

**HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT SRINAGAR**

WP(C) 507/2025
CM(1224/2025)

MISS RASHIDA SYED BADER

...Petitioner(s)

Through: Mr. Bhat Fayaz, Advocate with
Ms. Nighat Amin, Advocate

Vs.

UNION TERRITORY OF J AND K AND
ORS.

...Respondent(s)

Through: Mr. Alla Ud din Ganai, AAG for R 1-6
Mr. Shah Aamir, Advocate for R-7

CORAM:

Hon'ble Mr. Justice Sanjeev Kumar, Judge.
Hon'ble Mr. Justice Sanjay Parihar, Judge.

ORDER

19.11.2025

01. Impugned in this petition filed by the petitioner under Article 226 of the Constitution of India is an order and judgment dated 05.12.2024, passed by the Central Administrative Tribunal Srinagar Bench, Srinagar [“the Tribunal”] in Transferred Application (TA) No. 1944 of 2021 (SWP No. 828/20211) titled Ms. Rashida Syed Bader Vs. State of J&K & Ors. whereby the writ petition filed by the

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authenticity of this document

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petitioner seeking her continuation as Assistant Floriculture Officer on contractual basis and subsequent regularisation under the J&K Civil Services (Special Provisions) Act 2010 [“the Act of 2010”] has been dismissed.

02. Before we advert to the grounds of challenge urged by Mr. Bhat Fayaz, learned counsel appearing for the petitioner, we deem it appropriate to set out few facts as are germane to the disposal of controversy raised in this petition.

03. The petitioner was engaged as contractual Assistant Floriculture Officer in terms of SRO 255 vide Government Order No. 64 - TSM of 2006 dated 22nd March 2006. The contractual engagement of the petitioner was extended from time to time by the General Administrative Department (GAD) subject to entering into fresh contract agreement. In the year 2008, the Floriculture Officer, Anantnag vide his letter No. FOA/FD/1495 dated 24.09.2008 reported that the services rendered by the petitioner along with the another contractual engagee namely Bilal Ahmad Pandit had remained quite unsatisfactory and their negative behaviour had adversely affected the government work. There was also

an allegation against the petitioner and said Bilal Ahmad Pandit with respect to creating indiscipline and administrative problems. The behaviour of petitioner and said Bilal Ahmad was found to be in clear violation of Clause 3 & 6 of the Contract Agreement and the matter in this regard was brought to the notice of the Administrative Department for necessary instructions and orders.

04. The Administrative Department vide letter No. TSM/GPF-02/99 dated 22.12.2009 authorized the Director Floriculture to proceed as per the agreement. Accordingly, the Director Floriculture, in the exercise of power conferred under Clause 6 of the Agreement, terminated the services of both the contractual engagees including the petitioner herein vide order dated 20.02.2009.

05. Feeling aggrieved, the petitioner herein filed SWP No. 404/2009 before this Court.

06. A Single Bench of this Court disposed of the said writ petition vide its order and judgment dated 23.03.2009. The learned Single Judge did not adjudicate the legal validity or otherwise of the termination order of the petitioner and the said Bilal Ahmad Pandit, but opined that since the current

engagement of the writ petitioners was only upto 31.03.2009, as such, it would be appropriate to direct respondents to allow the writ petitioners to continue till 31.03.2009, unless engaged by a fresh order.

07. The judgment aforesaid was accepted by the writ petitioner herein, however, the Bilal Ahmad Pandit challenged the order of the writ court dated 23.03.2009 in LPA No. 61/2009. The Division Bench of this Court declined to interfere with the judgment of the writ court but clarified that the contractual engagement of the petitioner Bilal Ahmad Pandit could be either extended by an order of extension or he could be re-engaged by issuance of a fresh order.

08. The respondents, however, did not either extend the services of the petitioner herein by passing any specific order of extension nor did they issue any fresh order of engagement. Instead the respondents rejected the claim of the petitioner vide consideration order dated 22.03.2013. This made the petitioner herein to file SWP No. 828/2011, which on transfer to the Tribunal came to be registered as TA No. 1944 of 2021.

