

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.10411 of 2015

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Ram Kumar Pandey, son of Late Ram Gulam Pandey, resident of village- Chaita,
P.S.- Angarghat, District- Samastipur.

.... Petitioner

Versus

1. Lalit Narayan Mithila University through its Registrar, Darbhanga.
2. The Vice-Chancellor, Lalit Narayan Mithila University, Darbhanga.
3. The Registrar, Lalit Narayan Mithila University, Darbhanga.
4. The Dean, Faculty of Commerce, Lalit Narayan Mithila University, Darbhanga.
5. The H.O.D-cum-Director, Department of Commerce and Business
Administration, Lalit Narayan Mithila University, Darbhanga.

.... Respondents

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Appearance :

For the Petitioner : M/s. Ajit Kumar and
Shailendra Kumar, Advocates

For the L.N.M.U : M/s. Ajay Behari Sinha and
Neeraj Raj, Advocates

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CORAM: HONOURABLE DR. JUSTICE RAVI RANJAN

ORAL JUDGMENT

Date: 22-07-2015

The petitioner claims that he was engaged on the contractual basis as *Multi Tasking Staff* in the Management Programme being run under the Department of Commerce and Business Administration and Lalit Narayan Mithila University in the year 2005 and the contract was extended time to time. However, suddenly after ten years on 13.05.2015, the contract has been terminated and the petitioner has been removed by a decision contained in the letter dated 13.05.2015 which has been appended as Annexure-5.

The sole issue raised by the petitioner is that though his appointment was contractual and it could have been terminated on the

allegation of misconduct and indiscipline but that imposes stigma upon the petitioner and such the petitioner should have been given a reasonable opportunity by issuing a show cause notice and the reply given by the petitioner should have been considered before taking a final decision.

Learned counsel appearing for the University is not in a position to say that any show cause notice was given to the petitioner before termination of his contract in the manner described in Annexure-5. It is well settled that in such a situation, even if contractual engagement is being terminated after making allegation of misconduct and indiscipline then it would definitely cast stigma upon the concerned person and, therefore, the concerned authority would be required to issue a show cause notice and grant reasonable opportunity. That apart, if reply to the show cause notice is filed by such person then the grounds taken in the reply should also be considered by the concerned authority.

Having regard to the aforementioned facts and circumstances, this Court is left with no option to quash the Annexure-5 which suffers from the vice of arbitrariness as the allegations of misconduct and indiscipline form ground of termination without granting reasonable opportunity to the petitioner.

Accordingly, the same is quashed and set aside.

However, the respondent- University would be at liberty to proceed afresh in accordance with law, if it so desires.

(Dr. Ravi Ranjan, J)

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