

HIGH COURT OF CHHATTISGARH AT BILASPURWPS No. 4001 of 2018

Namita Dewangan W/o Narendra Kumar Dewangan, aged about 42 years, R/o village Sukul Daihan, P.S. Dhangaon, District Rajnandgaon (C.G.).

---Petitioner

Versus

1. State of Chhattisgarh, through the Secretary, Panchayat and Rural Development Department Mantralaya, Mahanadi Bhawan, New Raipur, District Raipur (C.G.).
2. Collector, Rajnandgaon, District Rajnandgaon (C.G.).
3. Chief Executive Officer, District Panchayat Rajnandgaon, District Rajnandgaon (C.G.).
4. Programme Officer, Janpad Panchayat, Rajnandgaon, District Rajnandgaon (C.G.).
5. Chief Executive Officer, Janpad Panchayat Rajnandgaon, District Rajnandgaon (C.G.).

---Respondents

WPS No. 4003 of 2018

Arti Mandavi W/o Punit Ram Mandavi, aged about 35 years, R/o village Mokhla, Post Bharregaon, Block Rajnandgaon, District Rajnandgaon (C.G.).

---Petitioner

Versus

1. State of Chhattisgarh, through the Secretary, Panchayat and Rural Development Department Mantralaya, Mahanadi Bhawan, New Raipur, District Raipur (C.G.).
2. Collector, Rajnandgaon, District Rajnandgaon (C.G.).
3. Chief Executive Officer, District Panchayat Rajnandgaon, District Rajnandgaon (C.G.).
4. Programme Officer, Janpad Panchayat, Rajnandgaon, District Rajnandgaon (C.G.).
5. Chief Executive Officer, Janpad Panchayat Rajnandgaon, District Rajnandgaon (C.G.).

---Respondents

WPS No. 4005 of 2018

Kamlesh Kumar Sonkar S/o Feru Ram Sonkar, aged about 35 years,
R/o village Bhanwarmara, Post Singhola, District Rajnandgaon (C.G.).

---Petitioner

Versus

1. State of Chhattisgarh, through the Secretary, Panchayat and Rural Development Department Mantralaya, Mahanadi Bhawan, New Raipur, District Raipur (C.G.).
2. Collector, Rajnandgaon, District Rajnandgaon (C.G.).
3. Chief Executive Officer, District Panchayat Rajnandgaon, District Rajnandgaon (C.G.).
4. Programme Officer, Janpad Panchayat, Rajnandgaon, District Rajnandgaon (C.G.).
5. Chief Executive Officer, Janpad Panchayat Rajnandgaon, District Rajnandgaon (C.G.).

---Respondents

For petitioners	:	Shri Abhishek Sharma , Advocate.
For resp.Nos.4 & 5	:	Shri Mayank Kumar, Advocate.
For State	:	Shri Ratan Pusty, Government Advocate.

Hon'ble Shri Justice P. Sam Koshy

Order on Board

06/10/2018

1. Since the facts and grounds raised in all the three Writ Petitions are similar and identical in nature, all these Writ Petitions are being heard and decided by this common judgment.
2. The challenge in all these Writ Petitions is to the order Annexure-P/1 dated 22/05/2018 whereby the contractual engagement of the petitioners as Rojgar Sahayak has not been renewed.
3. The contention of the counsel for the petitioners is that, all the petitioners have been working as Rojgar Sahayak on contract basis with the

respondents for the last over 10 years. That there contract was being renewed every year till the impugned order was passed. He further contended that, the contractual period has been discontinued with stigma of holding that the petitioners are incompetent and thus he prayed for the quashment of the same and further direction may be issued to the respondents to consider the case of the petitioners for reconsideration of their engagement as Rojgar Sahayak for the year 2018-2019 as well.

4. The counsel for the respondents No.4 & 5 however opposing the petition submits that, the petitioners had not been victimised in any manner so far as their right is concerned.

5. According to him, the engagement of the petitioners was purely on contract basis and the contract period has also been completed and thereafter the respondents have taken a decision not to renew the contract any further. He further submits that, there is otherwise no indefeasible right created in favour of the petitioner beyond the contract period. So far as stigmatic part is concerned, he submits that the impugned order should not be considered as a stigmatic order, it is only an reason assigned for non-renewal of the contract.

6. From the contentions put forth on either side and on perusal of record, particularly taking into consideration the fact that the petitioner has been appointed on contract basis and the contract was being renewed annually and the terms of contract were very specific that the engagement would last as long as the period envisaged in the contract.

7. Further, what is also settled position of law by now is that a contractual employee would not have an indefeasible right to a post beyond the contract period and in the instant case it is not the case of the petitioners or for that matter the respondents that the contract has been terminated halfway through the contract period. It is only a case where the petitioners renewal of contract has not been entertained by the respondents.

8. It is also settled position of law that in contractual employment, there would not be any right conferred upon the employee seeking for re-appointment. It is always within the domain and realm of the respondents to decide whether the contract period is to be renew or not.

9. So far as the impugned order being stigmatic is concerned, taking into consideration the submissions made by the counsel for the respondents this Court is of the opinion that the said observation of the authorities in declaring the petitioners incompetent for renewal of the contract has to be read down holding that it would not be considered as a stigmatic order for any future employment for which the petitioners participate. In other words, it is been made clear that in the event if a fresh recruitment process is being initiated, the petitioners would have all the right to participate in the recruitment process and the said impugned order dated 22/05/2018 would not come in the way of the petitioners from being considered, nor can that be treated as an stigmatic order for not considering the claim of the petitioners for any future appointment.

10. With the aforesaid observation, all the three Writ Petitions stands disposed off.

Sd/-

(P. Sam Koshy)
JUDGE

Sumit