

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR**Writ Petition (S) No. 5871 of 2018**

Dr. Nadeem Khan S/o Shri Mohd. Sadik, Aged About 37 Years R/o 4/708, Ring Road No. 2, Gauravpath, Ayodhya Nagar, Bilaspur District Bilaspur Chhattisgarh.

---- Petitioners**Versus**

1. State of Chhattisgarh Through The Secretary, Department Of Higher Education Mahanadi Bhawan, Mantralaya, Naya Raipur District Raipur Chhattisgarh.
2. Bastar Vishwavidyalaya (Dharampura) Through - Registrar, Bastar Vishwavidyalaya, Jagadlpur District Bastar Chhattisgarh. Pin – 494001.

----Respondents

For Petitioner	:	Shri Sudip Agrawal, Advocate
For State	:	Shri SP Kale, Dy. Advocate General.
For Respondent No.2	:	Shri Neeraj Choubey, Advocate.

Hon'ble Shri Justice P. Sam Koshy**Order on Board****07/09/2018**

1. The relief sought for by the petitioner is for a direction to the respondents to quash the advertisement which has been issued by the respondents on 08.08.2018.
2. The facts of the case is that the petitioner has been appointed for the first time under the respondent No.2 on 14.08.2017. The order of appointment clearly reflects that the appointment was issued for a period of one year or till the regular appointment in the department is made. It was also clearly reflected that the appointment was contractual in nature and his service conditions would be governed by the rules framed for contractual employee. The said tenure of the petitioner came to an end on 14.08.2018. Meanwhile, the respondent No.2 have

issued an advertisement dated 08.08.2018 for filling up of the post of Assistant Professor in the department of Bio Technology by way of guest faculty. It is this that the petitioner was aggrieved of.

3. The petitioner submits that since the petitioner was in contractual employment and his services were not in any manner unsatisfactory, the respondents should have, in all fairness, continued the services of the petitioner till the regular appointment is made by the respondents. By issuance of advertisement the respondents have literally planned to substitute one set of contract employee by another set of contract employee which may not be permissible. Referring to order of appointment he submits that the services of the petitioner would be till a regular appointment would be made, which means that since the services of the petitioner was contractual, the contract should get continued/renewed till a regular appointment is made by the respondent.
4. Counsel for the respondents however opposing the petition submits that it is a case where the respondents have now in the light of the government instructions dated 27.07.2018 have initiated steps for filling up of the post of Assistant Professor which are lying vacant in the department by way of guest faculty till the alternate regular appointment is made. The petitioner as such may not have indefeasible right for the reason that the services of the petitioner was substantially for a period of one year which stood culminated on 14.08.2018 and till then the petitioner has discharged his duties uninterruptedly and beyond which the petitioner does not have any claim.

5. It was further contention of the respondents that petitioner is also at liberty to participate in the recruitment process now initiated for filling up of the post by way of guest faculty.
6. Having considered the rival contentions put forth on either side and on perusal of records true it reflects that the petitioner has been given contractual employment in the previous academic session after undergoing recruitment process in accordance with rules, indisputably the appointment was substantially for a period of one year. Beyond a period of one year, it is always the discretion of the employer to decide whether to continue or discontinue the services of a contract employee. It is a case of the respondents that they are filling up the said post by way of guest faculty. The petitioner also has liberty to participate in the said recruitment process. The action on the part of the respondents cannot be said to be in any manner arbitrary nor can it be said to be illegal for the reason that ultimately the status of the petitioner was substantially that of a contractual Assistant Professor and the contract period has already come to an end.
7. If we further go deep in the matter, the petitioner as on date is not in the rolls of the respondents for claiming continuity in service. The contract period of the petitioner came to an end on 14.08.2018 and beyond that the petitioner is not on the rolls of the respondents and that means the services of the petitioner stands discontinued after 14.08.2018 and after that the status of the petitioner would be similar to any other aspirant who would be trying for employment with the respondents on the advertisement which has been issued.

8. Given the aforesaid facts this court is of the opinion that no strong case is made out by the petitioner calling for an interference with the impugned advertisement dated 08.08.2018. The writ petition accordingly stands dismissed.
9. Needless to mention that the reluctance of this court in not entertaining this petition would not preclude the right of the petitioner in participating in the advertisement dated 08.08.2018. In case, if the petitioner applies, the respondents may consider his case giving due weightage to his past experience.

Sd/-

(P. Sam Koshy)
Judge

inder