

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.8990 of 1999

Subodh Prasad, B. C.Com. LL.B. FCS. Company Secretary, S/o Sri Mahesh Prasad Residing at 6MF 1/17, Bahadurpur Housing Colony, Bhuthnath Road, Patna-20

.... Petitioner/s

Versus

1. Bharat Wagon & Engineering Company Limited, "C" Block, 5th Floor, Mauryalok Complex, Dak Banglow Road, Patna-1
2. Through Sri B. Sinha, Managing Director, Bhar Wagon & Engineering Company Limited "C" Block, 5th Floor, Mauryalok Complex, Dak Banglow Road, Patna-1
3. Shri R.P. Singh, Chairman Board of Directors of Bharat Wagon & Engineering Company Limited "C" Block, 5th Floor, Maryalok Complex, Dak Banglow Road, Patna-
4. Shri Amitabh Kumar, Director, Bharat Wagon & Engineering Company Limited C Block, 5th Floor, Mauryalok Complex Dak Banglow Road, Patna 1 At A/157, Pandora Road, New Delhi-110003
5. Shri G. S. Kang, Director, Bharat Wagon & Engineering Company Limited C Block, 5th Floor Mauryalok Complex, Dak Banglow Road, Patna-1 At H-11 Strnd Road, Patna-800001
6. Shri R Gopalakrishnan-General Manager, (Finance) S/o Sri M. Raja Gopalan, Holding illegally the post of Company Secretary, Bharat Wagon & Engineering Company Limited C Block, 5th Floor, Mauryalok Complex, Dak Banglow Road, Patna-1
7. Shri R.B. K. Dutta- Dy. General Manager (P & A) of Bharat Wagon & Engineering Company Limited C Block, 5th Floor, Mauryalok Complex, Dak Banglow Road, Patna-1
8. Through the Union of India, the Secretary, Ministry of Industry (Govt. of India) Department of Heavy Industry, Udyog Bhawan, New Delhi-110011
9. Shri D. Ray, Maulick-Director (Finance), Bharat Bhari Ydyog Nigam Limited 26 Raja Santosh Road, New Alipore, Calcutta-700027.

.... Respondent/s

Appearance :

For the Petitioner/s : Mr. Raj Kishore Prasad Singh

For the Respondent/s : Mr. Raj Kumar, Advocate

CORAM: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH

CAV JUDGMENT

Date: 27-07-2015



1. Whether on completion of the period of probation as prescribed in the appointment letter, the petitioner could be treated to have been automatically confirmed in service of the Respondent Bharat Wagon Engineering Company Limited (hereinafter referred as to the Company) as its Company Secretary or express order of confirmation in service by the competent authority was required for him to acquire the status of confirmed employee of the Company, is the primal issue involved in the present writ application.

2. The petitioner's service has been terminated by the impugned order of the respondents without any show cause notice or holding an enquiry, treating him to be on probation, whereas it is the case of the petitioner that upon completion of the period of probation prescribed in the appointment letter, he ought to have been treated as deemed to have been confirmed in service and in that circumstance, his service could not have been terminated without complying with the conditions of the letter of appointment.

3. From the pleadings on record, it appears that the



respondent Company had come out with an advertisement inviting applications from suitable candidates for appointment against the post of Company Secretary on 14.10.1996. The petitioner applied against the said advertisement, participated in the process of selection by appearing before the Interview Committee. He was offered appointment against the said post, through letter dated 10.4.1997 (Annexure-2), pursuant to which he joined the service of the respondent Company as Company Secretary on 26.5.1997. The appointment letter dated 10.4.1997 was issued under the signature of Deputy General Manager (P&A), issued for "Bharat Wagon Engineering Company Limited". Clause 7 and 8 of the said appointment letter are crucial for adjudication of the present dispute and are, therefore, being quoted hereinebelow:-

"Clause-7. You will be on probation for a period of one year from the date of your joining. During the period of probation, your services are liable for termination without notice and without assigning any reason.

8. On confirmation, your services are terminable by either party by giving to the other three month's notice or pay in lieu thereof."

