



Serial No.21
Regular List

HIGH COURT OF MEGHALAYA
AT SHILLONG

WP(C). No. 80 of 2024

Date of Decision: 05.08.2025

Shri. Helingstar Pyngrope,
S/o (L) B. Marbaniang.

...Petitioners

-Versus-

1. State of Meghalaya,
Represented by the Chief Secretary,
Shillong.
2. The Director Urban Affair,
Shillong, Meghalaya.
3. The Project Director of the State
Investment Project Management and
Implementation Unit, Shillong,
Urban Affairs Quarter,
Near Law College, Dhankheti.

...Respondents

Coram:

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

Appearance:

For the Petitioner/Applicant(s) : Ms. B.Sun, Adv.

For the Respondent(s) : Ms. S.Bhattacharjee, GA.



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

JUDGMENT AND ORDER (ORAL)

1. The writ petitioner being aggrieved with the order terminating his services issued by the respondent No. 3 as Multitasking Assistant, on contract basis in the Project Management Unit of Swachh Bharat Mission (U) 2.0 Shillong w.e.f. 01-12-2023, is before this Court with a prayer that having served for 23 years in the office of the respondents, is eligible to be considered to a permanent post of Typist.

2. Ms. B.Sun, learned counsel for the petitioner has submitted that the writ petitioner was appointed to officiate as a Typist initially on 19-02-2001, and thereafter, was allowed to continue to officiate in the said post, though intermittently, was terminated and was allowed to continue thereafter. Learned counsel has drawn the attention of this Court to the series of office orders from 2007 onwards to 2015, when he was allowed to continue to officiate as Typist. Thereafter, she submits that by the office order dated 08-02-2017, the writ petitioner was appointed on a contract basis as a Data Entry Operator in the office of the Project Director, SIPMIU, Shillong on a



fixed pay of ₹ 20,000/- and in this contract, an agreement was also executed between the writ petitioner and the said Project Director, whereby it has been categorically given therein that the said appointment would vest no right for the writ petitioner to claim regularisation. The said appointment was again renewed upto 30-06-2018, whereafter she submits, by another office order dated 03-11-2023, the writ petitioner was appointed in the current post from which he was terminated permanently. She submits that the writ petitioner had then preferred a representation before the respondents to consider retaining him in service on account of his long years in service, but the same received no reply. She therefore, prays that the respondents be directed to give due consideration and to accommodate the petitioner in a suitable post.

3. Ms. S.Bhattacharjee, learned GA for the State respondents has submitted that, as submitted by the learned counsel and from the records itself, the petitioner was all along appointed on officiating or contractual basis and the last appointment was attached to a scheme which on the conclusion thereof, the writ petitioner was terminated. She therefore, submits that the writ petitioner has not acquired any right to claim for regularisation, inspite of his long years of service as he was never appointed against a regular or sanctioned vacancy, but was always appointed on officiating or contract basis against a scheme.



4. I have heard the learned counsel for the parties.

5. On an earlier occasion, when the matter had been taken up for consideration, this Court, by order dated 28-03-2025, had observed that the engagement of the writ petitioner being purely temporary and contractual, no mandamus could issue to direct the respondents to consider him for permanent absorption on employment. But however, considering the long years of service and as the writ petition is but a mercy petition, this Court had directed the respondents to examine as to whether the writ petitioner could be accorded any sort of contractual appointment in view of his acute financial crisis. Thereafter, the learned GA, on instructions had produced a communication dated 26-05-2025, wherein it was indicated that presently there is no post of Typist lying vacant in the Department to accommodate the writ petitioner, but however, they may consider his case for engagement on temporary or contractual basis, if any vacancy arose in the future.

6. Without dwelling any further on the facts, as observed earlier, the petitioner not having any vested right to permanent absorption to any post in the Department, no mandamus can issue as such. However, it is directed that the respondents shall positively consider his engagement on temporary or contractual basis against any scheme or any vacancy that may arise in the near future.



7. With the above directions, matter stands closed and disposed of.

Judge