

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.3217 of 2014

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1. Sanjay Kumar Jha S/O Sri Naresh Jha R/O Mohalla Vidyapati Nagar, Ward No. 19, Saharsa

.... Petitioner/s

Versus

1. The Union Of India Through The Secretary, Ministry Of Human Resources Development, New Delhi
2. The Commissioner , Navodaya Vidyalaya Samiti, A-28, Kailash Colony, New Delhi
3. The Deputy Commissioner, Navodaya Vidyalaya Samiti, Regional Office, Bihar, Opposite A.N. College, Boring Road, Patna
4. The Principal, Jawahar Navodaya Vidyalaya, Bairiyahi, Saharsa
5. The District Magistrate, Saharsa
6. The District Education Officer Saharsa

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. AJAY KUMAR SHARMA

For the State : Mr. A.UJJWAL

For the Union : Mr. Shyam Bihari Singh(C.G.C.)

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CORAM: HONOURABLE MR. JUSTICE NAVANITI PRASAD SINGH

and

HONOURABLE JUSTICE SMT. NILU AGRAWAL

ORAL JUDGMENT

(Per: HONOURABLE MR. JUSTICE NAVANITI PRASAD SINGH)

Date: 22-01-2016

Heard learned counsel for the petitioner. The petitioner is aggrieved by the judgment and order of the Central Administrative Tribunal, Patna Bench, Patna, dated 25th October, 2013, passed in O.A. No. 155/2009. The petitioner was working as a Plumber-cum-Electrician at the Jawahar Navodaya Vidyalaya, Bariyahi, Saharsa. He is aggrieved by the alleged termination of his service by the authority.

2. We have heard learned counsel, and perused the order of the Tribunal. There is no dispute that the petitioner had been

working in Jawahar Navodaya Vidyalaya; first as a daily wager and then on yearly contract.

3. The Tribunal has noticed that it was not a case of dismissal or termination, rather it was a case of non-renewal of the contractual appointment. The Tribunal, thus, refused to interfere in the matter, and we concur, for the contractual appointment itself comes to an end upon the contract period being over. It cannot be continued, except by mutual agreement of the parties. The mutual agreement not being there, and the contract not having been renewed, no authority can issue any direction, of course to a party, to renew the contract. That being the position, we are not inclined to interfere in the matter.

4. The writ petition is devoid of any merit and is dismissed accordingly.

(Navaniti Prasad Singh, J)

B.K.Roy/-

(Nilu Agrawal, J)

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