

IN THE HIGH COURT OF JUDICATURE AT PATNA

Letters Patent Appeal No. 556 of 2014

Arising out of

Civil Writ Jurisdiction Case No. 22201 of 2012

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Hareshwar Singh, Son of Janardan Singh, Resident of Fursatpur, P.O. & P.S. -
Garkha, District - Saran at Chapra.

.... Appellant/s

Versus

1. The State of Bihar
2. The Principal Secretary, Human Resources Development Department,
Government of Bihar, Patna.
3. The Director, Mid Day Meal Scheme, Bihar, Patna.
4. The District Magistrate, Saran at Chapra.
5. The Officer Incharge, District Mid Day Meal Scheme, Saran at Chapra.
6. The District Education Officer, Saran at Chapra.

.... Respondent/s

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Appearance :

For the Appellant/s : Mr. Yugal Kishore, Sr. Advocate

Mr. Sanjay Kumar, Advocate

For the State : Mr. Sanjay Kumar, A.C. to G.A. 13

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CORAM: HONOURABLE MR. JUSTICE HEMANT GUPTA

and

HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH

ORAL JUDGMENT

(Per: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH)

Date: 08-09-2016

Heard learned counsel for the parties.

2. The challenge in the present intra Court appeal
is to the order dated 24.02.2014 passed by the learned single Bench
by which C.W.J.C. No. 22201 of 2012 filed by the appellant has been



dismissed.

3. The appellant was appointed as Prakhand Sadhan Sevi, Amnour on 21.09.2007 for a period of 11 months initially, which was extended from time to time. Lastly the period was extended till 31st March, 2012. In the meantime on 12.04.2011, Amnour P.S. Case No. 21 of 2011 was registered and two persons were arrested transporting rice in which the appellant was also made an accused for the reason that the rice was meant for Mid-Day Meal Scheme and the appellant was the person who had taken delivery of the foodgrains from the Bihar State Food and Civil Supplies Corporation. Thereafter, in the meeting of the Selection Committee of Mid-Day Meal Scheme, Saran at Chapra held on 20.10.2012 decided not to extend the period of engagement of the appellant. However, he was allowed payment till that time. The appellant being aggrieved by such decision not to extend the period of his contractual employment moved before the learned single Bench in C.W.J.C. No. 22201 of 2012 and the order dated 24.02.2014 dismissing the writ application is subject matter of the present Letters Patent Appeal.

4. Learned counsel for the appellant submitted that the decision of the authorities is vitiated in law and against the principles of natural justice, since no show cause was issued to him or opportunity given to explain the charges. Learned counsel further



submitted that the F.I.R. lodged, in which he has also been made accused, is totally erroneous as he was neither caught with the foodgrains nor was he responsible as he had only received the foodgrains from the Bihar State Food and Civil Supplies Corporation, which was taken by the contractor for Mid-Day Meal Scheme. It was further submitted that the removal of Prakhanda Sadhan Sevi, can only be after issuance of show cause notice and the same being found unsatisfactory, as per the letter of the Director, Mid-Day Meal Scheme, Bihar, Patna contained in Memo No. 5962 dated 17.11.2011.

5. Learned counsel for the State submitted that the appellant being made accused in an F.I.R. relating to performance of his official duty has rendered himself ineligible for extension of his contractual engagement.

6. Having considered the rival contentions, we do not find any merit in the present Letters Patent Appeal. The appellant, admittedly, was engaged on contractual basis, which was purely temporary, as stipulated in the scheme for such employment itself. Further, the responsibility of the appellant was to receive the foodgrains, along with the Contractor, and the same was meant for the Mid-Day-Meal Scheme and the recovery of the same by the police from two persons unconnected with the scheme clearly would



not absolve the appellant from his responsibility. Moreover, the letter of the Director dated 17.11.2011 requiring issuance of show cause and consideration of the same relates to a case where the person is removed, which is not the position in the instant case. The contract period of the appellant was not extended and, thus, it is not a case where such employment was terminated and the appellant removed. In fact, since the decision taken was *post facto*, the appellant was also directed to be paid for the period he had worked, even beyond the term of his last renewed contract, till the decision of the Committee. This appears to be quite reasonable. The ground for not extending the contract period, which was an F.I.R. being lodged against the appellant, is a relevant and cogent factor and cannot be said to be arbitrary. Moreover, as per the letter of the Director dated 17.11.2011, if the work of the concerned has not been satisfactory, the period of engagement should not be extended. In the present case, there being an F.I.R. lodged against the appellant relating to his performance of official duties is a valid ground for holding that his service has not been satisfactory. In any view of the matter, a purely temporary and contractual engagement not being extended/renewed can neither be said to be stigmatic nor in violation of any provision of law.

7. In view of the aforesaid, we do not find any error



either in the order of the authorities or the learned Single Bench warranting interference.

8. Accordingly, the Letters Patent Appeal stands dismissed.

(Hemant Gupta, J.)

(Ahsanuddin Amanullah, J.)

Anand Kr.

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