09. In the fresh writ petition filed by the petitioner, the petitioner challenged the consideration order dated 22.03.2013, passed by the respondents rejecting her claim for extension of contractual engagement. The petitioner also threw challenge to the advertisement notification No. 01-PSC/DR-P of 2014 dated 22.01.2014, whereby the J&K Public Service Commission had notified the posts of Assistant Floriculture Officer for selection. It is this petition which has been dismissed by the Tribunal in terms of the judgment impugned in this petition.

10. Impugned judgment is called in question by the petitioner primarily on the grounds that in terms of Government order dated 19.02.2009, the services of the petitioner stood extended by six months and thereafter by another order dated 24.09.2009. It was thus contended that when the Act of 2010 came in force, the petitioner was deemed to be in contractual service of the respondents, and, therefore, entitled to regularization under the said Act. It is submitted that the consideration order whereby extension of her contractual services was refused was totally illegal, arbitrary and violative of Article 14 & 16 of the Constitution of India.

11. Having heard learned counsel for the parties and perused the material available on the record, we are of the considered opinion that the judgment passed by the Tribunal is perfectly legal and falls within the four corners of law, and, therefore does not call for any interference by us in these proceedings. Indisputably, the contractual engagement of the petitioner as Assistant Floriculture Officer was to subsist till 31.03.2009. It is also not in dispute that vide government order dated 19.02.2009, the term of contractual engagement of all those engagees who were in service on 31.03.2009 was extended by another six months.

12. It is equally true that the contractual service of the petitioner was terminated by the respondents on account of neglect of duties and indiscipline prematurely i.e; before completing the term i.e; 31.03.2009.

13. The dis-engagment was challenged by the petitioner in SWP No. 404/2009. The order of termination was not held bad by the writ court but in the interest of justice, the petitioner was allowed to continue upto the expiry of her term i.e 31.03.2009. It was, however, left to the respondents to

engage her by issuing fresh order. It needs to be taken note of that at the time SWP No. 404/2009 was disposed of by the learned Single Judge of this Court vide order dated 23.03.2009, the Government Order dated 19.02.2009 issued by GAD giving general extension to the contractual engagees was in existence.

14. That being the position, it has to be presumed that the learned Single Judge was aware of the general extension granted by the Government vide order dated 19.02.2009, yet permitted the petitioner only to continue upto 31.03.2009, unless engaged by a fresh order.

15. The issuance of fresh order was thus left completely to the discretion of the respondents. We are aware that one of the petitioners i.e Bilal Ahmad Pandit even filed Letters Patent Appeal (LPA) against the judgment of learned Single Judge dated 23.03.2009 and got some clarification to claim up the benefit arising out of Government Order dated 19.02.2009. Interestingly, the Government Order dated 19.02.2009 was not even brought to the notice of the Division Bench, purposely, so that lateron, on the basis of clarification, benefit could be drawn on the said order.

16. Viewed from any angle it is a foregone conclusion that the learned Single Judge disposing of SWP No. 404/2099 and the Division Bench disposing of LPA No. 61/2009, shall be presumed to be aware that the Government Order dated 19.02.2009, was in-existent, yet permitted the petitioner only to continue for seven days, leaving it open to the respondents to issue a fresh order in case they desired to continue the contractual appointment of the petitioner. The respondents considered the matter and decided not to extend her contractual engagement for the reasons which have been elaborately stated in the consideration order dated 22.03.2013, which was subject matter of challenge in TA No. 1944/2021 (SWP No. 828 of 2011).

17. It is in these circumstances, the extension in the contractual engagement of the petitioner was not made beyond 31.03.2009. The general extension granted by the GAD was thus not applicable to the petitioner. That being the position, the petitioner was neither entitled to continue beyond 31.03.2009, in the absence of formal order of extension of engagement issued in her favour by respondents nor was she entitled to benefit of regularization

envisaged under the Act of 2010. She was out of contractual service since 31.03.2009, and, therefore, was not in position on the date of coming into force of Act of 2010. The writ petition filed before this Court which was later transferred to the Tribunal was thus totally misconceived and bereft of any merit.

18. The Tribunal has rightly found no merit in the petition and dismiss the same in terms of the judgment impugned in this petition.

19. For the foregoing reasons, we find no merit in this case and same is accordingly ***dismissed.***

(Sanjay Parihar)
Judge

(Sanjeev Kumar)
Judge

SRINAGAR:

19.11.2025

"S.NUZHAT"