

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**WPS No. 4416 of 2015**

1. Hemant Kumar Anant S/o Shri Shivnarayan Anant, Aged About 30 Years (Assistant Grade-3) R/o Village Uchchabhitthi, Post Mahauda, Police Station Champa, Civil And Revenue District Janjgeer - Champa (Chhattisgarh)

---- Petitioner**Versus**

1. The State Of Chhattisgarh Through: The Secretary, Department Of Panchayat And Rural Welfare, Mantralaya, Mahanadi Bhawan, Naya Raipur (Chhattisgarh)
2. The Collector/ District Program Coordinator (MGNREGA), Civil And Revenue District Janjgeer - Champa (Chhattisgarh)
3. The Zila Panchayat, Through: The Chief Executive Officer/ Additional District Program Coordinator (MGNREGA), District Panchayat Janjgeer - Champa, Civil And Revenue District Janjgeer - Champa (Chhattisgarh)

---- Respondent

For Petitioner	Shri Roop Naik, Advocate
For Respondent/State	Shri Shashank Thakur, Govt. Advocate
For Respondent No.3	Shri Shashank Thakur, Advocate

Hon'ble Shri Justice Prashant Kumar Mishra**Order On Board****11/05/2017**

1. Petitioner would assail the order Annexure – P/1 whereby his contract service has been terminated and he has been relieved from the post of Assistant Grade III in the establishment of the Zila Panchayat, Janjgir-Champa.

2. Case of the petitioner, in brief, is that the petitioner was appointed as AG II on contract basis on 11-11-2011. Set up of the Zila Panchayat, Janjgir-Champa was approved wherein the post of AG II did not find place, however, since the post of AG III was introduced, the respondents allowed the petitioner to work on contract basis on the post of AG III even after 28-2-2015. When the period of his contract service was over, by Annexure – P/5 the Collector, Janjgir-Champa issued advertisement to fill up the post of AG III, therefore, the services of the petitioner were terminated.
3. It is argued that the petitioner's contract appointment has been cancelled or terminated before the expiry of the term, however, the petitioner was not paid one month's salary, which was necessary to be paid in terms of the appointment failing which the order is vitiated. Learned counsel would also submit that there being no complaint against the petitioner's performance during his contract service, he could not have been removed without assigning any reason.
4. Learned counsel appearing for the respondents, *per contra*, would submit that the post on which the petitioner was working has already been filled up pursuant to the recruitment process

drawn vide advertisement Annexure – P/5. He would further submit that the petitioner has already been paid one month's salary vide Annexure-R/3-5 by depositing the amount in the petitioner's account in the month of November, 2015 itself.

5. It is the well settled proposition of law that the contract appointee has no right to hold the post. It is also settled that if the termination is within the terms of appointment, the contract appointee cannot claim continuation unless the order is stigmatic.
6. In the case at hand, the petitioner has been removed and one month salary has already been paid to him in the next month after the petitioner's removal.
7. Learned counsel for the respondents would submit that as per the information provided by the concerned Department, the petitioner has also participated in the selection process, but could not be selected, therefore, once having participated he cannot question the validity of the advertisement nor can he claim continuation as contract appointee.
8. This Court is convinced with the submission made by the learned counsel for the State that the petitioner has no right to hold the post and moreover, he has already appeared in the

selection process drawn vide Annexure – P/5, therefore, prayer made in the writ petition cannot be allowed in exercise of powers underr Article 226 of the Constitution of India.

9. As an upshot, the writ petition, *sans substratum*, is liable to be and is hereby dismissed, leaving the parties to bear their own cost(s).

Sd/-

Judge

Prashant Kumar Mishra

Gowri