

HIGH COURT OF CHHATTISGARH AT BILASPURWPS No. 6160 of 2018

1. Vishnu Sahu S/o Shri Phulsay Sahu, Aged About 28 Years, Occupation Service, Ex- Technical Assistant (Contract), Janpad Panchayat Baramkela, Civil And Revenue District Raigarh, Chhattisgarh.
2. Harchhat Kumar Sidar S/o Shri Harishchand Sidar, Aged About 49 Years, Occupation Service, Ex- Technical Assistant (Contract), Janpad Panchayat Sarangarh, Civil And Revenue District Raigarh, Chhattisgarh.
3. Sahdev Singh S/o Shri Bundram, Aged About 40 Years, Occupation Service, Ex- Technical Assistant (Contract), Janpad Panchayat Gharghoda, Civil And Revenue District Raigarh, Chhattisgarh.
4. Gaurav Gahire S/o Shri S. K. Gahire, Aged About 26 Years, Occupation Service, Ex- Technical Assistant (Contract), Janpad Panchayat Gharghoda, Civil And Revenue District Raigarh, Chhattisgarh.
5. Jageshwar Sidar S/o Shri Ghanshyam Sidar, Aged About 27 Years, Occupation Service, Ex- Technical Assistant (Contract) Janpad Panchayat Gharghoda, Civil And Revenue District Raigarh, Chhattisgarh.

---Petitioners

Versus

1. State Of Chhattisgarh, Through The Secretary, Panchayat And Social Welfare Department Mahanadi Bhawan, Capital Complex Raipur, District Raipur, Chhattisgarh.
2. Collector, Raigarh, District Raigarh, Chhattisgarh.

---Respondents

For petitioners	:	Shri Sunil Sahu, Advocate.
For State	:	Shri Ratan Pusty, Government Advocate.

Hon'ble Shri Justice P. Sam KoshyOrder on Board19/09/2018

1. The relief sought for by the petitioners in the instant Writ Petition is for quashment of order dated 04/06/2018 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 has 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 he was 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 is 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