

HIGH COURT OF CHHATTISGARH AT BILASPURWPS No. 2538 of 2018

Jai Kumar Kaiwarth S/o Suddu Ram Kaiwarth, aged about 39 years,
Post Block Program, Manager at Community Health Centre – District
Janjgir Champa, R/o village Nawagarh, District Janjgir-Champa (C.G.).

---Petitioner

Versus

1. State of Chhattisgarh, Through Secretary, Department of Health and Family Welfare, New Mantralaya, Mahanadi Bhawan, Naya Raipur, District Raipur (C.G.).
2. Chief Medical and Health Officer, Nawagarh, Janjgir- Champa (C.G.).
3. Mission Director, National Health Mission, Raipur (C.G.).
4. Block Medical Officer, Nawagarh, Janjgir-Champa (C.G.).

---Respondents

For petitioner	:	Shri Ashutosh Shukla, Advocate.
For respondent No.3	:	Shri C.J.K.Rao, Advocate.
For respondents No. 1, 2 & 4	:	Shri Manish Nigam, Panel Lawyer.

Hon'ble Shri Justice P. Sam Koshy

Order on Board

22/03/2018

1. The challenge in the present Writ Petition is to Annexure-P/1 dated 21/02/2018 whereby the request for renewal of contract of the petitioner for contractual appointment has been rejected.
2. Present is the second round of litigation. The earlier round of litigation was WPS No.599/2018 which stood disposed on 16/01/2018 wherein it was directed that the respondent authorities should decide the representation/objection filed by the petitioner by a speaking order within a period of 4 weeks' from the date of receipt of copy of order of this Court. The

said representation was preferred by the petitioner after his contract was terminated on 05/10/2017.

3. The document Ex.P/4 enclosed along with the petition is an order of appointment and in the order of appointment itself it was categorically mentioned that the services of the petitioner was for an stipulated period up to 31/03/2012 and that the post is also purely temporary. In clause 6 of the order of appointment also it was clearly mentioned that either party could discontinue the service after giving one month notice or salary in view of notice.

4. Given the aforesaid factual matrix of the case what is undisputed in the instant case is that the petitioner substantially was a contractual employee and that by efflux of time, the contract period had also got over and beyond the contract period there is no substantive right created in his favour. If the respondents are not satisfied with the services of the petitioner and if they did not intend to continue with the contractual engagement, the Writ Court in exercise of its power under Article 226 of Constitution of India would not be in a position to issue Writ of Mandamus directing the respondents to continue with the contract.

5. Further what also reflect is that, the petitioner before his termination had been given one month notice as is required under the contract of employment.

6. Given the aforesaid facts and circumstances of the case, this Court does not find any strong case made out by the counsel for the petitioner.

7. The Writ Petition thus being devoid of merits deserve to be and is accordingly rejected.

Sd/-

(P. Sam Koshy)
JUDGE

Sumit