

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.354 of 2016

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1. Parwez Ansari Son of Md. idris Ansari, Resident of Mohalla - Gandhi Nagar, Akta Chauk, Ward No. 13, Bhabhua, P.S. - Bhabhua, District - Kaimur.

2. Sanjeev Kumar, Son of Sri Arun Kumar Ward No. 1, Bhabhua, P.S. - Bhabhua, District - Kaimur.

3. Mritunjay Kumar, Son of Late Trilok Prasad, Resident of Village - Katiya, Post - Deo, District - Aurangabad.

.... Petitioners

Versus

1. The State of Bihar.

2. The Principal Secretary, General Administration Department, Government of Bihar, Patna.

3. The Additional Mission Director, Bihar Administration Reform Mission Society, General Administration Department, Patna.

4. The District Magistrate, Kaimur, Bhabhua.

5. The Additional District Magistrate, Revenue and Land Reforms, Kaimur, Bhabhua.

6. The Deputy Collector, Establishment, Kaimur, Bhabhua.

7. The Managing Director, Bihar State Food and Civil Supplies Corporation, Sone Bhawan, Patna.

8. The District Manager, B.S.F.C., Kaimur, Bhabhua.

.... Respondents

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Appearance :

For the Petitioner/s : Mr. Satish Chandra Jha-3, Adv.

For the Respondent/s : Mr. Dhurjati Kumar Prasad, GP-14

For the BSFC : Mr. Shailendra Kumar Singh, Adv.

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CORAM: HONOURABLE MR. JUSTICE JYOTI SARAN

ORAL JUDGMENT

Date: 05-02-2018

Heard Mr. Satish Chandra Jha, learned counsel appearing
for the petitioners, Mr. Dhurjati Kumar Prasad, learned GP-14 for the
State and Mr. Shailendra Kumar Singh, learned counsel for the
Corporation.

The grievance of the petitioners is that the posting order at
Annexure 11 dated 17.12.2014 has not been given effect to by the
Land Records Department in the district of Kaimur and resultantly the



petitioners have not been allowed to join the post of Executive Assistant pursuant to the said order despite given joining vide Annexure 11.

Mr. Jha, learned counsel for the petitioners, argues that these petitioners were appointed as Executive Assistant vide order of the District Magistrate and posted with the respondent Corporation which appointment was for a period of eleven months and on return therefrom that fresh posting orders were issued by the District Magistrate, Kaimur at Bhabhua bearing Memo No. 2240 dated 17.12.2014 with the Land Records Department but this order was not given effect to. According to Mr. Jha, though people below in the panel have been granted the benefit of engagement but the same has eluded the petitioners and for which they represented before the Principal Secretary vide Annexure 14 on 22.5.2015 but even the said representation has not been disposed of.

While it is the submission of Mr. Singh, learned counsel appearing for the Corporation, that there was no need of the services of these petitioners and hence, they were returned, in so far as the posting order relied upon is concerned. Since the Revenue Department had no vacancy they did not require the services of these petitioners, hence despite the posting, they were not allowed to join.

I have heard learned counsel for the parties and have



perused the records.

The appointment is contractual and was for a period of eleven months which has expired in November, 2015. Even though the petitioners have relied upon the order of the District Magistrate, Kaimur at Annexure 11 for their relief but surprisingly no representation was filed by these petitioners before the District Magistrate, Kaimur complaining that they were not allowed to join their post in the Revenue Department. Instead these petitioners have approached the Principal Secretary through letter dated 22.5.2015 at Annexure 14.

Considering the nature of appointment which was contractual and the posting order which even otherwise expired in November, 2015 and taking note of the fact that these petitioners were choosing the wrong forum for venting their grievance for even if the Principal Secretary was the supervising authority but it is the posting order of the District Magistrate, Kaimur on which they rely yet they never chose to represent within the reasonable time of posting order, the blame lies entirely on them. Even otherwise where even the contractual period has expired, any order passed would amount to reinstatement, which is not available in a contractual appointment as the discretion lies with respondents who are to decide whether or not to continue with a contractual appointment or to end the same but



once the relationship ends being a contractual appointment, no enforceable right can be claimed by invoking the writ jurisdiction.

Not being persuaded with the relief prayed, in the circumstances existing, the writ petition is disposed of.

(Jyoti Saran, J)

Surendra/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	19.02.2018
Transmission Date	NA

