

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WRIT PETITION (S) NO. 1164 OF 2017

1. Smt. Rita Puri, W/o Shri Arvind Puri, aged about 36 years, R/o Housing Board Kohka, Bhilai, District Durg (C.G.)
2. Bhupendra Singh Rathore, S/o Jadunath Rathore, aged about 39 years, R/o Village and Post Surdung, District Durg (C.G.)
3. Chhannu Lal Piyush, S/o Late Shankar Lal Piyush, aged about 45 years, R/o ITI Colony, Power House Bhilai, District Durg (C.G.)
4. Murtaza Daudi, S/o Shri Hamid Ali Daudi, aged about 37 years, R/o EWS-226, CG Housing Board Kohka, Bhilai, District Durg (C.G.)

... Petitioners

Versus

1. State of Chhattisgarh, through the Secretary, Technical Education, Manpower Employment, Science and Technology Department, Mahanadi Bhawan, Raipur, District Raipur (C.G.)
2. Director-cum-Commissioner, Employment and Training Directorate, 1st Floor, Block-04, Indrawati Bhawan, Chhattisgarh, New Raipur, District Raipur (C.G.)
3. Principal, Govt. Industrial Training Institute, Bhilai, District Durg (C.G.)

... Respondents

For Petitioners	:	Mr. Uttam Pandey, Advocate.
For Respondents	:	Mr. Shashank Thakur, Govt. Advocate.

Hon'ble Shri Justice P. Sam Koshy

Order on Board

08/03/2017

1. Grievance of the Petitioners is that they were initially engaged as contractual employees on a specific contract entered into with the Respondents for a specific period. Some of the Petitioners were engaged somewhere in the year 2007 and some of them in the year 2010. Thereafter, they continued to work as contractual employees till 3.2.2017 and so far as the Petitioner No.4 is concerned his contract period has expired on 11.2.2017.
2. According to the Petitioners there is still availability of work but the contract period has not been renewed or a fresh contract executed, thereby the Petitioners have been rendered jobless and therefore appropriate direction may be issued to the Respondents for continuing the contract period of the Petitioners.

3. Counsel for the State at this juncture submits that since the substantive appointment of the Petitioners initially was as a contractual employee, they do not have any vested or indefeasible right created in their favour by virtue of that contractual engagement. The very term 'contractual appointment' clearly indicates that the period of employment would be as long as it is specified in the contract. The moment the contract comes to an end, the Petitioners do not have any right to be continued thereafter.

4. Counsel for the State relies upon the decision of Hon'ble Supreme Court rendered in the case of State of Himachal Pradesh v. Suresh Kumar Verma [1996 (7) SCC 562] and also the case of Hargurpartap Singh & Others v. State of Punjab & Others, decided on 7.11.2013 in Civil Appeal No. 8745 of 2003.

5. Without further entering into the merits of the case, this Court is of the opinion that so far as the Petitioners are concerned, since admittedly their contract period has come to an end, this Court in exercise of writ jurisdiction would not have the power to direct the Respondents to continue the services of the Petitioners any further. No doubt the Petitioners have discharged the duties as contractual employee for quite some time now as on day their contract period stands concluded.

6. The Hon'ble Supreme Court in a series of decisions particularly the judgment which has been referred to in the preceding paragraphs as also in the case of State of Haryana & Others v. Piara Singh & Others [1992 (4) SCC 118] which has been further reiterated in the case of Dr. Chanchal Goyal (Mrs.) v. State of Rajasthan [2003 (3) SCC 485], has categorically held that the State does not have the power to replace one set of contractual/ad-hoc employees by another set of contractual/ad-hoc employees. In case, if there is availability of work and the regular employment in accordance with the rules applicable in the department is not being made out and yet if the State still

intends to take work they should call from the list of the contractual employees who have already worked with the department and whose tenure has recently been concluded.

7. It is thus observed that the Petitioners shall move appropriate representation before the competent authority putting forward their claim and showing their interest if they still want to work as contractual employee and in turn if the Government intends to take work from contractual engagement preference should be given to the Petitioners and similarly placed persons.

8. With the aforesaid observations, the writ petition stands finally disposed of. No order as to costs.

Sd/-
(P. Sam Koshy)
Judge

/Sharad/