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HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Appeal No. 798 of 2018**

{Arising out of order dated 07.09.2018 passed by learned Single Judge in Writ Petition (S) No. 5871 of 2018}

- Dr. Nadeem Khan, S/o Shri Mohd. Sadik, aged about 37 years, R/o 4/708, Ringh Road No.02, Gauravpath, Ayodhya Nagar, Bilaspur, District Bilaspur (C.G.)

---- Appellant**Versus**

1. State of Chhattisgarh, Through the Secretary, Department of Higher Education, Mahanadi Bhawan, Mantralaya, Naya Raipur, District Raipur (C.G.)
2. Bastar Vishwavidyalaya (Dharampura), through – Registrar, Bastar Vishwavidyalaya, Jagdalpur, District Bastar (C.G.) Pin – 494001.

---- Respondents

For Appellant	:	Shri Adil Minaj, Advocate.
For Respondent No.1/State	:	Shri Prasun Bhaduri, Government Advocate.
For Respondent No.2	:	Shri Neeraj Choubey, Advocate.

Hon'ble Shri Ajay Kumar Tripathi, Chief Justice
Hon'ble Shri Justice Parth Prateem Sahu

Judgment on Board**Per Ajay Kumar Tripathi, Chief Justice****07.12.2018**

1. Heard counsel for the Appellant, learned Government Advocate for the State and counsel for Respondent No.2.
2. Appeal has been preferred against the order dated 07.09.2018 passed by a learned Single Judge, who dismissed the writ application giving liberty to the Appellant to participate in terms of the advertisement dated 08.08.2018.
3. Hiring of the Appellant was on contract for a period of 1 year on the post of an Assistant Professor in the Department of Bio-technology in Bastar University,

Jagdalpur. He filed the writ application when an advertisement was issued inviting applications for the post on which the Appellant was appointed for a period of 1 year, to be taken care of by a Guest Lecturer.

4. We do not see that any kind of right has been violated which requires indulgence through a writ Court looking at the nature of the hiring and the period for the said post having ended after a year on 14.08.2012. Merely because the initial advertisement at one time indicated that the period could be extended or till regular appointment is made will not create a right in favour of the Appellant after non renewal of his contract.
5. Besides the above if there is breach of the contract, Appellant has common law remedy. Appeal is dismissed.

Sd/-

(Ajay Kumar Tripathi)
Chief Justice

Sd/-

(Parth Prateem Sahu)
Judge