

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.14877 of 2015

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Pradeep Kumar Pankaj, Son of Sri Basudeo Paswan, resident of Village and P.O.-Ghorghat P.S.- Bariyarpur, District- Munger at present residing at Vastu Vihar Project Core P.O.- Jamgoriya, P.S.- Chas near Talgarhiya More, District- Bokaro (Jharkhand).

.... Petitioner/s

Versus

1. The Bihar State Power Holding Company Limited through its Chairman cum Mangaging Director, Vidyut Bhawan, Bailey Road, Patna.
2. The Managing Director, South Bihar Power Distribution Company Limited, Vidyut Bhawan, Bailey Road, Patna.
3. The General Manager (HR and Administration), South Bihar Power Distribution Company Limited, Vidyut Bhawan, Bailey Road, Patna.
4. The Deputy General Manager (HR), South Bihar Power Distribution Company Limited, Vidyut Bhawan, Bailey Road, Patna.
5. The Electrical Superintending Engineer, Electric Supply Circle, Bhagalpur.
6. Electrical Executive Engineer, Electric Supply Division, Bhagalpur (R).

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Bajarangi Lal

For the Respondent/s : Mr. Vinay Kirti Singh

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CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA
ORAL JUDGMENT

2 24-09-2015

Heard learned counsel for the parties.

2. Having regard to the fact that the nature of appointment held by the petitioner on the post of Junior Engineer in South Bihar Power Distribution Company Limited (hereinafter referred to as 'the Company') and the fact that such contractual appointment of the petitioner at best could have given him a tenure to March 2015, this Court would not find any error in termination of his services specially when it has examined the show cause notice issued to the petitioner on 11.12.2013 as also the reply of

the petitioner filed by him on 22.09.2014 wherein the petitioner virtually had admitted all the allegations.

3. In that view of the matter, now when the contractual period of the petitioner has already been over, this Court would not like to exercise its discretionary power to go into the aspect as to whether such order will cause stigma to the petitioner in future in getting any employment.

4. That being so, this writ application fails and is, accordingly, dismissed.

5. It goes without saying that, if any, amount is still found payable to him till the date of his termination of service in accordance with the terms and conditions of his contract, that amount must be paid to the petitioner.

(Mihir Kumar Jha, J)

Sujit/-

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