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

+ **W.P.(C) 1926/2026**

**DEVENDER SINGH**

.....Petitioner

Through: **Mr. Shanan Singh Tanwar, Advocate.**

versus

**GAIL (INDIA) LIMITED AND ORS** .....Respondents

Through: **Mr. Vinay Garg, Senior Advocate  
with Mr. Ravinder Agarwal, Mr.  
Manish Kumar Singh, Mr. Karandeep  
Singh Rekhi and Mr. Vasu Agarwal,  
Advocates for R-1 to 3.**

**CORAM:**

**HON'BLE MR. JUSTICE SANJEEV NARULA**

**ORDER**

**11.02.2026**

1. The Petitioner was serving in the Indian Air Force and applied to the Respondent No. 1 pursuant to advertisement dated 16<sup>th</sup> August, 2022. As per the advertisement, for the post of Assistant (Store and Purchase) in S-3 Grade, the pay scale was prescribed as INR 24,500-90,000/-. The Petitioner was selected and offered appointment *vide* letter dated 23<sup>rd</sup> March, 2023, specifying the aforesaid pay scale.
2. The case set up by the Petitioner is that his acceptance of the appointment was conditional and premised upon communications from the Respondents regarding consideration of pay protection. In support, reliance is placed upon an email communication received from the Senior Manager (HRD), GAIL, Corporate Office. The Petitioner also relies upon the GAIL



Recruitment Policy and Procedure, particularly Clause 11.1, to contend that the concept of pay protection is recognised therein. It is further argued that similarly situated employee(s) in the same S-3 Grade have been granted pay protection and denial thereof to the Petitioner amounts to discrimination. Specific instances in this regard have been referred to in the writ petition.

3. At the outset, Mr. Vinay Garg, Senior Counsel for the Respondents, objects to the maintainability of the petition and also raises the plea of delay and laches. He submits that the Petitioner's acceptance was unconditional and that the Petitioner's email communication dated 27<sup>th</sup> March, 2023 was responded to on 25<sup>th</sup> April, 2023, wherein while granting extension for joining, it was specifically stipulated that all terms and conditions of the offer of appointment would remain unchanged. To bolster this submission, Mr. Garg places reliance on the advertisement, wherein Clause 5.2 specifically stipulates that "*no candidate joining the post shall be granted any kind of pay protection*".

4. Mr. Garg further submits that the clause in the policy relied upon by the Petitioner has been misconstrued and only requires the competent authority to evaluate, on a case-to-case basis, whether pay protection can be granted. In the present case, the advertisement as well as the appointment letter do not provide for pay protection. He further submits that for the post in question there were 28 vacancies and many appointees may have come from other Government services and, therefore, at this stage acceding to the Petitioner's request would open a pandora's box.

5. As regards the allegation of discrimination premised on the instances mentioned in the petition, Mr. Garg states that he will have to take instructions from the department.



6. Issue notice. Mr. Ravinder Agarwal, counsel, accepts notice on behalf of the Respondents. Let Counter Affidavit be filed within four weeks from today. Rejoinder thereto, if any, be filed before the next date of hearing
7. List on 7<sup>th</sup> April, 2026 along with W.P.(C) 163/2026.

**SANJEEV NARULA, J**

**FEBRUARY 11, 2026**

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