

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 11780 OF 2015

Aparna Mahadeo Navale

..PETITIONER

VERSUS

State of Maharashtra and Others

..RESPONDENTS

....

Mr. S.S. Thombre, Advocate for petitioner.

Mr. S.G. Karlekar, A.G.P. for respondent - State.

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**CORAM : S.V. GANGAPURWALA AND
R.G. AVACHAT, JJ.**

DATED : 22nd NOVEMBER, 2018

ORDER :

The petitioner was appointed as Junior Engineer on contractual basis initially in the year 2007 and after giving fresh contractual appointments from time to time, the service of the petitioner was brought to an end pursuant to order dated 05th November, 2015. The petitioner assails the said order in the present writ petition.

2. Mr. Thombre, the learned Counsel for the petitioner strenuously contends that the petitioner was appointed initially in the year 2007 and continued from time to time by giving technical breaks. According to the learned Counsel, the work of the petitioner was

satisfactory. The petitioner had filed Writ Petition no. 4145 of 2015 before this Court for the regularization of service and same is pending. The learned Counsel submits that similarly situated persons, who were appointed as Junior Engineer alongwith the petitioner, are continued in service. The petitioner was not issued with show cause notice of the enquiry that is said to have been conducted by the respondents. The learned Counsel submits that before issuing termination order, the copy of the enquiry report was never given to the petitioner. As such, the respondents have violated the basic principles of natural justice. The respondents were supposed to follow the principles of natural justice.

3. The learned Counsel for the petitioner relied on the judgment of the Apex Court delivered in the case of ***Canara Bank Vs. Debasis Das*** reported in ***2003 (4) SCC 557***. The learned Counsel submits that even in the case of temporary appointment, the principles of natural justice are required to be followed. The learned Counsel for the petitioner also relied on the judgment of the Apex Court delivered in the case of ***Jagdish Mitter Vs. Union of India*** reported in ***AIR 1964 SC 449***.

4. The learned Counsel further submits that the inquiry officer did not verify the record. The petitioner had deposited the entire amount

with the bank. The mistake of the petitioner is only that the entry of the same was not recorded in the cash book. He further submits that the inquiry officer recommended only transfer, however, the disciplinary authority terminated the services of the petitioner.

5. The learned A.G.P. supports the impugned order and submits that the petitioner's appointment was on contractual basis and in any case, the same came to an end. Earlier, the show cause notices were issued to the petitioner and the petitioner also had accepted her mistakes. The record of the petitioner was not such that she has to be continued in service even after contract period is over.

6. We have considered the submissions. The petitioner was not appointed on probation nor was issued temporary appointment. The petitioner was on contractual appointment. Though initially the appointment was given to the petitioner in the year 2007 for a period of 11 months on contract basis, after giving some technical breaks, fresh appointment orders for 11 months on contract basis were issued to the petitioner from time to time. As per the last appointment order, the contract period of the petitioner came to an end on 11th July, 2015. Thereafter, no fresh appointment order was issued to the petitioner.

7. Earlier also the show cause notices were issued to the petitioner on 06th February, 2013 and 01st March, 2014 with regard to the irregularities noticed in the working of the petitioner. The petitioner has replied to the second show cause notice, wherein she agreed some laxity on her part. It was contended by the petitioner in her reply that due to inadvertence she had opened the envelopes which she was not supposed to. There were other irregularities, which were pointed out by the superior officers. Thereafter, even an inquiry was conducted. Statement of the petitioner was recorded, wherein some irregularities in the working were also accepted by the petitioner.

8. The petitioner was appointed on contractual basis for a period of 11 months. The contract period of the petitioner came to an end on 11th July, 2015. No fresh appointment order was issued to the petitioner. However, it was because of the interim order dated 10th April, 2015 passed by this Court in Writ Petition no. 4145 of 2015, the petitioner was continued in service and vide order dated 15th October, 2015, the Court observed that in case the departmental inquiry was initiated against the petitioner and it has been taken to the logical end, the respondents are free to take action in accordance with law.

9. It appears that the respondents found the work of the petitioner to be not satisfactory. The last appointment order was issued to the petitioner on 02nd August, 2014 for a period of 11 months commencing from 12th August, 2014 to 11th July, 2015, on which date the contract period came to an end. The respondents found that fresh appointment order is not required to be issued to the petitioner considering her work. The petitioner cannot claim any legal right of continuation after the contract period is over. The case of the petitioner could have been considered if she was appointed on temporary basis or on probation. However, the appointment of the petitioner was purely on contractual basis for 11 months and it has come to an end.

10. Considering the above, even if the inquiry is not conducted, if the respondents satisfied by the work, it is not binding to issue fresh appointment order after conclusion of the contract period. In light of the above, we are not inclined to entertain the petition. Writ petition is disposed of. No costs.

(R.G. AVACHAT, J.)

(S.V. GANGAPURWALA, J.)

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