4. A dispute has been raised as regards the authority



who was competent to appoint the petitioner as Company Secretary in the Company. It is the petitioner's case that he was appointed consequent upon the decision of the Board of Directors of the Company and therefore, only the Board of Directors had the jurisdiction to take any decision terminating his services from the Company in accordance with the terms and conditions prescribed in the appointment letter dated 10.4.1997. It is the case of the respondent Company, on the other hand, that the Chairman cum Managing Director of Company being the appointing authority for the post in question, had the jurisdiction to take decision as regards termination of the petitioner's service from the Company. It is their case that the petitioner was appointed under the orders of the Chairman-cum-Managing Director of the Company and only after his appointment as Company Secretary, the matter was placed before the Board of Directors in its 102nd meeting on 30.8.1997, and Board of Directors merely noted the petitioner's said appointment. The Board of Directors of the Company is not the appointing authority in the present case, contend the Respondents.



5. It appears that during the period of probation, before completion of one year from the said date of his joining, on 10.3.1998, the Managing Director of the Company communicated to the petitioner that during 103rd Board meeting held on 11.11.1997, the Chairman had reprimanded the petitioner for preparing the Board Meeting Agenda in an haphazard manner and also for not sending Agenda to them well in advance. From the said letter dated 10.3.1998 which is Annexure-7 to the writ application, it appears that the Managing Director had advised him to put up the Agenda papers to him so that the papers could be seen before them being sent to the Board of Directors, which he failed to do. He further remarked that despite instructions, no sign of improvement could be seen in his performance. The Managing Director, however, advised him to prepare the Agenda for the Board meeting with utmost care in future.

6. The Managing Director also recorded in his communication dated 10.3.1998 that he had advised the petitioner to improve his performance in his own interest and in the interest of the Organization. It is the case of the petitioner

that it was not his duty as Company Secretary to prepare Agenda for Board meeting.

7. Subsequently, by an office order dated 16.4.1998 issued by the Deputy General Manager (P& A), one R. Gopalakrishnan, General Manager (Finance) of the Company (Respondent No.6) was asked to function as the Company Secretary of the Company in addition to his own duties and the petitioner was placed under him for assignments of duties and responsibilities. Respondent No.6, who was the General Manager (Finance) of the Company, in the light of the order dated 16.4.1998 issued an office order to the effect that the petitioner had been designated as Deputy Manager(Secretarial), and would continue to report to General Manager (Finance) and Secretary. The intimation in Form 32 of the Companies Act, 1956 in terms of Section 303(2) of the said Act was sent to the Registrar of Companies, Patna in respect of cessation of the petitioner as the Company Secretary of the Company, though letter dated 20.4.1998 issued by the Managing Director of the Company. The petitioner, thereafter, filed a representation dated 04.06.1998 against his designation as Deputy Manager



(Secretarial), by the said order dated 20.4.1998. The petitioner's period of probation came to an end with effect from 26.5.1998. No express order of confirmation of his service in Company was issued. Came thereafter, another office order dated 9.7.1998, issued under the signature of the Deputy General Manager (P&A) with the approval of the competent authority, the contents of which are as follows:-

"Since work and conduct of Shri Subodh Prasad, Dy. Manager (Secretariat) has not been found satisfactory during probationary period, his probation period is extended for a further period of three months on and from 26.5.1998. He is advised to improve his work and conduct, if he likes to be continued in his present assignment with the Company."

8. The petitioner again filed an representation dated 30.7.1998 before the Managing Director protesting against extension of his probationary period for three months from 26.5.1998. Subsequently, another office order came to be issued under the signature of Deputy General Manager (P&A) dated 28.9.1998 with the approval of the competent authority extending the period of his probation up to 30.11.1998, as his

work and conduct was not found satisfactory. The contents of the said office order dated 28.9.1998 read as follows:-

"Since work and conduct of Shri Subodh Prasad Dy. Manager (Secretarial) have not been found satisfactory during probationary period, his probation period is hereby extended upto 30.11.1998."

9. On 06.11.1998, the General Manager (Finance), dissatisfied with the conduct of the petitioner sent a communication to the petitioner that despite twice extending the period of probation, he had not been able to raise up to the expected standards of performance and attitude to the job. It appears from the said letter that he was not found present in the office without any information to the Controlling authority. The petitioner replied to the said communication by his letter dated 12.11.1998 in which he mentioned that his father had fallen seriously ill on 6.11.1998 and, therefore, he had to leave the office at 4.22 P.M.

10. Finally, by a letter bearing reference No. 3366 dated 26.11.1998, the Managing Director of the Company informed him that in terms of Clause 7 of the appointment letter dated 10.4.1997, his services were being terminated with

immediate effect, since his performance had not been found satisfactory even after his extended period of probation. He was allowed to collect his dues, if any, on production of no dues certificate from all concerned.

