

**IN THE HIGH COURT OF MANIPUR
AT IMPHAL**

**WP(C) No. 121 of 2009 with
MC(WP(C)) No. 106 of 2009 with
MC(WP(C)) No. 87 of 2009**

Smt. Khwairakpam Suchitra Chanu w/o S. Shantikumar Singh,
a resident of Thangmeiband Meisnam Leikai, P.O. Lamphel,
P.S. Imphal, Imphal West district, Manipur.

... Petitioner

- Versus -

1. The Manipur Pollution Control Board, Imphal.
2. The Chairman, Manipur Pollution Control Board, Imphal.
3. The Member Secretary, Manipur Pollution Control Board, Imphal.
4. The State of Manipur, through the Secretary/ Commissioner (Forest & Environment), Govt. of Manipur.

... Respondents

B E F O R E

HON'BLE MR. JUSTICE A. GUNESHWAR SHARMA

For the petitioner : Mr. Kh. Tarunkumar, Sr. Adv. & Ms. Kh. Maria, Adv.

For the respondents: Mr. M. Rarry, Sr. Adv. & Ms. M. Nikita, Adv.

Date of hearing : 05.09.2024/17.12.2024/26.05.2025

Date of Judgement : **02.07.2025**

JUDGEMENT & ORDER

(CAV)

[1] Heard Mr. Kh. Tarunkumar, learned senior counsel assisted by Ms. Kh. Maria, learned counsel for the petitioner and Mr. M. Rarry, learned senior counsel assisted by Ms. M. Nikita, learned counsel for the State respondents.

[2] The present writ petition has been filed by the petitioner under Article 226 of the Constitution of India praying for quashing the impugned Order bearing No. PCB/234/98-99(Pt.) dated 29.01.2009 issued by the Member Secretary, Manipur Pollution Control Board, Imphal, being malicious, arbitrary, vindictive and illegal as the same was issued under colourable exercise of power and not for the purpose stated in the order.

The brief facts of the case:

[3] The petitioner, Smt. Kh. Suchitra Chanu was appointed as Sr. Scientific Assistant (SSA) (Contract) in the Manipur Pollution Control Board, Imphal (MPCB) at the monthly consolidated pay of Rs. 3,000/- until further orders, vide order dated 09.03.1999 issued by the Member Secretary, MPCB, Imphal.

[4] It may be noted that by the same order one Smt. Ch. Landhoni Devi was also appointed as Laboratory Asstt. (Casual) at the consolidated pay of Rs. 1,549.50/-.

[5] Vide another order dated 01.04.2003 issued by the Member Secretary, MPCB, the petitioner was appointed as SSA in the scale of Rs. 5000-150-8000/- per month against one of the posts of SSA created, until further order.

[6] The petitioner submitted a representation dated 20.10.2006 to the Chairman, MPCB for paying her due salaries as SSA in the scale of Rs. 5000-8000/- w.e.f. 01.04.2003, the day she was given regular appointment to the post of SSA.

[7] Vide O.M. dated 13.11.2006 issued by Member Secretary, MPCB, all the 35 Casual and 7 Contract Staff of the Board were directed to submit the "Standard Agreement Format for Engagement on Contract Basis" duly signed by the concerned employee on or before 17.11.2006, without fail.

[8] The petitioner submitted a representation dated 16.11.2006 to the Member Secretary, MPCB stating that she had been appointed on regular basis vide order dated 01.04.2003 in the post of SSA and she was not required to sign the Standard Agreement Format for Engagement on contract basis. Thereafter, the Chairman, MPCB issued show cause notice dated 06.12.2006 to the petitioner for failure to submit "Standard Agreement Format for Engagement on contract basis" within the stipulated time and for taking up disciplinary actions for violation of standing order of the Authority.

[9] The petitioner submitted a reply dated 11.12.2006 to the show cause notice stating that she had already been appointed in the regular post of SSA against one of the posts created, in the pay scale of Rs. 5000-150-8000/- per month, vide order dated 01.04.2003. She was not required to sign the said 'Agreement Format' and requested not to take up any disciplinary actions for violation of standing order of the Authority.

