

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED :04.09.2017

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THE HON'BLE MR.JUSTICE S.M.SUBRAMANIAM

W.P. No.22970 of 2017 &

WMP Nos.24201 & 24202 of 2017

G. Ramadoss

[PETITIONER]

Vs

1 The Secretary to Government of Tamil Nadu
Rural Development and Panchayat Raj
Fort st. George
Chennai 600 009.

2 The Managing Director Cum
Chief Executive Officer (CEO)
Tamil Nadu Corporation for Development of
Women Ltd. / TNSRLM

Annai Thereasa Magalir
1st Floor Valluvar Kottam High Road
Nungambakkam,
Chennai 600 034.

[RESPONDENTS]

PRAYER : Petition filed Under Article 226 of the Constitution of India to issue of Writ of Certiorarified Mandamus, to call for the records of the impugned order of the 2nd respondent vide Porc.No. 1599/HR/TNSRLM/2017 dated 07.08.2017 and quash the same and directing the 2nd respondent to continue the present post of Assistant Project Officers with remuneration applicable to other Assistant Project Officers.

For Petitioner : Mr.R.Balaguruswamy

For Respondents : Mr.S.Gunasekaran
Addl. Govt. Pleader

ORDER

The order dated 07.08.2017, issued by the second respondent in respect of re-engagement of the writ petitioner in another project, is under challenge in this Writ Petition.

2.The learned counsel appearing for the writ petitioner submitted that the writ petitioner was initially appointed on contract basis on 25.10.2006 and the terms and conditions clearly states that he was appointed on the consolidated remuneration of Rs.8,000/- per month, for a period of three years from the date of signing of the contract. Further, in proceedings dated 17.12.2009, another appointment order was issued to the petitioner to work on contract basis in another project, for a period of two years from the date of signing of contract.

3.The Writ petitioner along with others filed W.P.No.17265 of

2016, with a prayer to quash the order dated 03.03.2016, issued in G.O.Ms.No.39, in respect of restructuring of existing staff and rationalisation of existing Human Resources Management and this Court, passed an order on 12.07.2017, stating as follows:

“2.The learned Additional Advocate General Thiru.K.Venkata Ramani appearing on behalf of the respondents fairly submitted that the services of all these writ petitioners will be utilized in another scheme, since the existing scheme is going to be completed.

3.Further, the learned Counsel also submitted that the respondents have no intention to send out the writ petitioners and they will be accommodated on contract basis in another scheme, in accordance with the scheme conditions.

4. The submissions made by the learned Additional Advocate General in this regard was happily accepted by the learned Senior Counsel appearing on behalf of the writ petitioners.

5. Thus, no further adjudications in this writ petition are necessary. Accordingly, the writ petition stands closed. However, there is no order as to costs. Consequently, connected miscellaneous petition are also closed. “

4.The learned counsel for the writ petitioner submits that when other contract employees rejoined in the same project, the writ petitioner alone has been discriminated in this regard and the respondents wantonly shifted the writ petitioner to some other project,

since he filed the Writ Petition.

5.The contention of the learned counsel for the writ petitioner is unable to be accepted in view of the fact that the writ petitioner was appointed on contract basis and the contract appointees cannot have any right of claim in relation to regularisation/permanent absorption. The appointment both earlier and now are only on contract basis and the writ petitioner can never claim any particular project or post in this regard. Even on earlier occasion, having accepted the terms and conditions of contract, the writ petitioner cannot claim any immunity from the terms and conditions. The learned counsel further states that the writ petitioner has not signed the present contract issued in the proceedings made on 7.8.2017. It is left open to the writ petitioner to accept the appointment on contract basis and work on contract basis pursuant to the undertaking given before this Court on 12.07.2017 in W.P.No.17265 of 2016. Thus, a contract employee cannot make a submission that he was discriminated by posting him in another project.

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6.The appointment on contract basis itself will not confer any right to the employees and as per the terms, he is liable to be ousted from service at any point of time or on the end of the term of contract.

This being the limited scope of the appointment on contract basis, the writ petitioner cannot seek for his continuance in the earlier project itself. As far as respondents are concerned, they have issued the order in proceedings dated 07.08.2017, to the writ petitioner, offering appointment on contract basis to the post of Assistant Project Officer. It is the choice of the writ petitioner to accept the post by signing the terms and conditions of the contract.

7. Thus, this Court is of the view that no further consideration on the merits raised in this Writ Petition to be dealt with. Accordingly, the Writ Petition stands dismissed. No costs. Consequently, connected Miscellaneous Petitions are closed.

05.09.2017

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To

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S.M.SUBRAMANIAM,J.

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