

**IN THE HIGH COURT OF JUDICATURE AT HYDERABAD  
FOR THE STATE OF TELANGANA AND THE STATE OF  
ANDHRA PRADESH**

**THE HON'BLE SRI JUSTICE V.RAMASUBRAMANIAN**

**and**

**THE HON'BLE SRI JUSTICE M. GANGA RAO**

**Writ Appeal No.502 of 2017**

Between:

The Zonal Manager, Life Insurance Corporation of  
India, Jeevan Bhagya, South Central Zone,  
Opposite Secretariat, Hyderabad and another

... Appellants

Vs.

Suhas M. Raykar, S/o Manohar Raykar,  
Aged about 32 years, Occ: Senior Marketing,  
Malkajgiri, Hyderabad

.. Respondent

For Petitioner : Mr. Srinivasan S. Rajan

For Respondents : Mr. P. Narendra Reddy,

**HON'BLE SRI JUSTICE V. RAMASUBRAMANIAN**

**AND**

**HON'BLE SRI JUSTICE M. GANGA RAO**

**Writ Appeal No.502 of 2017**

**ORDER: (V. Ramasubramanian, J)**

The Life Insurance Corporation of India, has come up with the above writ appeal questioning an order of the learned Single Judge passed on a writ petition filed by the respondent herein, challenging the non-renewal of the contractual period of the respondent as Senior Marketing Executive for a second term.

2. Heard Mr. Srinivasan S. Rajan, learned counsel for the appellant and Mr. P. Narendra Reddy, learned counsel for the respondent.

3. The respondent was appointed for a term of three years, on contract basis, in the year 2010 as Senior Marketing Executive. The appointment was under a scheme known as Senior Marketing Executive (on contract basis) Scheme 2009. Clause 3 of the Scheme reads as follows:

“3. **Nature of Engagement:**

a) Engagement shall be for the marketing assignment and it shall be purely on contractual basis for a period of 3 years.

b) **Renewal of Contract:**

The contract may be further renewed for a period of three years subject to satisfactory performance, suitability of the person during the contractual period and needs of the Corporation. In no case the contractual engagement shall be more than three terms.”

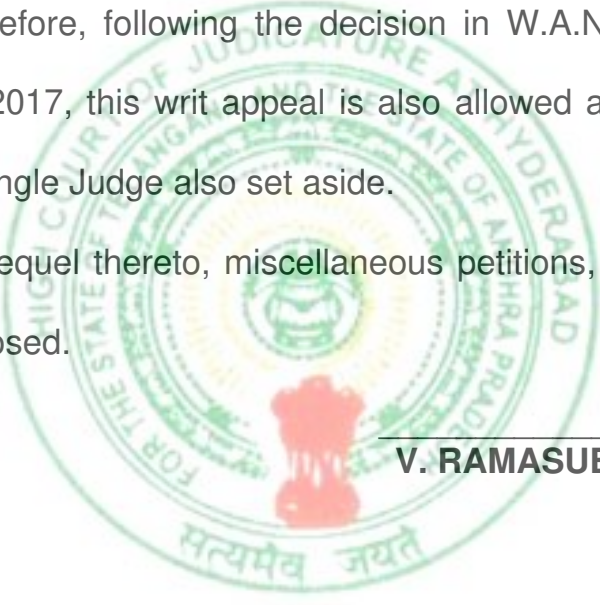
4. The initial term of appointment of the respondent, expired in the year 2013 and he was granted one renewal. The renewed term of the contract came to an end in the year 2016. But no second renewal was granted to the respondent, forcing him to come up with

the writ petition in W.P.No.15608 of 2016. The said writ petition was allowed by a learned single Judge, on the basis of a decision of the Division Bench of this Court in W.A.No.822 of 2016 dated 14-09-2016. Aggrieved by the said order, the Life Insurance Corporation of India, has come up with the above writ appeal.

5. In a connected matter in W.A.No.459 of 2017, this Bench has already held that no mandamus can be issued for renewal of the contract of service. The decision was rendered after taking the note of the decision in W.A.No.822 of 2016.

6. Therefore, following the decision in W.A.No.459 of 2017, dated 31-10-2017, this writ appeal is also allowed and the order of the learned single Judge also set aside.

As a sequel thereto, miscellaneous petitions, if any, pending shall stand closed.



**V. RAMASUBRAMANIAN, J**

**M. GANGA RAO, J**

Date: 27-11-2017

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