

IN THE HIGH COURT OF JUDICATURE AT PATNA

**Letters Patent Appeal No.2129 of 2015
IN
Civil Writ Jurisdiction Case No. 12169 of 2011**

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1. Vandana Deo W/o Sanjay Deo resident of A - 160 P.C. Colony, Kankarbagh,
District - Patna

.... Appellant/s

Versus

1. The State of Bihar through Principal Secretary, Health Department, Govt. of
Bihar, Patna
2. The Project Director, Bihar State Aids Control Society (Health Department Govt.
of Bihar), Sheikhpura, Patna
3. The Deputy Director (VCTC), Bihar State Aids Control Society (Health
Department, Govt. of Bihar), Sheikhpura, Patna

.... Respondent/s

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Appearance :

For the Appellant/s : Mr. Satya Narayan Mishra
Mr Sanjay Kumar
For the State : Mr. Anjani Kumar, AAG 4
For Respondents 2&3 : Mr Ashok Kumar Dubey
Smt. Mamta Vijaya

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**CORAM: HONOURABLE MR. JUSTICE AJAY KUMAR TRIPATHI
and
HONOURABLE JUSTICE SMT. NILU AGRAWAL**

ORAL JUDGMENT

(Per: HONOURABLE MR. JUSTICE AJAY KUMAR TRIPATHI)

Date: 15-05-2017

Heard counsel for the appellant, counsel for the State as
well as Bihar State Aids Control Society.

2. The impugned order in the present Letters Patent
Appeal is dated 14.7.2015. The learned Single Judge dismissed the
writ application refusing to interfere with the impugned order, which
is Annexure- 7 to the writ application dated 27.6.2011.

3. The appointment of the appellant was on contract



executed between the Bihar State Aids Control Society and her. After the initial deployment of the appellant at Nawadah, she was asked to shift to her original place of joining at Muzaffarpur but she resisted and refused to do so but managed to get herself accommodated in Jay Prabha Hospital at Kankarbagh, Patna, in the Blood Bank Unit of the said Hospital. The contract of the appellant expired on 30.6.2011. She along with large number of such appointees on contract were directed to report to the original place of joining so that the contract would be re-executed and the period of contract would be extended. Instead of doing so, the present appellant filed a writ application making a grievance that such post or position is non-transferable and she should not be made to leave her present place of deployment. The learned Single Judge taking into consideration the scheme of such engagement as well as the stand of the respondent, Aids Control Society, came to a considered opinion that the appellant had no case at all. On the failure to beget any kind of relief from the learned Single Judge, the appeal came to be filed.

4. Learned counsel for the appellant starts his argument on a high note that the order of the learned Single Judge is per inquirium. A Division Bench in similar matter has already interfered and granted relief and based on the said Division Bench decision, yet another Bench has passed order of relief.



5. On a closer scrutiny, it seems that the submission so made by the appellant's counsel is totally misplaced and out of context. First, the order of Division Bench, which was passed in LPA No.1150 of 2013 on 12.1.2015, was not brought to the notice of the learned Single Judge before passing of the order on 14.7.2015 by him, therefore, the learned Single Judge had no occasion to consider the said decision.

6. The other argument, which is of significance, is that admittedly the contract of the appellant expired on 30.6.2011. Instead of reporting back to the original place of joining, she rushed to the Court and interim order was granted but then the writ got dismissed for default. On restoration, when the matter was finally decided, the period of contract had well come to an end and now almost six years have gone past and there is no contract or lis subsisting between the appellant and the respondent.

7. To a pointed question put to the counsel for the appellant and the Bihar Aids Control Society, there seems to be unanimity that the period of contract has not been extended nor a new contract has been entered into. The appellant is not a permanent appointee under the Bihar Aids Control Society and it was a 'contract for service'. When the contract expired, the relationship between Aids Control Society and the appellant came to an end.



8. The stand of the learned counsel for the appellant that since she has not been relieved, therefore, she should be deemed to be continuing and the contract will subsist is a complete misnomer in law because after the expiry of the contract between the parties, there is no question of any relieving by any authority. The relationship between the two parties automatically ceased the day the contract expires.

9. Since there is no lis or relationship between the appellant and the respondents since 2011, the whole appeal now remains academic. This Court cannot interfere with the learned Single Judge's order which any way does not suffer from any infirmity nor can this Court now grant the relief and pass any order with regard to the fact that no contract now subsists between the appellant and the respondent.

Appeal has no merit. It is dismissed.

(Ajay Kumar Tripathi, J)

(Nilu Agrawal, J)

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