

Serial No.15
Regular List

HIGH COURT OF MEGHALAYA
AT SHILLONG

WP(C). No. 266 of 2023

Date of Order :22.08.2023

Shri. Monoranjan Koch

Vs. State of Meghalaya & Ors.

Coram:

Hon'ble Mr. Justice H.S.Thangkhiew, Judge.

Appearance:

For the Petitioner/Applicant(s) : Mr. S.A.Sheikh, Adv.

For the Respondent(s) : Mr. N.D.Chullai, AAG with
Ms. Z.E.Nongkynrih, GA.

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| i) | Whether approved for reporting in Law journals etc: | Yes/No |
| ii) | Whether approved for publication in press: | Yes/No |

ORAL

1. The petitioner who is stated to be an Assistant Teacher of Lower Primary School, appointed on contractual basis in Merengapara Government L.P.School is before this Court being aggrieved with the order dated 01-07-2023, whereby his contractual employment has been discontinued by the respondent No. 4. The reasons recorded in the order of

termination is that the same was issued in conformity with the directives issues by this Court in the order dated 02-11-2017, with regard to the service of tainted teachers.

2. Mr. S.A.Sheikh, learned counsel for the petitioner agrees that the petitioner has no right to service as his engagement is on a purely contractual basis of 59 days, which is extended from time to time. However, his only grievance is that his termination order has recorded that the petitioner is tainted which will dim his opportunities of future employment. In this regard, he prays that he may be allowed to prefer a representation before the respondent No. 2 for consideration and for passing necessary orders.

3. Mr. N.D.Chullai, learned AAG assisted by Ms. Z.E.Nongkynrih, learned GA for the respondents has strongly resisted the submission of the learned counsel for the writ petitioner by submitting that the order dated 02-11-2017, passed in WA. No. 52 of 2011 and other connected matters, has categorically held that tainted teachers should not be allowed to continue in service even as a stop-gap arrangement, and that the service of every such candidate, who is yet continuing, whether by way of regular appointment or in ad hoc arrangement, shall stand terminated. He submits that in view of these directions, the respondents are bound by the said

order and the service of the writ petitioner was discontinued vide the impugned order.

4. Heard learned counsel for the parties.

5. It is undisputed that contractual service, especially, in the nature of the writ petitioner's engagement i.e., of 59 days at a time, no right has accrued to him to seek automatic renewal or to be retained in contractual service and whatever rights he derives in the engagement will be in the realm of private law. However, looking into the impugned order dated 01-07-2023, it is noted that the reason given therein, is due to the teachers being tainted in the selection process for appointment as Assistant Teachers. However, it is also further noticed that the writ petitioner, had taken part in the selection process, and having been found tainted by a process which involved many years and examined by multiple authorities, at this stage cannot agitate against the same. However, as the petitioner was allowed to continue in service even after the judgment dated 02-11-2017, this Court deems it fit that he be allowed to file a representation at least as to the terms of his discontinuance of service.

6. Accordingly, this writ petition is disposed of by allowing the writ petitioner to file a representation before the respondent No. 2, with regard to the terms that are contained in the said impugned order. The said representation should be filed within a period of two weeks from the date

of this order and the matter be disposed of thereafter by the competent authority within a period of four weeks.

7. It has also been submitted that some pending salary with regard to the writ petitioner is still due. This aspect also shall be examined by the respondent No.2 while disposing of the representation.

Judge

Meghalaya
22.08.2023
"Samantha PS"

