

HIGH COURT OF CHHATTISGARH AT BILASPUR**WPS No. 5812 of 2018**

1. Vinod Kumar Say S/o. Late Shri Govind Kumar Say Aged About 55 Years Occupation - Service Ex- Technical Assistant (Contract), Janpad Panchayat - Manora, R/o. Village And Post - Karsai, Thana And Tahsil - Farsabahar, Civil And Revenue District Jashpur, Chhattisgarh.
2. Jivaji Rao Madhukar S/o Shri Geeta Prasad Madhukar Aged About 29 Years By Caste - Satnami, Occupation - Service Ex -Technical Assistant (Contract), Janpad Panchayat - Manora, R/o Village And Post - Kunkuri, Thana And Tahsil - Kunkuri, Civil And Revenue District - Jashpur, Chhattisgarh.
3. Gaurishanker Bhagat S/o Shri Sukhram Bhagat Aged About 34 Years Occupation - Service Ex- Technical Assistant (Contract), Janpad Panchayat - Kunkuri, R/o. Village And Post - Farsabahar, Thana And Tahsil - Farsabahar, Civil And Revenue District - Jashpur Chhattisgarh.

---- Petitioners**Versus**

1. The State Of Chhattisgarh Through The Secretary, Panchayat And Social Welfare Department Mahanadi Bhawan, Capital Complex Raipur, District - Raipur Chhattisgarh.
2. Collector Jashpur, District - Jashpur Chhattisgarh.
3. Chief Executive Officer District Panchayat Jashpur, District Jashpur Chhattisgarh.
4. Chief Executive Officer Janpad Panchayat Manora, District Jashpur Chhattisgarh.

----Respondents

For Petitioners	:	Mr. Sumit Shrivastava, Advocate
For State	:	Mr. Syed Majid Ali, Dy. G.A.

Hon'ble Shri Justice P. Sam Koshy**Order on Board****06/09/2018**

1. The relief sought for by the petitioners in the instant Writ Petition is for quashment of order, whereby the petitioners' contractual employment has not been renewed by the respondents.
2. At the outset, this Court is of the opinion that it is not a case where the contract period or the contractual employment of the petitioners have been terminated half way through the contract period. It is a

case where the petitioners have been permitted to perform their duties through the entire contractual period for which they were engaged. Thereafter, it is exclusively within the domain of the respondents to decide whether renewal has to be granted to a contractual employee or not.

3. The High Court in exercise of its Writ Jurisdiction under Article 226 of the Constitution of India would not substitute itself as an agency to decide the eligibility of the petitioners for renewal.
4. The only relief which this Court can give to the petitioners are for making a suitable representation to the higher authorities for reconsidering the claim for renewal of contractual employment.
5. With the aforesaid observation, the Writ Petition stands disposed off.

Sd/-
(P. Sam Koshy)
Judge