

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.498 of 2015

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Deo Nath Singh Son of Late Sarjoo Singh Resident At AND P.O.-Chhota
Bari-Yarpur, Bye-pass Chowk, P.S.-Chhatauni, District-East Champaran.
..... Petitioner

Versus

1. The Bihar State Power Holding Company Limited through its Chief Managing Director, Vidyut Bhawan, Bailey Road, Patna.
 2. The Managing Director, North Bihar Power Distribution Company Limited, Vidyut Bhawan, Bailey Road, Patna.
 3. The Deputy General Manager (HR and Administration), Bihar State Power Holding Company Limited, Vidyut Bhawan, Bailey Road, Patna.
 4. The Chief Electrical Engineer (Rural Electrification), Bihar State Power Holding Company Limited, Vidyut Bhawan, Bailey Road, Patna.
 5. The Chief Electrical Engineer, Koshi Electric Supply Area Board, Saharsa
 6. The Appellate Authority, Koshi Electric Supply Area Board, Saharsa
 7. The Electrical Superintending Engineer, Electric Supply Circle, Saharsa.
 8. The Electrical Executive Engineer, Electric Supply Division, Madhepura.
- Respondents
- =====

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 ORDER

2 06-02-2015 Heard learned counsel for the parties.

Having regard to the fact that the petitioner claims payment of remuneration for the work done in capacity of Deputy Co-ordinator, an assignment which was given to him after his retirement on contractual basis for the period 1.7.2012 to 30.11.2012, this Court would find it difficult to issue any direction to the respondents for a simple reason that such order of either contractual engagement or its extension as per annexures appended to the petition was notified only up to the period of

30.6.2012. The issue as to whether the petitioner thereafter was still directed to work and had actually worked in absence of an order of extension of the period of contractual engagement cannot be adjudicated in writ proceedings. The right and obligation of the parties can in fact only be deciphered on the basis of concluded contract which in this case would be in form of office order either engaging the petitioner in service or giving extension. As noted above, such extension of the petitioner was only upto 30.6.2012. Therefore, this Court would find it difficult to issue any direction for payment of remuneration for the period 1.7.2012 to 30.11.2012.

This application, accordingly, fails and is dismissed.

(Mihir Kumar Jha, J)

surendra/-

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