

HIGH COURT OF CHHATTISGARH, BILASPUR**WPS No. 2491 of 2018**

- Chandan Kumar Sahu S/o Shri Dayaram Sahu, Aged About 29 Years Gram Rojgar Sahayak, Gram Panchayat - Khemda, Janpad Panchayat Malkharaud, District Janjgir Champa Chhattisgarh, R/o Village And Post Khemda, Tahsil - Malkharauda, District Janjgir Champa Chhattisgarh.

---- Petitioner**Versus**

1. State of Chhattisgarh Through The Secretary, Department Of Panchayat, New Mantralaya, New Raipur Chhattisgarh.
2. The Collector, Distict Janjgir Champa Chhattisgarh.
3. The Chief Executive Officer, Zila Panchayat : Janjgir Champa Chhattisgarh.
4. The Chief Executive Officer, Janpad Panchayat Malkharauda, District Janjgir Champa Chhattisgarh.

---- Respondents

For Petitioner	:	Shri S. Dewangan, Advocate
For State / Respondents No.1 & 2	:	Shri Dheeraj Wankhede, G.A.
For Respondent No.3	:	Shri Chandresh Shrivastava, Advocate

Hon'ble Shri Justice P. Sam Koshy
Order on Board

21.03.2018

1. The challenge in the present writ petition is to the impugned order Annexure– P/1 dated 08.02.2018, whereby the contractual engagement of the Petitioner was discontinued. The only contention raised by the Petitioner is that he has not been given an opportunity of hearing before the impugned order was passed.
2. Perusal of the record would show that in fact, a notice was issued to the Petitioner on 17.05.2017, which the Petitioner has annexed as Annexure – P/3. Record also shows that the Petitioner has given a reply to the said notice and in the reply to the said notice he had admitted the alleged lapse on his part, which also stands reflected from Annexure–P/4, dated 19.08.2017. Thereafter, the Petitioner was served with a notice of one month

before discontinuance of his service. The fact that the Petitioner has been granted opportunity of hearing stands established from the aforesaid documents and what cannot be lost sight of is that the engagement of the petitioner was purely contractual and in the contract itself with the State it was specifically envisaged that the services of the Petitioner could be discontinued on giving him one month's notice.

3. Going to the aforesaid facts, this Court finds that no strong case is made out calling interference with the impugned order neither does it seem to have been passed in contravention of the terms and conditions of the contract which were executed at the time of contractual engagement.
4. The writ petition thus fails and is accordingly dismissed.

Sd/-
(P. Sam Koshy)
JUDGE