[10] The petitioner challenged the show cause notice before the then Gauhati High Court, Imphal Bench [now, High Court of Manipur] by way of writ petition, being WP(C) No. 1138 of 2006. Vide order dated 14.12.2006 in MC(WP(C)) NO. 354 OF 2006, the authorities were directed not to initiate any disciplinary action against the petitioner and the

petitioner could not be subjected to execute the contract agreement until further orders.

[11] However, on 16.12.2006, the petitioner was served a copy of the order dated 13.12.2006 issued by the Chairman, MPCB, terminating the contractual service of her. The petitioner challenged the termination order dated 13.12.2006 by way of writ petition, being WP(C) No. 1186 of 2006 before the Gauhati High Court, Imphal Bench and by vide order dated 05.01.2007, the termination order dated 13.12.2006 was set aside as the same was passed in violation of the interim order dated 14.12.2006 in MC(WP(C)) No. 354 of 2006 and the parties were directed to file replies and rejoinder affidavit.

[12] The 2 (two) writ petitions, being WP(C) No. 1138 of 2006 and WP(C) No. 1186 of 2006 were heard together and vide common order dated 23.05.2007, both the writ petitions were dismissed.

It was observed in 'para no. 13' of the writ petitions that the order dated 01.04.2003 could not be considered as a valid and regular appointment order of the petitioner to the post of Senior Scientific Assistant and disposed of the writ petitions by giving certain directions in 'para no. 19' to treat the petitioner as on contract, which is quoted herein below:

"(19) Keeping in view of the above said facts and circumstances and in the interest of justice, these cases being WP(C) No. 1138 of 2006 and WP(C) No. 1186 of 2006 are hereby disposed of in the following manner:

- i) The petitioner shall not be entitled to any of the reliefs claimed in WP(C) No. 1138 of 2006 and it is hereby dismissed;*
- ii) The impugned termination order dated 13.12.2006 which was issued on failure of the petitioner to submit the required*

format within the prescribed time and after giving her due notice, is not interfered with;

iii) Further, in the facts and circumstances, it will not be proper and just not to allow the petitioner to work as Senior Scientific Assistant on contract basis again, since the petitioner has already submitted the required format after putting her signature;

iv) The concerned respondents shall have to pass an appropriate order allowing her to serve as Senior Scientific Assistant further on contract basis as done in the case of other persons serving in the office of the Board on contract basis so long as the concerned post is not filled up on regular basis or till her service is required; and

v) WP(C) No. 1186 of 2006 is also dismissed."

[13] The petitioner filed 2(two) writ appeals, being W.A. No. 44 of 2007 and W.A. No. 43 of 2007 against the common judgment and order dated 23.05.2007 passed by Ld. Single Judge for disposing the WP(C) No. 1138 of 2006 and WP(C) No. 1186 of 2006, excepting the direction nos. (iii) & (iv) in para no. 19 of the judgement reproduced above.

[14] During the pendency of the writ appeals, the Member Secretary, MPCB issued a letter dated 07.06.2008 informing the petitioner to join service to the post of SSA on contract basis, in compliance of the directions passed by the Ld. Single Judge in the order dated 23.05.2007 in WP(C) No. 1138 of 2006 and WP(C) No. 1186 of 2006.

[15] Thereafter, the petitioner was working in the MPCB and she has been assigned different works by the Authority as per Annexure-A/14 Colly.

[16] It may be noted that earlier there were 35 casual and 7 contract employees holding different nomenclature of posts in the MPCB. Out of 35 casual employees, 3 employees were already relinquished their services. The remaining 32 casual employees were converted into contract service.

Thereby, there are 39 (32 + 7) contract employees and all of them were appointed during the period 1997 to 1999. The details of the 39 contract employees of the MPCB is listed in Annexure-A/15 and the name of the petitioner is at Sl. No. 2, under the designation of SSA and date of engagement in 09.03.1999.

