

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Appeal No.631 of 2015**

Smt. Meenu Singh, W/o Shri Bhupendra Singh, age about 44 years, R/o Smrati Bhawan, Near Shahid Chowk, Station Road, Durg, Chhattisgarh, Pin Code 491001

---- Appellant**versus**

1. The Dean, Chhattisgarh Institute of Medical Sciences (CIMS), Bilaspur, Chhattisgarh
2. The Principal Secretary to the Government of Chhattisgarh, Public Health Department, Mantralaya, Mahanadi Bhawan, New Raipur, Chhattisgarh

---- Respondents

For Appellant	:	Shri Jitendra Gupta, Advocate
For State	:	Shri U.N.S. Deo, Government Advocate

Hon'ble Shri Navin Sinha, Chief Justice**Hon'ble Shri Justice P. Sam Koshy****Judgment on Board****Per Navin Sinha, Chief Justice****9/12/2015**

1. I.A. No.1 of 2015 has been filed to condone delay of 9 days in preferring the appeal. Considering the duration, it is allowed.
2. The present appeal arises from order dated 2.9.2015 dismissing Writ Petition (S) No.3224 of 2015 holding that in Writ Petition No.591 of 2002 no interim relief had been granted and the present writ petition had been preferred 13 years after termination.
3. Learned Counsel for the Appellant submitted that the Appellant was appointed on contract for a period of one year which was prematurely terminated without justification. A fresh advertisement dated 22.2.2002 was challenged in that context claiming right to continue for a period of three years under the same because of premature termination. Since the validity of the premature termination of contract was not considered in Writ Petition No.591 of 2002, fresh writ petition was preferred and therefore it cannot be said that there was an inordinate delay of 13 years in preferring the claim

and which was the primary reason why the Learned Single Judge dismissed the writ petition.

4. Learned Counsel for the State has supported the order under appeal urging that the period of one year for which the contract appointment was made has long run its course and no relief whatsoever can be granted to the Appellant. Moreover, Writ Petition No.591 of 2002 was dismissed as infructuous on the submission of the Appellant herself as evident from order dated 15.4.2015.

5. We have considered the submissions on behalf of the parties.

6. If the contract appointment was for a period of one year from 24.7.2001 and it was prematurely terminated on 22.8.2001, the period of contract itself having run its course, no relief can today be granted to the Appellant whatsoever. In Writ Petition No.591 of 2002 no interim relief was granted. In any event, even if the contract appointment was terminated prematurely, it does not give rise to cause of action for appointment as a matter of right under the advertisement dated 22.2.2002. The right to be considered was itself inchoate which may have fructified or may not have fructified. The claim that the Appellant was entitled to continue for three years under that advertisement because of premature termination of contract earlier is completely misconceived. If that were not enough, Writ Petition No.591 of 2002 was dismissed as infructuous on the submission of the Appellant herself.

7. In the entirety of the facts of the case, we find no reason to interfere with the order under appeal declining interference *inter alia* on the ground of delay.

8. The writ appeal is dismissed.

Sd/-
(Navin Sinha)
CHIEF JUSTICE

Sd/-
(P. Sam Koshy)
JUDGE