11. The petitioner, thereafter, through representation dated 7.12.1998 addressed to the Chairman of the Company made a request to put stay on the operation of the order dated 26.11.1998. He appears to have filed an appeal before the Chairman of the Company. The petitioner's appeal was considered by the Board of Directors in its 109th Board meeting held on 29.6.1999. The Board of Directors rejected the petitioner's said appeal dated 7.12.1998, in the said meeting. While rejecting the petitioner's appeal, the Board appears to have noted the fact that the petitioner instead of concentrating on his job, continued to cast false and motivated allegations/aspersions on the senior Executives of the company and, therefore, his probationary period of service was extended from 26.5.1998, for a period of three months, with clear advice to improve his work and conduct, if he liked to continue with the company. The Board also noted the fact that the petitioner was given yet



another opportunity to improve his work and conduct by extending his probationary period upto 30.11.1998. Since there was no improvement found in the work and conduct of the petitioner, even after two extended periods of probation granted by the company, his service was duly terminated by the Company on 26.11.1998, in terms of Clause No. 7 of his appointment. The Board also took into account the fact that the petitioner took a wrong plea in his representation dated 7.12.1998, addressed to the Board of Directors knowing it to be false, as he had known the power of the Managing Director to appoint and remove a Company Secretary, and knew well that he was himself appointed by the authority of the then Managing Director only. The Board further recorded that even in the representation before it, filed by the petitioner, he made false and vindictive statement against the General Manager of the Company. The petitioner made a false and motivated allegations against the Officers of the Company including Managing Director to the Registrar of Companies, Bihar vide letter dated 26.5.1999 which was forwarded to the Company by the Registrar of Companies on 11.6.1999; in the opinion of the Board of

Directors. Considering these aspects, inter alia, the Board resolved to dismiss the petitioner's appeal.

12. This is the background in which the present writ application has been filed, seeking quashing of the order dated 26.11.1998 terminating the petitioner's service. The petitioner has also sought for quashing of the previous letter dated 16.4.1998, whereby, respondent no.6 was asked to function as Company Secretary of the Company and letter dated 20.4.1998, whereby, the petitioner was re-designated as Deputy Manager (Secretarial), which according to him, was a non-existence post. He has also challenged the orders by which the petitioner's period of probation was extended twice.

13. This writ application was filed on 09.09.1999. Prior to passing of the order, terminating the petitioner's service from the Company, he never approached this Court, questioning the decision of the Company to extend his period of probation. This has to be kept in mind that the petitioner was appointed on probation by letter dated 10.4.1997, pursuant to which he had joined on 26.5.1997. As per Clause 7 of the appointment letter as quoted above, his initial period of probation expired on 26.5.1998



which was extended for a period of three months upto 26.8.1998 and again extended up to 30.11.1998. Only after the respondent Company terminated his service by the impugned order dated 26.11.1998, the petitioner filed the present writ application in September, 1999, after the Board of Directors had rejected his appeal in the Boards' meeting dated 29.6.1999.

14. Mr. Raj Kishore Prasad Singh, learned counsel appearing on behalf of the petitioner has, with his usual vehemence, contended that service of the petitioner as Company Secretary in the Company came to be automatically confirmed after expiry of the period of probation as provided in the appointment letter, with effect from 26.5.1998. According to him, no express letter was required to be issued or order to be passed as, according to him, the petitioner would be deemed to have been confirmed after expiry of the said period of probation as contemplated in the appointment letter.

15. In support of his submission, he has placed reliance upon decisions of the Supreme Court in case of *Daya Ram Dayal Vs. State of M.P. and another* reported in (1997) 7 SCC 443 and in case of *Jawantsingh Pratapsingh Jadejavs.*



Rajkot Municipality Corporation and another reported in (2007) 10 SCC 7. He has also relied on Supreme Court decisions in case of *Om Prakash Maurya Vs. U.P. Cooperative Sugar Factories Federation Lucknow & ors reported in AIR 1986 SC 1844* and *M.K. Agarwal Vs. Gurugan Gramin Bank and others reported in 1987 (supp) SCC 643*, in support of his plea that the petitioner's service could not be terminated, the manner in which the same has been done, without adhering to the terms of appointment as contained in Clause 8 of the appointment letter, which was admittedly not complied with.