[17] Vide order dated 27.08.2008 in WA No. 43 of 2007 and WA No. 44 of 2007, while disposing the writ appeals, the Division Bench of the Gauhati High Court, Imphal Bench directed the MPCB to pay back-wages to the petitioner for the period from 13.12.2006 to 24.03.2008 within a period of 2(two) months and deprecated the officers of the respondents of issuing a back dated termination order dated 13.12.2006 in violation of the interim order dated 14.12.2006 issued by the Ld. Single Judge protecting the service of the petitioner.

[18] The petitioner submitted a representation dated 03.11.2008 to the Chairman, MPCB and the Secretary, MPCB for compliance of the Division Bench order dated 27.08.2008 passed in WA Nos. 43 and 44 of 2007 for payment of wages to her.

[19] When the directions of the Division Bench order for payment of wages back was not complied, the petitioner filed a contempt case, being Cont. Case (C) No. 170 of 2008 against the Chairman, MPCB & Member Secretary, MPCB and the Court issued notice dated 29.11.2008 to the contemnors.

[20] Vide the impugned order dated 29.01.2009 issued by the Member Secretary, MPCB, the contractual service of the petitioner as SSA in MPCB on a consolidated remuneration of Rs. 2652/- per month was discontinued w.e.f. 01.03.2009, as her service was no longer required in the MPCB.

[21] Thereafter, the MPCB issued advertisement dated 21.06.2004 and 27.11.2006 for appointment of SSAs and other different posts. However, no appointment was made in respect of the posts of SSAs.

[22] By the present writ petition, the petitioner challenged the termination order dated 29.01.2009 on the following grounds:

- a) The petitioner, who has 10 years' experience and possesses necessary qualification has been victimized by the Authority for filing cases against the Authority, including contempt case.
- b) The impugned termination order was issued mala fide with ulterior oblique motive and in colourable exercise of power and not for the professed purpose mentioned in the impugned order.
- c) Only the petitioner has been singled out and none of the services of the 39 contract employees were disturbed.
- d) After utilizing the service of the petitioner for 10 years, now, the respondents cannot say that her service is no longer required.
- e) The respondents have violated the rules of natural justice as no opportunity of being heard was given to her before the termination order.
- f) The impugned order of termination is in violation of the fundamental rights guaranteed by Articles 14, 16 and 21 of the Constitution of India.

[23] It is prayed that to issue writ in the nature of Certiorari for quashing the impugned order dated 29.01.2009 terminating the service of the petitioner and pass an appropriate direction as deem, fit and proper in the interest of justice.

[24] Vide order dated 27.02.2009 in WP(C) No. 121 of 2009 while issuing notice to the respondents, this Court stayed the impugned order 29.01.2009 until further order. When the petitioner was not allowed to sign the daily attendance register even after the passing of the interim order dated 27.02.2009, she filed another application being MC(WP(C)) No. 87 of 2009 praying for stay of the impugned order dated 29.01.2009 and also for a direction to the respondents to allow the petitioner to sign the Daily Attendance Register and perform her normal duties. Vide order dated 11.05.2009 in MC(WP(C)) No. 87 of 2009, the impugned order dated 20.01.2009 was stayed till 25.05.2009. The matter was taken up on 06.05.2009 and was reserved for order. Interim order has been extended from time to time. The petitioner also filed an application being MC(WP(C)) No. 106 of 2009 praying for a direction to the respondents to accept the letter dated 14.05.2009 submitted by her to allow her to sign attendance register and to perform her normal work or direct the registry to serve a copy of order dated 11.05.2009 to the respondents.

