

HIGH COURT OF CHHATTISGARH, BILASPUR

WA No. 255 of 2017

- Jeevmangal Singh Tandan S/o Karnal Tandan, Aged About 41 Years R/o Village Tulsi, Post Misda, Tehsil And Police Station Nawagarh, District Janjgir Champa Chhattisgarh

---- Appellant

Versus

1. Union Of India Through Secretary, Ministry Of Human Resources Development Department Of Higher Education, Shastri Bhawan, New Delhi
2. Director, National Institute Of Technology G. E. Road, P. S. Civil Lines, Raipur District Raipur Chhattisgarh
3. Ajal Sharma, Then Registrar Admin, National Institute Of Technology, G. E. Road, P. S. Civil Line, Raipur, District Raipur Chhattisgarh
4. Fahmida Khan, H O D, Chemistry, Department, National Institute Of Technology, G.E.Road, P.S. Civil Line, Raipur, District Raipur Chhattisgarh

---- Respondents

For Appellant	: Ms Rajni Soren, Advocate
For Union of India	: Shri B Gopa Kumar, Assistant Solicitor General
For respondents- 2, 3 and 4	: Shri Prateek Sharma, 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

01.10.2018

1. Heard learned counsel for the parties.
2. Admittedly, hiring of the appellant was on contract for service. The contract was not renewed by the respondent authority and therefore, writ application was filed. Argument is made that the reason for non-renewal of contract was for extraneous or contrived kind of allegations and the

non-renewal of contract amounts to punishment and stigma cast upon the appellant.

3. The contract was not renewed after 31.05.2016. No doubt, the initial engagement was by virtue of an order dated 30.01.2008. The engagement or continuance on the basis of contract is not an indefensible right and obviously, when the respondents decided not to continue with the contract, the writ court will not substitute its wisdom and direct that the contractual relationship for service must be maintained and sustained.

4. Learned Single Judge has taken note of the principles laid down in various cases with regard to the principles governing such relationship. If in that background, the Court refuses to interfere with the order dated 21.03.201, no illegality has been committed. But dismissal of the appeal will not come in the way of the appellant seeking common law remedy for breach of contract, if one can be established.

5. The appeal is dismissed with liberty as above.

Sd/-
(Ajay Kumar Tripathi)
Chief Justice

Sd/-
(Parth Prateem Sahu)
Judge