16. Reliance has also been placed on another decision of the Supreme Court in case of *Paramjit Singh and others vs. Ram Rakha and others reported in (1979) 3 SCC 478* in support of his contention that if specific period is provided beyond which probation cannot be extended, continuance of probationer beyond that period would amount to his confirmation.

17. Mr. Raj Kumar, learned counsel appearing on behalf of the Respondent Company in reply to the submission made on behalf of the petitioner has placed reliance upon Supreme Court decision in case of *Kazia Mohammed*



Muzzammii Vs. State of Karnataka and another reported in (2010) 8 SCC 155 and has contended that the petitioner's service came to be terminated during the period he was still on probation and his discharge from service being simpliciter, on the ground of unsuitability, during the period of probation period, such termination need not be interfered with in a proceeding under Article 226 of the Constitution of India. He has also placed reliance on the Supreme Court decisions in case of *Samsher Singh Vs. State of Punjab* and another reported in (1974) 2 SCC 831, *Municipal Committee, Sirsa vs. Munshi Ram reported in (2005) 2 SCC 382* and also relatively recent decision of Supreme Court in case of *Head Master, Lawrence School, Lovedale Vs. Jayanthi Raghu and another reported in (2012) 4 SCC 793* and has submitted that confirmation in service depends upon the language of relevant service rules and the terms of appointment. He has contended that there was no condition of deemed confirmation in the appointment letter issued to the petitioner, upon completion of period of probation and he has, therefore, contended that the question of deemed confirmation of a probationer would arise only when the letter of appointment

specifically so stipulates or rules governing service conditions so indicate.

18. Counter affidavit has been filed on behalf of the respondents Company. The petitioner has filed reply to the said counter affidavit.

19. This writ application was admitted for final hearing on 23.6.2000. During the pendency of this writ application, one Shiv Kumar Lakkar appears to have been appointed as Company Secretary in the said Company with effect from 18.6.2001. By seeking modification in the writ application through I. A. 796 of 2002, the petitioner has sought to challenge the appointment of said Shiv Kumar Lakkar. The question of allowing the said application for amendment would arise only if the petitioner is found to be justified in his plea that he acquired the status of a confirmed employee on completion of initial one year on probation.

20. Mr. Raj Kishore Prasad Singh, learned counsel appearing on behalf of the petitioner has raised the issue of the jurisdiction of the Managing Director to terminate the petitioner's service as according to him, he was neither the

appointing authority nor the disciplinary authority of a Company Secretary.

21. The question as to whether the petitioner became confirmed in service on completion of the period of probation, will have to be addressed with reference to Clauses 7 and 8 of the appointment letter dated 10.4.1997. The letter of appointment prescribed that he was put on probation for a period of one year from the date of joining. Clause 8 provided that "on confirmation", his services could be terminable by either party by giving to the other, three month's notice or pay in lieu thereof. There was no stipulation in the appointment letter that the said period of probation could not be extended or there would be automatic confirmation after completion of said period of one year on probation.

22. This aspect fell for consideration before Supreme Court on various occasions with reference to the extant rules governing the concerned service and terms and conditions of appointment, some of which are being discussed, as they are relevant for present adjudication.

23. The Supreme Court, in case of *G.S.. Ramaswamy*



Vs. Inspector General of Police (AIR 1966 SC 175) held that continuance of a probationer on the post to which he was appointed on probation, for the initial period of probation could not give him the status of confirmed employee and held though the relevant part of the concerned Rule said that promoted officers would be confirmed at the end of their probationary period, it was qualified by the words “if they have given satisfaction.” In case of *State of U.P. Vs. Akbar Ali Khan reported in AIR 1966 SC 1842*, the Supreme held that whatever be the period of probation, if an appointee is allowed to continue in the post without an order of confirmation, the only possible view to take is that by an implication the period of probation has been extended and it is not correct to say that he would be deemed to be confirmed from the mere fact that he was allowed to continue after the end of the period of probation.

24. A Constitution Bench of the Supreme Court in case of *State of Punjab Vs. Dharam Singh (AIR 1968 SC 1210)*, after considering the effect of Rule 6 of Punjab Educational Service (Provincialized Cadre) Class III Rules, 1961, which stipulated that total period of probation including extension, if



any, shall not exceed three years, held that when first appointment or promotion is made on probation for specific period and the employee is allowed to continue in the post after expiry of the period without any specific order of confirmation, he should be deemed to continue in his post as probationer only, in the absence of any indication to the contrary in the original order of appointment. The Supreme Court held that an express order of confirmation is imperative to give the employee a substantive right to the post and from mere fact that he has been allowed to continue in the post even after expiry of specific period of probation, it cannot be said that he should be deemed to have been confirmed.

