

HIGH COURT OF CHHATTISGARH, BILASPUR**WRIT PETITION (S) NO.6734 OF 2018**

Kulchander Ekka S/o Late Shri Nanjariyus Ekka Aged About 43 Years
Village Khantadand, Post Kurdeg, District Jashpur Chhattisgarh.

...Petitioner(s)

Versus

1. State Of Chhattisgarh Through The Secretary, Department Of Panchayat And Rural Development, Mahanadi Bhawan, Mantralaya, Naya Raipur, District Raipur Chhattisgarh.
2. State Rural Livelihoods Mission Bihan, Through State Mission Director, Office Of The Development Commissioner, Hall No.-38, (Block C-Iv), 1st Floor, Indravati Bhavan, Naya Raipur, District Raipur Chhattisgarh.
3. Zila Panchayat Rajnandgaon Through Chief Executive Officer, Sarguja, District Sarguja Chhattisgarh.
4. Janpad Panchayat Lundra Through Chief Executive Officer, Lundra, District Sarguja Chhattisgarh.

... Respondent(s)

For Petitioner	:	Shri Jitendra Pali, Advocate.
For Respondent-State	:	Shri Mazid Ali, Dy. Govt. Advocate.

Hon'ble Shri Justice P. Sam Koshy

Order on Board

09.10.2018

1. Challenge in this petition is to the order dated 12.06.2018 whereby the contractual appointment of the petitioner stood terminated from 12.07.2018 onwards.
2. According to the petitioner, the impugned order reflects certain allegations levelled against the petitioner and as such the same would be treated as stigmatic order which would be detrimental to the future prospects of the petitioner.
3. Perusal of records would show that undoubtedly the substantive appointment of the petitioner was on contractual basis. That the contractual period was infact only up till 17.07.2018 and the petitioner was permitted to perform his duties till 12.07.2018 and the present petition has been filed after completion of the contract period itself. The only claim

which now is left for the petitioner would be for re-consideration of his claim for further employment.

4. The only apprehension of the petitioner is that the observations made while discontinuing the services of the petitioner may come in his way for reconsideration/reappointment on contractual basis and which can be detrimental to the interest of the petitioner as he was not given any opportunity of hearing to defend himself before the authorities so far as the allegation part is concerned.
5. So far as law related to contract appointment is concerned, it is always the prerogative of the employer to discontinue the services of a contract employee on due notice as is required under the contract itself. In the instant case it appears that the respondents have granted the petitioner one months' notice before discontinuing his services. The petitioner's services have been discontinued on account of his unsatisfactory work. The said using of term of indiscipline as also misconduct by the authorities in the issuance of the order dated 12.06.2018 prima facie appears to have been passed without granting an opportunity of hearing to defend the petitioner and also the same has been issued without seeking an explanation from the petitioner in respect of any of the alleged misconduct or act of indiscipline.
6. Given the aforesaid facts and circumstances of the case, since the contract period of the petitioner has already lapsed, the only direction which this court can grant at this juncture is that the authorities concerned should not treat the said impugned order as a disqualification to the petitioner for any future employment in which the petitioner participate. Further, since the same has been issued without any sort of preliminary investigation or enquiry, the same should also not be treated as an order

of termination of service so far as the petitioner's contractual appointment is concerned.

7. The petitioner would also be at liberty to approach the authorities concerned for seeking fresh engagement/contractual employment with the respondents and on receipt of such representation, the authorities concerned would take a decision.
8. With the aforesaid observations, the writ petition stands disposed of.

Sd/-
(P. Sam Koshy
Judge