[25] When none appeared on behalf of the petitioner on 26.02.2019, this Court dismissed the writ petition and pending applications, i.e., WP(C) No. 121 of 2009 and MC(WP(C)) Nos. 87 of 2009 & 106 of 2009 for non-prosecution. The petitioner filed applications- (i) MC(WP(C)) No. 197 of 2021 for restoration and (ii) MC(WP(C)) No. 198 of 2021 for condonation of 351 days in filing the restoration application. Vide order dated 16.02.2022 in MC(WP(C)) No. 197 of 2021, this Court condoned the delay of 351 days with a cost of Rs.2000/- in favour of High Court Bar Association, Manipur. By another order dated 16.02.2022 in MC(WP(C)) No. 197 of 2021, this Court restored the writ petition and pending applications, i.e., WP(C) No. 121 of 2009 and MC(WP(C)) Nos. 87 of 2009 & 106 of 2009 and the same were taken on record. It is submitted that the petitioner is still working in MPCB in terms of the earlier interim order.

[26] The respondent nos. 1, 2 & 3 submitted a common counter affidavit and denied the averments made in the writ petition.

- i) The respondents raise the question of maintainability of the writ petition under Article 226 of the Constitution of India for termination of the petitioner contractual service by the impugned order dated 29.01.2009 as the same was done by expiry of the tenure of the contractual period.
- ii) By the agreement and undertaking dated 25.03.2008 submitted by the petitioner, her contractual service expired on 28.02.2009 automatically.
- iii) The extraordinary power under Art. 226 of the Constitution cannot be involved in the matter of contract and casual engagement to be determined by the administrative authority.
- iv) The impugned termination order dated 29.01.2009 does not violate any of the fundamental right.
- v) Appointment dehors the rules against non-existent post, termination of service without compliance is not required (1997) 1 GLT 167 para 12.
- vi) Cancellation of irregular appointment without providing opportunity of hearing to the appointees, natural justice is not required to be complied (2002(1) GLT 63 para 12. and 2000(7) SCC 529).
- vii)(a) A writ petition not entertain to enforce a right which is founded purely on contract, AIR 1966 SC 334, 337.
(b) Contractual obligations even incorrect by the public servant cannot be enforced by mandamus, AIR 1977 SC 1496 para 23, 35.
- viii) Government cannot use its executive power to circumvent requirement of statutory rules- Contract employees cannot claim regularization for having continued for long years as

appointment were dehors the rules, 1998(1) GLT 219 para 14, 17.

- ix) Service rule does not envisage negative equality- appointment made illegally in certain case did not confer any right illegally (2006(1) GLT 771 para 15).
- x) In order to acquire the right to hold a post, a person must be appointed regularly (1998(1) GLT 137 Para 5, 8)
- xi) Termination of service on closure of project is valid (1998(3) GLT 450 Para 9, 13).

[27] On merit, it is stated that the petitioner was earlier appointed on contractual basis as held by the earlier decisions of the Ld. Single Judge and Division Bench. The petitioner was held not to be appointed on regular basis and she was bound to sign the agreement format for engagement on contract basis. Her termination was on expiry of the period of engagement on 28.01.2009. By the undertaking submitted by the petitioner, her contract service was from 25.03.2008 to 28.02.2009 and the termination order dated 28.01.2009 was issued as her contractual period was expired. She has no inherent right of extending her service beyond the contractual period. It is made that the writ petition is dismissed and is not maintainable and devoid of merit.

[28] The petitioner filed rejoinder affidavit and reiterated the contentions of the writ petition stating that:

- i) She was initially appointed in the post of SSA on contract basis vide order dated 09.09.1999 and her service was regularized vide order dated 01.04.2023 by giving regular pay scale. While dismissing the 2(two) earlier writ petitions filed by the petitioner, the Hon'ble Court directed the respondents to pass an appropriate order by allowing her to serve as SSA on

contract basis as done in the case of other persons employed in the MPCB as so long as the concerned post is not filled up on regular basis or till her service is required.

