

**IN THE HIGH COURT OF JUDICATURE AT HYDERABAD  
FOR THE STATE OF TELANGANA AND THE STATE OF  
ANDHRA PRADESH**

**TUESDAY, THE TWENTY NINTH DAY OF  
DECEMBER TWO THOUSAND AND FIFTEEN**

**Present**

**HON'BLE SRI JUSTICE P.NAVEEN RAO**

**WRIT PETITION No.42325 of 2015**

Between:

Ch. Bharathkumar Sriharsha,  
S/o. Ch. Pidiraju, Aged about 25 years,  
Occ: Unemployee,  
R/o. Door No.33-10-16, Karnala Street,  
Allipuram, Visakhapatnam – 530 004,  
Andhra Pradesh.

.. Petitioner

AND

State of Andhra Pradesh,  
Rep. by its Principal Secretary,  
Health, Medical & Family Department,  
Secretariat Buildings, Hyderabad & 4 others

## .. Respondents

**The Court made the following:**

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**HON'BLE SRI JUSTICE P.NAVEEN RAO**

**WRIT PETITION No.42325 of 2015**

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**ORDER:**

The petitioner claims to be a qualified Nutritionist having Post Graduation degree in Food, Science and Technology. As a consequence to the orders of the Government in G.O.Ms.No.49, Health Medical and Family Welfare (D2) Department, dated 25.02.2012, for recruitment of two posts of Pediatricians and Staff Nurses and support staff on contract basis in order to strengthen the Child Health Services in Government Hospitals, the process of recruitment was initiated and the petitioner was selected and appointed as Nutritional Counsellor vide proceedings, dated 24.08.2012. The appointment granted to the petitioner was on contract basis valid for a period of one year from the date of joining. The petitioner joined the service on 27.08.2012. Thus, the contract was operative for a period of one year i.e., till 26.08.2013. By proceedings, dated 06.09.2013, the petitioner was informed that he is disengaged from his duties with effect from 01.09.2013. The petitioner contends that similarly situated persons who are appointed along with the petitioner are continued by renewing the contract year after year. The petitioner was out of duty on account of an accident occurred to him where he was on the treatment and became immobile and could not attend to duties. After he is recovered from the ailment, he has been making representations for reinstatement and continuation

of service. Aggrieved by non-consideration of his representations, this writ petition is filed.

2. *Prima facie*, as seen from the order of appointment, dated 24.08.2012, the appointment of the petitioner was on contract basis valid for a period of one year from the date of joining. Once appointment is on contract basis with a fixed term, at the end of the term the relationship between master and servant ceases and subsequently if employment is continued, it is by way of appointment afresh in the subsequent periods. A person whose appointment is on contract for a fixed term, no right accrues to him for renewal of contract and for further continuation of service. Admittedly, after the period of contract was over, the petitioner was disengaged from service vide proceedings, dated 06.09.2013. Thus, no right accrues to the petitioner to insist for further engagement merely because he was earlier engaged. It is always open for the competent authority to resort for fresh procedure of engagement and the petitioner can at the most be entitled to consider for such engagement as and when the authority takes steps to fill the vacancy, but the petitioner cannot insist for continuation in employment only on the ground that earlier he worked on contract basis.

3. On the right and entitlement of a tenure appointee, the principle of law is well settled.

4. In **SATISH CHANDRA ANAND Vs. UNION OF INDIA**<sup>[1]</sup>, five judge bench of the Supreme Court held; “State can enter into contracts of temporary employment and impose special terms in each case, provided they are not inconsistent with the Constitution, and those who chose to accept those terms and enter into the contract are bound by them, even as the State is

bound” (para 13).

5. In **P.DOKI Vs. GOVERNMENT OF INDIA AND OTHERS**<sup>[2]</sup>, the scope of tenure appointment has fallen for consideration. This Court reviewed the entire law on the subject and held:

“22. The empirical principles governing a tenure appointment and the precedents analysed supra applied to the facts of the case on hand, clearly ordain the conclusion that with the expiry of petitioner’s tenure of appointment by 16.10.2001 he had no right to continue thereafter absent an expressed order extending his tenure or appointing him afresh on a fresh tenure of office.”

6. Guided by the principle of law as stated above, the prayer sought in the writ petition is not maintainable and the writ petition is liable to be dismissed and accordingly, the Writ Petition is dismissed. Notwithstanding dismissal of writ petition, petitioner can independently work out his remedies as available to him and it is also competent for the authority to consider the claim of petitioner as per the representations made. There shall be no order as to costs. Miscellaneous petitions, if any, pending in this writ petition shall stand closed.

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**P.NAVEEN RAO, J**

Date: 29<sup>th</sup> December, 2015

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**HON’BLE SRI JUSTICE P.NAVEEN RAO**

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WRIT PETITION No.4

Date: 29<sup>th</sup> Decem

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[1]

2003 (3) ALD 245