

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH AT NAGPUR

WRIT PETITION NO.5436/2015

Shri Sanjay s/o Sadashivrao Belsare

...Versus...

Municipal Corporation Amravati, through its Commissioner, Amravati and others

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Shri C.V. Kale, Advocate for petitioner

**CORAM : SMT. VASANTI A. NAIK AND
A.I.S. CHEEMA, JJ.**

DATE : 28.09.2015

By this petition, the petitioner impugns the order of the Commissioner, Municipal Corporation, Amravati dated 3.9.2015, terminating the contractual services of the petitioner.

Under the scheme of the Government of India known as "Sarva Shiksha Abhiyan", the petitioner was engaged on contractual basis by the Municipal Corporation, Amravati as a research person. The contract was executed for only six months initially and fresh contracts were executed after the expiry of the term for some time. According to the petitioner, though the petitioner had done his job satisfactorily, the contract in respect of the petitioner's services was terminated on the ground that the petitioner had deprived more than 10,000 students from utilizing their textbooks. According to the petitioner, though the petitioner

was not assigned with the job of providing the books to the students, the impugned order appears to have been passed on the said ground. It is stated on behalf of the petitioner that the Commissioner of the Municipal Corporation did not have authority to discontinue the petitioner's services when the Principal of the District Institute of Education had approved the work of the petitioner.

On hearing the learned Counsel for the petitioner and on a perusal of the documents annexed to the petition, it appears that the relief sought by the petitioner cannot be granted. A perusal of the appointment order clearly shows that the petitioner was appointed on contractual basis only for a period of six months and contracts were executed between the petitioner and the Corporation for limited period from time to time. The petitioner was appointed purely on temporary and contractual basis, on an honorarium. As per clause 8 of the appointment order, the Commissioner had reserved the right of terminating the contractual services and the decision of the Commissioner was given finality. On a perusal of the contract executed between the petitioner and the Corporation, it is clear that the petitioner would not have any right to continue despite the termination of the services by the order of the Commissioner of the Municipal Corporation in terms of clause 8 of the contract. Since the petitioner was not a regular employee and was appointed on contractual basis under the scheme of the Government of India known as "Sarva Shiksha Abhiyan", the petitioner cannot effectively challenge the order of the Commissioner of the Municipal Corporation. The submission made on behalf of the

petitioner that the Commissioner did not have an authority to terminate the services of the petitioner is liable to be rejected. The appointment order itself mentions that the services of the petitioner could be terminated by the Commissioner even during the contract period. Also, the appointment order is issued by the Deputy Commissioner and the Commissioner being a superior authority, was entitled to pass the impugned order.

Since there is no merit in the writ petition, the same is dismissed with no order as to costs.

JUDGE

JUDGE

Wadkar