- ii) It is stated that vide order dated 17.11.2016 issued by Member Secretary, MPCB, services of 35 (thirty five) persons including one Shri A. Kangkeshwar Sharma was regularized as SSA in the pay scale of Rs. 5200-20200+ GP Rs. 2800 and one person, Smt. Ch. Landhoni Devi, who was appointed initially along with the petitioner was also regularized by the same order to the post of Laboratory Assistant (LA) and their names are shown in Sl. No. 2 and 7 of the said order.

Only the petitioner was left out from the said regularization order dated 17.11.2016. Since, other persons accepted the regularization of the petitioner in the MPCB. The contentions of the MPCB that service was no longer required. Hence, no foundation and the order has been victimized.

- iii) The decision of the Uma Devi [(2006) 4 SCC 1] will not be applicable in the present case, only the petitioner has been victimized and singled out, while the services of the 35 contractual employees of the MPCB were regularized by the State. The scenario of the petitioner is in violation of the fundamental right under Article 14 of the Constitution of India.

[29] Mr. Kh. Tarunkumar, learned sr. counsel for the petitioner submits that the petitioner was appointed as SSA on contract basis in the office of MPCB and her service was deemed to be regularized vide order dated 01.04.2003 against a newly created vacant post of SSA. However, the petitioner claimed that she has already been regularized to the post of SSA by this order dated 01.04.2003. However, in the earlier writ petitions, the petitioner challenged the show cause and earlier termination order. Both

the Ld. Single Judge and Division Bench held that order dated 01.04.2003 cannot be considered as regular appointment of the petitioner to the post of SSA and she was permitted to join after submitting the format for engagement on contract employee. Accordingly, she was taken back to the SSA on contractual basis in the MPCB. However, when the services of the others contractual employees are extended and her service was discontinued by impugned order dated 29.01.2009 without assigning any reasons on the ground that her service was no longer required.

[30] The learned sr. counsel for the petitioner submits that the stand of the respondents is that the service of the petitioner is no longer required without any basis. Learned sr. counsel draws the attention of this Court to a common order dated 17.11.2016 by which the services of 35 contract employees of different grades were regularized including the post of SSA and also one Smt. Ch. Landhoni Devi, who was initially appointed along with the petitioner by a same order in the year 1999. The stand of the petitioner is discriminatory without any basis and she has been singled out and victimized for filing cases including contempt case against the respondents. The learned sr. counsel has referred to the following Judgement:

i) (2013) 8 SCC 345 (Para 29- & 30)

Balmer Lawrie & Company Limited and Ors.

-Vs-

Parth Sarathi Sen Roy and Ors.

ii) (2011) 2 SCC 258 (Para 80)

Automotive Tyre Manufacturers Association

-Vs-

Designated Authority and Ors.

iii) 1993 Supp (4) SCC 46 (Para 9)

Naseem Bano

-Vs-

The State of U.P. and Ors.

[31] It is prayed that the impugned order be set aside and service of the petitioner may be extended and she may be retained and considered for regularization in the case of similar situated persons vide order dated 17.11.2016, in which the services of the 35 contractual employees were regularized.

[32] On the other hand, Mr. M. Rarry, learned sr. counsel representing the State respondents submits that the petitioner was engaged as SSA purely on contract basis, vide order dated 09.03.1999 and she cannot claim regularization.

[33] It is also submitted that impugned order dated 29.01.2009 was issued as the contractual period was over and the service of the petitioner in the MPCB was no longer required. The allegation of the arbitrary and discriminatory actions against the petitioner is not established and is merely an accusation.

[34] The learned sr. counsel for the State respondents has rightly pointed out that in earlier ground, the Ld. Single Judge and Division Bench of the then Gauhati High Court, Imphal Bench held that order dated 01.04.2003 issued by the MPCB did not confer any regularization of the contractual service and she was allowed to continue in contractual service on the submission of format agreement for engagement on contract basis.

[35] It is also submitted that no show cause notice is required to be issued while issuing the disengagement order as the impugned order dated 29.01.2009 was issued formally to indicate that the contractual service of the petitioner to be disengaged due to the expiry of the contractual period.

