

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.23632 of 2013

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Saket Kumar S/O Sri Yogendra Prasad, Resident of Village- Chakmuna,
P.O- Juniar, P.S- Hilsa, District- Nalanda.

.... Petitioner/s

Versus

1. The State of Bihar
2. The Principal Secretary, Nagar Vikash and Awas Bibhag, Government of Bihar, New Secretariat, Patna.
3. The District Magistrate, Nalanda at Bihar Sharif.
4. The Superintendent of Police, Nalanda at Bihar Sharif.
5. The S.D.O. Hilsa, District- Nalanda, Sub Division- Hilsa.
6. The Thana In- Charge, Police Station- Hilsa, District- Nalanda.
7. The Executive Officer, Nagar Parishad Hilsa, Sub- Division, Hilsa, District- Nalanda.
8. Mukhiya Parishad, Nagar Parishad, Hilsa, District- Nalanda.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Durgesh Nandan
Mr. Jayram Sharma

For the Respondent No.1 to 6 : Mr. Gyan Prakash Ojha, G.P. 22

For the Respondent no.7 & 8 : Mr. Indu Bhushan

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CORAM: HONOURABLE MR. JUSTICE BIRENDRA PRASAD VERMA
ORAL ORDER

2 07-01-2015

Heard the parties.

The petitioner is aggrieved by the order/ communication dated 24.09.2013 (Annexure-10) issued under the signature of the respondent Executive Officer, Nagar Parishad, Hilsa (Nalanda), whereby the claim of the petitioner for payment of his arrears of honorarium for the post of Computer Operator has been rejected.

Learned counsel appearing on behalf of the petitioner has argued the matter with all vehemence and has submitted that the petitioner was initially appointed on the post of Computer-Operator on contractual basis for a period of 11 months by order dated 22.09.2008 (Annexure-2) issued under the signature of respondent Executive Officer, Nagar Parishad, Hilsa. It is also contended that subsequently the period of contract was extended and, therefore, the petitioner is entitled to receive

payment of his honorarium even for subsequent period.

Learned counsel appearing on behalf of the respondents have opposed the prayer made on behalf of the petitioner and have submitted that, in fact, there was no subsisting contract between the petitioner and the Nagar Parishad and, therefore, he is not entitled to receive honorarium after 24.04.2013.

From the findings recorded in Annexure-10, this Court finds that the contractual appointment of the petitioner came to an end on 24.04.2013 and thereafter it was not extended. Despite repeated queries made by this Court, learned counsel appearing on behalf of the petitioner has not able to show any document of subsisting contract between the petitioner and the respondent Nagar Parishad.

In the aforesaid factual matrix and in view of the law laid down by the Hon'ble Apex Court in the case of **Secretary, State of Karnataka and Anr. Vs. Uma Devi (3) and others [(2006)4 SCC-1]** particularly paragraph 43 wherein it has been held that the contractual appointment comes to an end with the end of contract, this Court does not find any good ground to interfere with the impugned order/ communication as contained in Annexure-10.

In the result, this writ petition has to fail and is, accordingly, dismissed. However, the parties are left to bear their own costs.

(Birendra Prasad Verma, J)

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