

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.15141 of 2008

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Tushar Kanti Kundu, Son of Late Ananta Kumar Kundu, Resident of 193 Rai Hasanpur Chai Tola, Nobel Ink Compound, Banki Pur, District – Patna -4.

.... Petitioner

Versus

1. The Union of India, through the Secretary Ministry of Human Resources Department of Secondary and Higher Education, Shastri Bhawan, New Delhi.
2. The Director National Institute of Technologies, Ministry of Human Resources Department of Secondary and Higher Education, Shastri Bhawan, New Delhi.
3. The National Institute of Technology, Patna through it's Registrar National Institute of Technology, Patna.
4. The Director National Institute of Technology, Patna.

.... Respondents

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Appearance :

For the Petitioner : Mr. Siya Ram Shahi, Advocate.

Mr. Anjani Kumar Mishra, Advocate.

For the Respondents : Mr. Sudhir Singh(ASST.SG)

Mr. Shashi Bhushan Prasad, Advocate.

Mr. Krishna Murari Prasad, Advocate.

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CORAM: HONOURABLE MR. JUSTICE PRABHAT KUMAR JHA

ORAL JUDGMENT

Date: 19-01-2017

Heard Shri Siya Ram Shahi, learned counsel for the petitioner.

The petitioner filed this writ petition for quashing Annexure-11 as contained in Letter No. N.I.T.P./1275-83/08 dated 25.04.2008 by which the service of the petitioner was terminated with effect from 15.04.2008 under Clause-6 of the agreement for appointment on contract.

Relevant facts are that in pursuance of an agreement Annexure-2, the petitioner was appointed on contract basis as Deputy Registrar, (Finance and Account) National Institute of Technology, Patna.

Shri Siya Ram Shahi, learned counsel for the petitioner submits that without giving any notice or giving any reason the service of the petitioner was terminated, even notice of one month was not given. The



order suffers from illegality, but I find no force in the argument of the learned counsel, on the simple ground, that the petitioner was appointed on the post of Deputy Registrar, (Finance and Account) National Institute of Technology, Patna in pursuance of an agreement for appointment on contract. Clause-6 of the aforesaid agreement (Annexure-2) clearly says *“The contract may be terminated by either side with a prior notice of one month. The institute will be at liberty to terminate the contract with immediate effect by paying the contractual remuneration of one month in lieu of one month prior notice.”*

It appears from perusal of Annexure-11, itself that the service of the petitioner was terminated with immediate effect and the account section was ordered to pay contractual remuneration of one month to the petitioner in lieu of one month prior notice. If the remuneration of one month prior notice has not been paid to the petitioner, the respondents shall pay the same to the petitioner forthwith.

Considering the facts aforesaid, I do not find any merit in this writ petition. Accordingly, the same is dismissed.

(Prabhat Kumar Jha, J.)

KKSINHA/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	30.01.2017
Transmission Date	

