher Education shall convene a meeting with the Chairperson, UGC, and the Vice-Chancellor, JMI.

iv. The authorities shall examine the measures that may be adopted to address the longstanding disparity in the pay and service conditions of the teaching and non-teaching employees of the School and to evolve a fair, lawful and financially sustainable solution.

v. A report recording the deliberations, the options examined, the conclusions reached and the reasons therefor shall be filed before this Court within three weeks. The report shall not be confined to a reiteration of the positions already taken in the pleadings.

14. Mr. Amit Tiwari, CGSC appearing for the Union of India, shall communicate this order to the Secretary, Department of Higher Education, for necessary compliance. He shall also coordinate with the concerned authorities to ensure that the meeting is convened within the stipulated period and shall assist the Court in the matter.

15. Re-notify on 27th August, 2026.

SANJEEV NARULA, J

JULY 28, 2026/*ab/as/hc*