

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No. 13453 of 2011

=====

Ram Pujan Singh S/O Shree Dukhi Singh R/O Vill.- Mano, P.O.- Mano,
Distt.- Lakhisarai

.... Petitioner

Versus

1. The State of Bihar through the Principal Secretary Rural Development
Department Govt. of Bihar, Old Secretariat, Patna
2. The District Magistrate (D.M), Munger
3. The Deputy Development Commissioner cum Chief Executive Officer,
DRDA (D.D.C/ C.E.O), Munger
4. The Block Development Office (B.D.O.) Sadar Block, Munger

.... Respondents

=====

Appearance :

For the Petitioner/s : Mr. Uday Pratap Singh
Mr. Raj Kumar Choudhary
For the Respondent/s : AC to Addl. Advocate General 6

=====

CORAM: HONOURABLE MR. JUSTICE RAKESH KUMAR
ORAL ORDER

5. 06-04-2016 Heard Sri Uday Pratap Singh, learned counsel, who
was assisted by Sri Raj Kumar Choudhary, learned counsel for the
petitioner and learned A.C. to Addl. Advocate General – 6.

The petitioner in the present writ petition has made a
prayer for directing the respondents to pay his due salary from
27-06-2007 to 28-05-2009.

It is case of the petitioner that he was appointed as
Assistant Teacher in a school and while continuing in school as
Teacher, an advertisement was published in the year 2006 from
the Rural Development Department, Govt. of Bihar for
engagement on contractual basis for two years for different posts



including the post of Junior Engineer. The petitioner, being qualified, applied and he was appointed on contract basis for two years. It is admitted case that petitioner's employment had come to an end on 28-05-2009 and thereafter, the petitioner has again joined the post of Assistant Teacher. The period of contract expired on 28-05-2009, thereafter, in the month of August, 2011, the petitioner has approached this Court with a plea that he was not paid his emoluments, in terms of advertisement, which was advertised for selection on contractual basis. It is not in dispute that the petitioner right from his engagement on contractual basis i.e. from 27-06-2007 received emoluments, but after about two years of expiry of contractual period, the petitioner has approached this Court for directing the respondents to pay the difference of salary, as claimed by the petitioner.

The Court is of the opinion that once he continued on contractual basis and if he was being paid lesser amount, contrary to the advertisement, he was required to immediately raise the dispute and in case of refusal, he was required to approach this Court, but since he continued for two years and the present writ petition has been filed almost after two years from the end of the contractual period, no relief can be granted by this Court. It appears that even if there was any right in favour of the petitioner,

he slumbered over his right for a longer period and as such, the writ petition stands dismissed.

(Rakesh Kumar, J.)

Anay

U			
---	--	--	--