

IN THE HIGH COURT OF JUDICATURE AT PATNA

Letters Patent Appeal No.422 of 2016

IN

Civil Writ Jurisdiction Case No. 12857 of 2015

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Niraj Kumar Mishra, Son of Sri Surendra Narayan Mishra, resident of village -
Alam Nagar, P.S. Alam Nagar, District - Madhepura (Bihar)

.... Appellant

Versus

1. The State of Bihar.
2. The Principal Secretary, Education Department, Government of Bihar, Patna.
3. The Secretary Primary Education Bihar, Patna.
4. The Director, Midday Meal Scheme, Education Department, Government of Bihar, Patna.
5. The District Magistrate, Madhepura, District- Madhepura.
6. The District Programme officer Midday Meal Scheme, Madhepura.

.... Respondents

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Appearance :

For the Appellant : Mr. Alok Kumar Singh, Advocate.

For the Respondents : Mr. Madhuresh Prasad, G.P. 12.

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CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE SUDHIR SINGH

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date: 09-05-2017

Having heard learned counsel for the parties, we find that only ground raised before us was that in pursuance to the contract of appointment, clauses 8 and 9 contemplate a provision for following principle of natural justice as the said principle has been breached in the present case, the termination of contract of service is unsustainable.

However, learned counsel representing the respondent argues that both these clauses are not applicable in the case of the petitioner. In this case, the period of contract appointment of the petitioner was over and after the contract period was over, on the basis of past service of the petitioner, the contract was not extended.



Therefore, once the contract has expired, in the matter of extension of the contract the principle of natural justice is not applicable.

Learned counsel appearing for the petitioner has rebutted the aforesaid and argues that the reason for non- extention of the contract is stigmatic and therefore the principles of natural justice are liable to be followed.

We are of the considered view that the contention of the petitioner cannot be accepted. The learned Writ Court has examined all the factors and was of the view that after the period of contract was over and looking to the past service of the petitioner a decision was taken not to renew the contract of service, after the termination of the contract with the efflux of law, as no right accrues to the petitioner to seek extention of contract as a matter of right. That being the position, we find no reason to make any indulgence in the matter.

The appeal stands dismissed.

(Rajendra Menon, CJ)

(Sudhir Singh, J)

U.K./-

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