

THE HON'BLE THE ACTING CHIEF JUSTICE RAMESH RANGANATHAN

AND

THE HON'BLE DR JUSTICE SHAMEEM AKTHER

WRIT APPEAL NO.212 OF 2017

JUDGMENT: {Per the Hon'ble the Acting Chief Justice Ramesh Ranganathan}

This appeal, under Clause 15 of the Letters Patent, is preferred against the interlocutory order passed by the learned Single Judge in WP.MP.No.3320 of 2017 in WP.No.2830 of 2017 dated 27.01.2017, wherein the learned Single Judge recorded that the appointment was on a contract basis for the academic year 2015-16; the academic year was already over; ordinarily reinstatement of a contract employee does not arise; the question of non-grant of renewal of contract for the subsequent academic year was in issue in the Writ Petition; the same can be considered only if the Court came to the conclusion that earlier, dispensing with the service of the petitioner, was not made in accordance with law; the impugned order was issued on 27.04.2016; the appellant-writ petitioner did not work after the said order was passed; since the petitioner was not working for several months, the balance of convenience was not in her favour; and no direction, as sought for, could be given. The application was dismissed.

The Deputy Executive Officer, who passed the order directing the District Educational Officer not to communicate the order passed by her to the petitioner, has expressed regret. The TTD now appears to have issued a circular directing all concerned to communicate orders of termination. We see no reason, therefore, to take action against the Deputy Executive Officer for her failure to communicate the order to the petitioner herein.

Failure of the Deputy Executive Officer of the TTD to communicate the order of termination to the Appellant-Writ Petitioner does not entitle her to contend that her services cannot be dispensed with except on an enquiry being caused in this regard. Suffice it to observe that, *prima facie*, the services of petitioner was governed by the contract which stipulated that the contract period would only be for a period of one year. Her right to continue, even after the contract period came to an end, necessitates examination in the Writ Petition after the respondent are heard. That does not entitle the appellant-writ petitioner to claim that she should be continued in service in the interregnum. The Learned Single Judge has, in our view, rightly held that the petitioner, a contract employee whose contract stipulated engagement of her service for a period of one year, could not be reinstated at the interlocutory stage of the proceedings. We see no error in the order of the learned Single Judge, much less a patent illegality necessitating interference in an intra-Court appeal under Clause 15 of the Letters Patent.

The Writ Appeal fails and is, accordingly, dismissed. There shall be no order as to costs. Miscellaneous petitions, if any, pending shall stand dismissed.

(RAMESH RANGANATHAN, ACJ)

(DR. SHAMEEM AKTHER, J)

2nd March 2017
RRB