

FARAD CONTINUATION SHEET NO.

IN THE HIGH COURT OF JUDICATURE AT BOMBAY

APPELLATE SIDE, BENCH AT AURANGABAD

WRIT PETITION NO.4508 OF 2013

Office Notes, Office Memoranda of Coram, appearances, Court's orders or directions and Registrar's orders.	Court's or Judge's orders
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Mr.H.A.Joshi, advocate holding for Mr.Yashodeep Deshmukh, advocate for the Petitioner.
 Mr.S.S.Thombre, advocate for Respondent No.1.
 Mr.S.J.Salunke, advocate for Respondent No.2.

**CORAM : S.V.GANGAPURWALA &
 V.L.ACHLIYA, JJ.**

Date : 04.03.2015.

PER COURT :

1. Heard.
2. Mr.Joshi, learned counsel for the petitioner states that the University wrongly considered the candidature of Respondent No.2 for the selection process conducted by it pursuant to the advertisement dated 6.3.2012 for the post of Public Relation Officer. The learned counsel submits that Respondent No.2 on the date of application was over age. His application was also rejected, however, was subsequently accepted on the ground that Respondent No.2 is in-service candidate. According to the learned counsel, the Circular dated 3.7.2004 is misread by the Respondent No.1. The appointment order of the Respondent No.2 by the Respondent No.1

nowhere states that Respondent No.2 is appointed in a contractual manner. The case of Respondent No.1, that Respondent No.2 is appointed on contract, as such is considered in view of Circular dated 3.7.2004 is erroneous. Only those person who are appointed on daily wages, on contractual basis and on honorarium can be considered in the category of in-service candidate. Other persons can not be considered in category of in-service candidates. As Respondent No.2 is not appointed on contract basis, the application of Respondent No.2 ought to have been rejected, interalia, the whole selection process for the post of Public Relation Officer deserves to be set aside.

3. Mr.Thombre, learned counsel for the University states that Respondent No.2 is appointed on contract basis on a consolidated salary of Rs.8,000/- (Rupees Eight thousand only) p.m. for a period of five years. His appointment can be said to be on contract basis. Terms of the appointment order also depicts the same. As such the Circular dated 3.7.2004 is squarely applicable.

4. Mr.Salunke, learned counsel for Respondent No.2 also adopts the arguments of Mr.Thombre, learned counsel.

5. The appointment order dated 25.6.2009 of Respondent No.2 is placed on record. The Respondent No.2 vide the said appointment order is appointed as a Public Relation Officer on a temporary basis on consolidated salary of Rs.8,000/- (Rupees eight

thousand only) for a period of five years. It is further laid down that his service is on temporary basis and on consolidated salary. The Circular dated 3.7.2004 lays down that persons working on daily wages, so also on contractual basis, honorarium etc. working as full timers would be considered. The word “etc.” would also cover those categories of candidates who were working full time and on consolidated salary.

6. The Respondent No.2 was also working as Public Relation Officer with the University, as per the appointment order dated 25.6.2009, on a consolidated salary as a full time employee.

7. Considering the above, no case for interference is made out. The Writ Petition is disposed of. No costs.

(V . L . ACHLIYA, J .)

(S . V . GANGAPURWALA, J .)

Dt..04.03.2015.
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