[36] The learned sr. counsel for the State respondents submits that the following judgment:

i) (1991) 1 SCC 691 Para 6, 7 (3J)

State Of Uttar Pradesh and Anr. -vs- Kaushal Kishore Shukla

ii) (1992) 4 SCC 33 Para 20 (3J)

Director, Institute Of Management Development U.P. -vs- Smt.
Pushpa Srivastava

iii) (2006) 12 SCC 482 Para 4

Vidyavardhaka Sangha -vs- Y. D. Deshpande

iv) (2004) 1 SCC 347 Para 26

Government of West Bengal -vs- Tarun K. Roy and Ors.

v) (2014) 9 SCC 737 (55)

Mohd. Arif @ Ashfaq –vs- The Reg., Supreme Court of India &
Ors.

vi) (2016) 6 SCC 391 (3J) Para 10 & 11.

vii) (2004) 1 SCC 551 Para 11

viii) (2021) 9 SCC 99 Para 25

[37] This Court have perused the materials available on record, the submissions made at the bar and the decisions cited by the parties.

[38] It is seen that the petitioner was earlier appointed as SSA (Contract) vide order dated 09.03.1999 along with one Smt. Ch. Landhoni Devi, as LA (Casual) in the MPCB and the Member Secretary of the MPCB issued an order dated 01.04.2003 appointing the petitioner as SSA in the scale of Rs. 5000-150-8000/- per month against one of the posts of SSA created, until further order.

[39] On the basis of the order dated 01.04.2003, the petitioner refused to comply the O.M. dated 13.11.2006 issued by the Member Secretary, MPCB directing all the 35 Casual and 7 Contract Staff of the Board to submit the "Standard Agreement Format for Engagement on contract basis" for which she was issued show cause notice and she challenged the same by filing writ petition, being WP(C) No. 1138 of 2006 before the

Gauhati High Court, Imphal Bench and vide order dated 14.12.2006 an interim order was passed by the Ld. Single Judge protecting her and directing the respondents not to initiate any disciplinary action and not to subject the petitioner to execute the contract agreement until further orders.

[40] However, vide order dated 13.12.2006 the service of the petitioner was terminated for failure to sign the contract agreement. The petitioner also challenged the termination order by way of writ petitions, being WP(C) No. 1138 of 2006. Both the writ petitions, being WP(C) No. 1138 of 2006 and WP(C) No. 1186 of 2006 were disposed of by common order dated 23.05.2007 holding that the order dated 01.04.2003 issued by the MPCB did not amount to appointment of the petitioner in regular basis to the post of SSA and the respondents were directed to take her to contractual employee on submission of the execution of the contract agreement.

[41] In the order dated 27.08.2008 in WA 43 of 2007 and WA No. 44 of 2007, the Division Bench of the Gauhati High Court observed that the termination order dated 13.12.2006 was issued back dated in defiance of the interim order dated 14.12.2006 and directed the respondents to release the back wages of the petitioner.

[42] The petitioner also filed contempt case against the officers of the MPCB for non-compliance of the Division Bench directions. It is the case of the petitioner that she has been victimized and her contractual service was terminated vide order dated 29.01.2009 only on the ground that her service was no longer required.

[43] On the other hand, the respondents have extended the contractual services of the 39 contractual employees from time to time and later on, services of 35 contractual employees were regularized in different posts vide order dated 17.11.2016 and in the order at Sl. No. 2, one Shri. A.

Kangkeshwor Sharma was shown as regularized against the post of SSA and one, Smt. Ch. Landhoni Devi, who was initially appointed along with the petitioner by the same order in the year 1999 was also regularized as LA.

[44] From the above, it seems that only the petitioner has been singled out and disengaging her from contractual employee as well as from the regularization of the service in MPCB. The only reason given in the impugned order dated 29.01.2009 that her service was no longer required in the MPCB, does not carry any convincing explanation as one, Shri. A. Kangkeshwor Sharma was regularized in the post of SSA as late as in the year, 2016. It is not the case of the respondents that the petitioner was disengaged due to her inefficiency.

