

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (S) No.1399 of 2017**

1. Khitibhushan Singh Dansena S/o. Shri Shiv Kumar Dansena, Aged About 31 Years Occupation- Ex- Member W D T (Contract), R/o. Chopadapara Ambikapur, P. S. Ambikapur, Civil & Revenue Distt. Surguja (Chhattisgarh).
2. Manoj Kumar S/o. Shri Anandram, Aged About 36 Years R/o Village Parwatipur, Post Bargidih, Block & P. S. Lundra, Civil & Revenue Distt. Surguja (Chhattisgarh).

---- Petitioners**Versus**

1. State Of Chhattisgarh Through The Secretary, Panchayat And Social Welfare Department Mahanadi Bhawan, Capital Complex Raipur, District Raipur (Chhattisgarh)
2. The Chief Executive Officer, SLNA Integrated Water Shed Management Program Development Commissioner, Vikas Bhawan, Civil Lines Raipur, Distt. Raipur (Chhattisgarh).
3. Collector, Ambikapur, District Surguja (Chhattisgarh)
4. Deputy Director Agriculture/ Project Manager (WCDC) Ambikapur, Distt. Surguja (Chhattisgarh)
5. Chief Executive Officer, District Panchayat Ambikapur, Distt. Surguja (Chhattisgarh)
6. Project Officer Intergrated Water Shed Management Program IWMP-14 Ambikapur, Distt. Surguja (Chhattisgarh).

---- Respondents

For Petitioners	:	Shri Sunil Sahu, Advocate.
For Respondent/State	:	Shri B Gopa Kumar, Dy. Advocate General.

Hon'ble Shri Justice P. Sam Koshy**Order On Board****23/03/2017**

1. The present petition has been preferred seeking for a direction to the respondents to renew the contract of employment with the respondents which the petitioners have been availing since 2012 and 2014 respectively. The second relief which the petitioners have sought for is a direction to the respondents to release the salary of the petitioners for the period from February, 2015 to December, 2016 during which time though

the petitioners have worked continuously, but salary has not been paid to them.

2. So far as relief for a direction to renew the contract employment is concerned, this court is not inclined to accept the said prayer of the petitioners for the simple reason that the previous engagement of the petitioners with the respondents was as a contractual employee. The very term contractual employment itself means that it is a contract for specific period and that the moment the period of contract expires, the relationship between the two persons who had entered into an agreement, comes to an automatic end. The last contract of the petitioners came to an end in December, 2016. Thereafter, the respondents have not renewed the contract.
3. So far as the legal position is concerned, the law is by now well settled that the contractual employee does not have any indefeasible right created seeking for continuation of the contract even after the conclusion of contract period. The conditions attached to the contract entered into between the parties would be binding upon the petitioners.
4. Renewal or extension of contract is always the prerogative of the employer. If the employer feels that the services of the petitioners were not suitable, the High Court in exercise of writ jurisdiction under Article 226 of the Constitution of India would not have a power and jurisdiction to issue suitable instructions for extension of contract in the nature of mandamus directing the State to enter contract with the petitioners. Thus the prayer for a direction to the respondents for renewal of the contracts of the petitioners is rejected.

5. However, the relief so far as release of salary is concerned, indisputably, if the petitioners have discharged their duties in accordance with the contract between February, 2015 to December, 2016, this court does not see any reason why the petitioners should not be paid the salary as agreed by the respondents. It is therefore directed that the respondents No.4 to 6 shall immediately take all necessary steps ensuring that the salary of the petitioners for the period between February, 2015 to December, 2016 is released at the earliest.
6. It is made clear that if the salary is not paid within a period of 90 days from today, the said amount payable to the petitioners shall carry interest @ 10 percent per annum from the date it fell due till the actual payment is made.
7. Accordingly, the writ petition is partly allowed to the above extent.

Sd/-
(P.Sam Koshy)
Judge