



IN THE HIGH COURT OF
UTTARAKHAND
AT NAINITAL

Writ Petition (SS) No. 2114 of 2018

Trepan Singh Rana. Petitioner.

Versus

State of Uttarakhand through Secretary in the Department of
Public Works
and others.

.....Respondents.

Present:

Mr. Amar Murti Shukla, learned counsel for the petitioner.

Mr. Pradeep Hairiya, learned Standing Counsel for the State.

Hon'ble Mr. Justice Rakesh Thapliyal, J.

1. On 22.12.2025 this court after hearing at length passed the following order:

“3. The petitioner was appointed on contractual basis on the post of Junior Engineer (Civil) in the department of Public works in the year 2009 and time to time, the contractual period was extended. For this engagement, a contract agreement was executed on 19.06.2012 which is placed on record.

4. Subsequently, the petitioner was recommended for regularization on 11.08.2014 and 20.08.2014, however, when the proceedings of regularization was in progress, the petitioner was trapped by the vigilance department subsequently, charge under the P.C. Act and now, the trial is going on in the court of Special Judge (Vigilance), Anti-Corruption, Dehradun.

5. Thereafter, by an office memorandum dated 24.03.2017, the petitioner's contractual engagement was cancelled by invoking Clause 7(3) of the contract agreement.

6. It is argued by learned counsel for the petitioner that Clause 7(3) of the contract agreement was wrongly invoked by the respondents since the trial is still going on. He also pointed out that proceeding was ever been respondents and merely by 7(3) of the contract agreement, the petitioner has been removed from service. The counter affidavit has been filed by the



respondents no disciplinary initiated by the invoking Clause contending therein that since the petitioner was not regular employee and there was no provision to place him under suspension during trial, consequently, he was removed from service by invoking Clause 7(3) of the contract On the previous date, the agreement. Engineer-in-Chief was directed to join the proceedings, but he could not convince the Court that why and on what basis Clause 7(3) of the contract agreement was invoked. Consequently, the Secretary was directed to join the proceedings. Today, Addl. Secretary, P.W.D. Department has joined the proceedings through video conferencing and submits that, in fact, due to the conduct of the petitioner who was trapped by the vigilance department, the department removed him from services by invoking Clause 7(3) of the contract agreement. Now, the question is whether the respondents were right by invoking Clause 7(3) for terminating the services of the petitioner and this juncture, Clause 7(3) of the contract agreement is being reproduced as hereunder:-

7. प्रथम पक्ष की तैनाती निम्नानुसार समाप्त की जा सकेगी:-

(तीन) द्वितीय पक्ष द्वारा बिना किसी पूर्व सूचना के यदि प्रथम पक्ष इस अनुबन्ध के किसी प्राविधान अथवा जिस शाखा में वह तैनात है उसके किसी नियम की अवज्ञा या असंयम का दोषी पाया जाए।

7. On perusal of Clause 7(3) of the contract agreement, it is very clear that this clause can only be revoked if the person concern is convicted. Here, in this case, admittedly, the petitioner is still facing the trial and he has not been either acquitted or convicted so far, therefore, merely on the ground that the trial is going on, the respondents cannot remove petitioner from service by invoking Clause 7(3) of the contract agreement. Even otherwise, admittedly, the order impugned appears to be stigmatic one, since, the same was passed by invoking Clause 7(3) of contract agreement only on the basis that the petitioner was trapped by the vigilance department in which he has been charge-sheeted for the offence which is punishable under the Prevention of Corruption Act. It is settled law that before passing any stigmatic order, the respondents should hold a full-fledged disciplinary proceeding. Therefore, the stigmatic order cannot be passed without holding full-fledged inquiry and admittedly, no such full-fledged inquiry was initiated by the respondents department and the only proceeding which the petitioner is facing criminal trial for the offence punishable under Section 7 of the P.C. Act.

8. The only issue, which is required to be examined is whether stigmatic order can be passed without holding a full-fledged inquiry.”



2. On close scrutiny of the order impugned dated 24.03.2017 it appears to be a stigmatic order since on the basis of a complaint the Vigilance Establishment arrest the petitioner and taking into consideration this aspect the petitioner was removed from service by invoking clause 7(3) of the contract agreement.

3. The question is whether such a stigmatic order, whereby, the petitioner removed from service, is sustainable particularly when no disciplinary proceeding was ever been initiated by the department against the petitioner. Furthermore, the order impugned does not appears to be simplicitor order since it is based upon the fact that the petitioner was arrested by the Vigilance Establishment on the charge of corruption, therefore, in such a situation there was two options with the respondents either to place the petitioner under suspension by holding a full fledged enquiry or to remove by way of order simplicitor but or atleast the concerned incumbent should be given an opportunity of hearing. In this particular case before passing the order impugned the petitioner was not given any opportunity of hearing in view of the statement as given in paragraph 23 of the petition and there is no specific denial in the counter affidavit, therefore, on two accounts the order impugned cannot sustain, firstly, the order is stigmatic one passed without full fledged enquiry and, secondly, even if no disciplinary proceeding was initiated before passing the order impugned, which is stigmatic one, no opportunity of hearing was given to the petitioner, which is in complete violation of the principle of natural justice.

4. Apart from this, the order impugned has been passed by invoking clause 7(3) of the contract agreement, trial though clause 7(3) can only be invoked if the person concerned is



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convicted by the Trial Court. So far as the misconduct part is concerned admittedly the petitioner was trapped by the Vigilance and for that purposes he is facing the trial i.e. Session Trial No. 03 of 2018, but for examining the misconduct no disciplinary proceeding was ever been initiated by the respondent department and even otherwise before passing the order impugned no opportunity of hearing was given to the petitioner.

5. Thus, in view of the discussions and observations as above, the impugned order is held to be illegal and unsustainable since the respondents wrongly invoked clause 7(3) of the contract agreement and furthermore passed without holding disciplinary proceeding as well as without giving opportunity of hearing.

6. Accordingly, writ petition is allowed and orders impugned are quashed. The respondents are directed to reinstate the petitioner forthwith, however, reinstatement shall be subject to the final outcome of the Criminal Trial No. 03 of 2018 pending in the court of 4th Additional Session Judge, Dehradun.

7. No order as to costs.

(Rakesh Thapliyal, J.)

24.12.2025

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