[45] In the circumstances, this Court is of the view that the MPCB, which is an authority under the control of the Government of Manipur within the meaning of State as defined under Article 12 of the Constitution, is at least expected to act fairly to all contractual employees while their services are considered for extension or regularization. In the present case, while the services of the 39 contractual employees (except the petitioner) were extended from time to time and 35 contractual employees were (except the petitioner) regularized and the reason given in the impugned order dated 29.01.2009 that the service of the petitioner was no longer required in the MPCB, cannot be sustained. Perhaps, this Court finds substance in the submission of the learned sr. counsel for the petitioner that the petitioner has been victimized for filing cases including contempt case against the respondents. It may be noted that the Division Bench of the then Gauhati High Court, Imphal Bench (now, High Court of Manipur) passed stricture against the respondent authority for issuing back dated order of termination in defiance of stay order passed by the court. There are many instances where the petitioner was not allowed to join office,

even after the termination order dated 29.01.2009 was stayed by this Court in orders dated 27.02.2009 & 11.05.2009. On a bare glance of the case record, it is ample clear that the respondent-MPCB has made up its mind to punish and victimize the petitioner anyhow and that too in total disregard of this Court's order on uncountable occasions. Even the Division Bench of the then Gauhati High Court, Imphal Bench (now, High Court of Manipur) indicted the officials of MPCB in order dated 27.08.2008 in WA Nos. 43 of 2007 & 44 of 2007 for flouting court's order intentionally and by issuing back dated termination order dated 13.12.2006 to circumvent the interim order dated 14.12.2006 protecting the service of the petitioner. The officials were compelled to tender unconditional apology to the Court. It is crystal clear that the officials of Manipur Pollution Control Board are determined to punish the petitioner anyhow, even inviting the contempt proceeding for defiance of court's orders.

[46] This Court is of the view that the decision of respondents in not extending the contractual service of the petition alone as not required while extending service of other contract staff and their subsequent regularization, is nothing but clear case of vindictiveness, arbitrary exercise of executive power by State entity and abuse of administrative discretion. It may be relevant to refer to a decision of the Hon'ble Supreme Court in the case of **Iron & Metal Traders v. Haskiel: (1984) 1 SCC 304** where many strikers were reinstated by the Management, few of the strikers were dismissed from service. It was held that the action of singling out of the some of the strikers for drastic action while others were reinstated is a clear case of discrimination. In the case of **State of UP v. Committee of Management: (2010) 1 SCC 639**, it was held that State action of creating class within class violates Article 14 of the Constitution. The present case is a classic example of singling out of the petitioner even in defiance of court's orders on numerous occasions and the same is in clear

violation of the equality clause enshrined in the Article 14 of the Constitution of India. Such deviant State action ought to be nipped in the bud and should not be allowed to bloom, otherwise this Court will be failing in its duty as a protector of the rule of law.

[47] In the circumstances, this Court sets aside the impugned order dated 29.01.2009 and the respondents are directed to date back the service of the petitioner as Sr. Scientific Assistant (SSA) on contract basis in the MPCB.

[48] It has been informed during the course of hearing that vide order dated 20.06.2017 passed by this Court in WP(C) No. 161 of 2017, MPCB was directed to regularize the service of the petitioner in terms of the order dated 17.11.2016 as done for similarly situated 35 contract employees. The review petition being Rev. Pet. No. 20 of 2017 filed by MPCB was also dismissed on 03.12.2019. Against these orders, the appeals being WA Nos. 43 of 2017 and 124 of 2022 are pending before the Division Bench of this Court about the regularization of the service of the petitioner.

[49] In the circumstances, this Court refrains from expressing any opinion about the merit of the case for regularization of the service of the petitioner and the present order is confined to the question of termination of the contractual service.

[50] In terms of the above, writ petition is allowed. Misc. applications are also disposed of. Interim orders stand merged with the final order. No cost.

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JUDGE