

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No. 6114 of 2009

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Ashok Prasad @ Ashok Kumar Prasad, Son of Late Santpratap Prasad,
resident of A 43, Sita Ashray Appartment Arrah Garden, Jogdeva Path,
Police Station – Rupaspur, Patna.

.... Petitioner

Versus

1. The Union of India through the Chairman, National Textile Corporation,
iv Lodi Complex, Lodi Road, New Delhi.
2. The M.D./officer-in-charge, National Textile Corporation (WBABO)
limited, 7th Jawaharlal Nehru Road, Kolkata – 700013.
3. The General Manager, National Textile Corporation.

.... Respondents

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Appearance :

For the Petitioner/s : Mr. Pramod Rajpati

For the Respondent/s : Mr. K.N.Gupta

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CORAM: HONOURABLE MR. JUSTICE RAKESH KUMAR
ORAL ORDER

8. 02-05-2017 Heard Sri Pramod Rajpati, learned counsel for the
petitioner and Sri K.N.Gupta, learned counsel, who has appeared
on behalf of respondent/National Textile Corporation (hereinafter
referred to as ‘Corporation’).

The petitioner has approached this Court invoking its
writ jurisdiction under Article 226 of the Constitution of India,
with a prayer to issue writ of mandamus commanding the
respondent to pay salary/allowance from 01-05-2007 to
30-06-2008.

It has been claimed that though petitioner had worked
and procured business for the respondent/Corporation, the
petitioner has not been paid his salary/allowance for the said



period. It has been accepted by the petitioner that he was earlier working in National Textile Corporation and retired from service on 31-01-2007. Subsequently, vide **Annexure – 1** to the writ petition, the petitioner was engaged as Marketing Consultant for liaisoning work.

On perusal of **Annexure – 1**, it is evident that it was a contractual engagement, that too for a specific period of three months with effect from 1st February, 2007 to 30th April, 2007. However, it was indicated in **Annexure – 1** that the period can be extended or curtailed, as per requirement.

Learned counsel for the petitioner submits that even after expiry of three months time, the petitioner worked as Marketing Consultant and got huge benefit to the respondent, however the respondent had not paid his remuneration for the said period, as has been claimed. It has also been argued by learned counsel for the petitioner that before expiry of three months contractual period, the petitioner, vide **Annexure – 2** to the writ petition, had requested for extension of the period, however; no communication was made from the end of the Corporation. According to learned counsel for the petitioner, since request was made by the petitioner for extension of time, in case of non-communication, it will be deemed that period of contract was



extended.

The Court is of the opinion that such submission is required to be noticed only for its rejection. Once by a contract, the petitioner was engaged only for a period of three months, unless and until, there was any indication from the National Textile Corporation to show extension, it may be concluded that contract period was never extended.

In view of absence of any communication showing extension of contract period, there is no need to entertain the claim of the petitioner.

The writ petition stands dismissed.

(Rakesh Kumar, J.)

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