



IN THE HIGH COURT OF UTTARAKHAND
AT NAINITAL

HON'BLE THE ACTING CHIEF JUSTICE MR. MANOJ KUMAR TIWARI
AND
HON'BLE MR. JUSTICE VIVEK BHARTI SHARMA

WRIT PETITION (S/ B) NO. 231 OF 2016

4TH DECEMBER, 2024

Mrs. Rashmi Negi Petitioner

Versus

State of Uttarakhand and another Respondents

Counsel for the petitioner : Mr. Anil K. Bisht, learned counsel
Counsel for the respondents : Mr. K.N. Joshi, learned Deputy Advocate General with Ms. Puja Banga, learned Brief Holder for the State / respondent No. 1
: Mr. Neeraj Garg, learned counsel for respondent No. 2

The Court made the following:

JUDGMENT: (per Hon'ble The Acting Chief Justice Mr. Manoj Kumar Tiwari)

Petitioner was appointed as Advisor Tourism in Uttarakhand Purva Sainik Kalyan Nigam Limited (for brevity hereinafter referred to as 'UPNL') vide order dated 06.03.2013. The said appointment was on contract and it



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was provided in the order that petitioner's contract can be terminated with one month's notice, or one month's pay in lieu of notice. Petitioner's services were thereafter terminated vide letter dated 16.06.2016. Thus, feeling aggrieved by termination of her services, petitioner has filed this writ petition, challenging the termination letter dated 16.06.2016.

2) Learned counsel for UPNL submits that termination of service of petitioner is as per terms and conditions of her appointment and one month's pay in lieu of notice was offered to the petitioner. It is further contended that since petitioner does not have lien on the post of Advisor Tourism, and her appointment was purely on contract basis, therefore, the termination order dated 16.06.2016 cannot be faulted. He further submits that the termination order is not stigmatic, therefore, petitioner cannot have any grievance that she was not given notice, or opportunity of hearing, and her services were terminated strictly as per the terms and conditions of her appointment.

3) We find substance in the said submission made by learned counsel for the UPNL.



4) Since petitioner was appointed on contract basis on certain terms and conditions and her termination is referable to the terms and conditions as set out in the appointment order, thus we do not find any scope for interference in the writ petition.

5) The writ petition, accordingly, fails and is dismissed as such. No orders as to cost.

MANOJ KUMAR TIWARI, A.C.J.

VIVEK BHARTI SHARMA, J.

Dt: 4TH DECEMBER, 2024
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