

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.9258 of 2017

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1. Arbind Hembram, Son of Sri Phodar Hembram, Resident of Village-
Raghunathpur Santhali, P.O.- Mahuwa Bazar, P.S. Basnahi, Via- Sah Alam
Nagar, District- Saharsa - 852210

.... Petitioner/s

Versus

1. The State of Bihar, through the Principal Secretary, Rural Development
Department, Govt. of Bihar, Patna.
2. The District Magistrate, Saharsa.
3. The D.D.C. Saharsa.
4. The Director, D.R.D.A., Saharsa.
5. The Block Development Officer Simri Bakhtiarpur, Saharsa.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Kumar Ravi Shankar
For the Respondent/s : Mr. Anjani Kumar-Aag4

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CORAM: HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH
ORAL ORDER

2 12-04-2018 The present writ petition has been filed for quashing the order dated 16.05.2017 passed by the Deputy Development Commissioner, Saharsa whereby and whereunder the contractual services of the petitioner has been cancelled on the ground that during the meeting being held on 15.05.2017 at Vikash Bhawan under the chairmanship of the District Magistrate, Saharsa, the petitioner herein, after registering his attendance in the Attendance Register, disappeared from the meeting causing unpleasantness to the District Magistrate, Saharsa, who gave direction for immediately cancelling the appointment of the petitioner herein.



The learned counsel for the petitioner submits that the principle of natural justice has not been followed and without giving any show cause notice, the contract of employment of the petitioner has been terminated and that too on a trivial issue of the petitioner having left the said meeting causing displeasure to the District Magistrate. It is submitted by the learned counsel for the petitioner that the fact is that the petitioner had gone to toilet and, therefore, he had left the meeting on account of unavoidable reasons.

Per contra, the learned counsel for the respondents has submitted that the appointment of the petitioner would show that his appointment can be cancelled at any moment of time if the services of the petitioner are found to be unsatisfactory. It is further submitted that since the contractual period of one year is over, no relief can be granted to the petitioner herein.

I have heard the learned counsel for the parties and perused the materials on record.

It is apparent from the records and not controverted by the respondents that no show cause notice was given to the petitioner before cancelling his contract. In fact, even if the appointment letter of the petitioner is taken into account and the submission of the learned counsel for the respondents is accepted,



there should have been a subjective satisfaction on the part of the respondents regarding the work of the petitioner being not up to the mark before terminating the services of the petitioner. In any view of the matter, abruptly leaving the above stated meeting by the petitioner cannot visit the petitioner with extreme punishment of termination inasmuch as the same is neither fair nor has been passed after compliance of the principles of natural justice specially since the said termination of the contract of the petitioner affects the livelihood of the petitioner herein and amounts to infringement of the right of the petitioner enshrined under Article 21 of the Constitution of India.

In such view of the matter, impugned order dated 16.5.2017 cannot be upheld, the same being cryptic and perverse, hence the same is quashed.

The writ petition is allowed.

(Mohit Kumar Shah, J)

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