25. In case of *Samsher Singh Vs. State of Punjab* (*supra*) similar issue again came up for consideration by seven Judge Bench of Supreme Court, dealing with the issue of termination of probationer under Rule 9 of the Punjab Civil Services (Judicial Branch) Rule, 1952 and Rule 7(3) of Punjab Civil Services (Judicial Branch) Rules, 1952 and Rules 7(3) of Punjab Civil Services (Judicial Branch) Rules, 1951. There being distinction between the provisions considered by Supreme Court



in case of *State of Punjab Vs. Dharam Singh (supra)* and in case of *Samsher Singh (supra)*, the Supreme Court referring to the said decision in case of *Dharam Singh (supra)* held that provision regarding maximum period of three years was directory and not mandatory, unlike in case of *Dharam Singh*, and held that a probationer is not in fact confirmed till an order of confirmation is made.

26. Reliance has been placed by Mr. Raj Kishore Prasad Singh, learned counsel appearing on behalf of the petitioner on Supreme Court decision in case of *Daya Ram Dayal Vs. State of M.P. (supra)* in support of his plea that if no order of confirmation was passed within the maximum period of probation, the probationer would be deemed to have been confirmed after expiry of four years period of probation.

27. The decision of Supreme Court in case of *Daya Ram Dayal Vs. State of M.P. (supra)* was referred to a larger Bench for reconsideration on the question of deemed confirmation. The subsequent three Judge Bench of Supreme Court, dealing with the issue in case of *High Court of M.P. Satya Naryan Athya reported in (2001) 7 SCC 161* held in

paragraph 14 as follows:-

"14. Again the Constitution Bench in the case of State of U.P. Vs. Akbar Ali Khan 6 was considering the question of confirmation of a probationer with reference to Rules 12 and 14 of the Uttar Pradesh Subordinate Revenue Executive Service (Tahsildar) Rules, 1944 which read thus:

"12. Every listed candidate on appointment in or against a substantive vacancy shall be placed on probation. The period of probation shall be two years.

14. If it appears at any time during or at the end of the period of probation that a person appointed on probation has not made sufficient use of his opportunities or has failed to pass the departmental examination completely or if he has otherwise failed to give satisfaction, he may be reverted to his substantive appointment:

Provided that the Board may extend the period of probation to three years. An extension beyond this period shall require the sanction of the Governor. Every extension whether granted by the Board or the Governor shall specify the exact date up to which it is granted."

In the light of the aforesaid Rules, the Court in that case while laying down the law observed thus at SCR pp. 825 and 826: (AIR p.1845, paras 5-6)

"5. The respondent was posted as a Tahsildar, and placed on probation for two years. The initial period of probation was liable to be extended by the Board of Revenue or by the Governor. There is no rule that on the expiry of the period of probation the probationer shall be deemed to have been confirmed in the post which he is holding as a probationer. If a probationer was found not



to have made sufficient use of his opportunities or had failed to pass the departmental examination 'completely' or if he had otherwise failed to give satisfaction he may be reverted to his substantive appointment: again confirmation in the appointment at the end of the period of probation could only be made. If the probationer had passed the departmental examination for Tahsildars 'completely' and the Commissioner reported that he was fit for confirmation and that his integrity was unquestionable. It is common ground in this case that the respondent had not passed the departmental examination before 1955. He had therefore not qualified himself for confirmation.

6. The scheme of the Rules is clear: confirmation in the post which a probationer is holding does not result merely from the expiry of the period of probation, and so long as the order of confirmation is not made, the holder of the post remains a probationer. It has been held by this Court that when a first appointment or promotion is made on probation for a specified period and the employee is allowed to continue in the post, after the expiry of the said period without any specific order of confirmation he continues as a probationer only and acquires no substantive right to hold the post. If the order of appointment itself states that at the end of the period of probation the appointee will stand confirmed in the absence of any order to the contrary, the appointee will acquire a substantive right to the post even without an order of confirmation. In all other cases, in the absence of such an order or in the absence of such a service rule, an express order of confirmation is necessary to give him such a right. Where after the period of probation an appointee is allowed to

continue in the post without an order of confirmation, the only possible view to take is that by implication the period of probation has been extended, and it is not a correct proposition to state that an appointee should be deemed to be confirmed from the mere fact he is allowed to continue after the end of the period of probation." (emphasis added)

