

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.2507 of 2017

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Deepak Kumar Son of Late Krishna Murari Prasad Gupta Resident of Nariyalghat,
Takiyapur, Post Office - Digha, P.S. - Danapur, District - Patna.

.... Petitioner/s

Versus

1. The Secretary, Bihar Vidhan Sabha, Bihar, Patna.
2. The Deputy Secretary, Audio and Visual, Bihar Vidhan Sabha, Patna.
3. The Under Secretary, Audio and Visual, Bihar Vidhan Sabha, Patna.
4. The Managing Director, Bihar State Electronics Development Corporation Ltd.
Beltron Bhawan, Shastri Nagar, Patna.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Kamlesh Kishore, Advocate
For the Respondent : Mr. Chandra Mauli Chaurasia, Advocate
No.1 to 3
For the Respondent No.4 : Mr. Girijesh Kumar, Advocate

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 01-08-2018

Heard the parties.

In the present writ petition, the petitioner is challenging Memo No. 5502 dated 17.11.2016 whereby and whereunder the services of the petitioner has been terminated from the post of Programmer in Audio Visual Unit in Bihar Vidhan Sabha.

The petitioner was appointed on contract basis through Beltron in Bihar Vidhan Sabha for a period of six months vide Letter No. MP-14997/14 dated 14.10.2014 and time to time it was extended. Last time the services of the petitioner was extended for further six months vide letter no. 1716 dated 26.05.2016 and thereafter the services of the petitioner has been terminated vide letter no. 5502 dated 17.11.2016 (Annexure 7) having been stated that the services of the petitioner is



no longer required and as such being returned to the Bihar State Electronics Development Corporation Limited.

Learned counsel for the petitioner submits that the services of the petitioner has been terminated before the expiry of the contractual period and as such the order is bad. In fact his appointment was made for a period of six months but terminated before expiry of the period. But the fact is that the period of six months has already expired, as per the last letter, extension of service was made from 27.05.2016 to 26.11.2016, only ten days before expiry of the period of service, termination letter has been issued to the petitioner, so maximum, petitioner can claim for payment of damage from the employer by filing appropriate civil suit, but so far entitlement of continuous service cannot be accepted. The appointment itself was contractual appointment and time to time it was extended.

In such view of matter, the petitioner is not covered under Article 311 of Constitution of India as basically petitioner was offered engagement by Bihar State Electronics Development Corporation Limited.

In such view of the matter, this Court does not find any merit in the present writ petition. Accordingly, the same is dismissed.

(Shivaji Pandey, J)

Vinay/Sunny

AFR/NAFR	NAFR
CAV DATE	NA
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