28. The Supreme court held in paragraph 37 of that case that deemed confirmation of a probationer arises when appointment so stipulates or the rules governing service conditions so indicate and negated the plea that merely because maximum period of probation had been provided in the service rule, continuance of a probationer would ipso facto, must be held to be deemed confirmation and ruled that such plea ran contrary to seven Bench judgment of Supreme Court in case of *Samsher Singh Vs. State of Punjab (supra)* and the Constitution Bench decision in case of *Sukhbans singh Vs. State of Punjab reported in AIR 1962 SC 1711, G.S. Ramaswamy Vs. Inspector General of Police and State of U.P. Vs. Akbar Ali (supra)*.

29. Mr. Raj Kumar, learned counsel appearing on behalf of the Respondent company has rightly placed reliance

upon Supreme Court decision in case of Head Master, Lawrence School, Lovedale Vs. Jayanthi Raghu and another (supra) that in the present case, deemed confirmation, ipso facto, would not arise, there being no restriction on extension of period of probation nor any stipulation of automatic confirmation in the appointment letter.

30. The letter of appointment dated 10.4.1997 did not put any bar on extension of the period of probation nor did it mention that there would be deemed confirmation of service on completion of period of probation. On the other hand, Clause 8 of the appointment letter refers to “on confirmation” which suggests that there could not have been automatic confirmation and an express order was required to be passed confirming the petitioner in service, if the respondent company intended to do so. In view of the Supreme Court decisions as noted above, I am of the view that plea that the petitioner became automatically confirmed in service upon completion of period of probation is not sustainable and deserves to be rejected. The word “on” occurring in Clause 7 of the appointment letter gives sufficient indication that petitioner could have become confirmed

employee of the company only after an express order in this regard was passed by the competent authority.

31. It is well settled law that an employee on probation has no right to hold a post and, therefore, there was no requirement of any hearing or notice before terminating the petitioner's service from the company, it being "termination simpliciter."

32. Mr. Raj Kishore Prasad Singh, learned counsel for the petitioner has contended that the Managing Director did not have the authority to terminate the service of the petitioner. Mr. Raj Kumar, learned counsel appearing on behalf of the respondent Company, has, on the other hand drawn my attention to Part IV of the Schedule of the power of the Company and has contended that Chairman -cum Managing Director of the Company is sanctioning authority and the appointing authority for the Officers in Gr. 1350-1759 equivalent to the post of Company Secretary. He has contended that fixation of probation period and confirmation of the Officers in the said Grade is within the jurisdiction of the Chairman-cum-Managing Director and not the Board of Directors of the Company. He has



further submitted that the appointing authority, i.e. Chairman – cum-Managing Director has the jurisdiction to terminate the service of officers of the Grade, the petitioner belonged to. He has contradicted the stand taken by the learned counsel appearing on behalf of the petitioner that the petitioner was appointed by the Board. He has submitted that the petitioner was appointed under the orders of the Chairman-cum-Managing Director, he being the appointing authority and his appointment was subsequently, taken note of by the Board of Directors. He, has, therefore, submitted that the action of the respondents in putting an end to petitioner's continuance in service while he was on probation. under the order of the Chairman-cum-Managing Director cannot be said to be without jurisdiction. He has also submitted that the Board of Directors considered petitioner's appeal and taking into account all aspects, as would be evident from Annexure-F to the counter affidavit, had dismissed the appeal assigning detailed and cogent reasons, which cannot be said to be suffering from any illegality warranting interference by this Court in a proceeding under Article 226 of the Constitution of India.

33. Mr. Raj Kumar, learned counsel appears to be right in his submission as noted above as learned counsel for the petitioner has not been able to convince me that Board of Directors was the appointing authority and the petitioner was appointed under the orders of the Board of Directors of the Company and it was only Board of Directors of the Company which had the jurisdiction to terminate the petitioner’s service on probation, of the company.

34. In view of the discussion as noted above, I do not find any reason to interfere with the impugned action of the respondent Company. I do not find any merit in this application.

35. This application is accordingly, dismissed.

36. I.A. No. 796 of 2002 also stands dismissed.

37. There shall, however, be no order as to costs.

(Chakradhari Sharan Singh, J)

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