

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO.8941 OF 2018

Vedavati Mohan Gokhale and ors. : Petitioners.
Versus
Programme Executive/Head of Office
Akashwani Sangli and ors. : Respondents.

Mr. Anant Vadgaonkar for the Petitioners.

**CORAM : R. M. SAVANT &
K. K. SONAWANE, JJ.**
DATE : 03rd SEPTEMBER 2018

P.C.

1 The writ jurisdiction of this Court is invoked against the letter dated 06/07/2018 addressed by Shri Vineet Narang, Programme Executive i.e. the Respondent No.1 to various functionaries amongst whom is the Programme Head, AIR Sangli with the direction to inform all the applicants/assignees accordingly.

2 The Petitioners appeared in the selection conducted by the Prasar Bharati for empanelment of assignees. The Petitioners were subjected to audition/re-screening process for the year 2017. In so far as the audition is concerned, 13 candidates were selected and in so far as re-screening is concerned, 12 candidates were selected in the selection process.

3 In the context of the challenge which is raised in the above Writ

Petition, the terms and conditions on the basis of which the empanelment was made of the selected candidates assumes importance, the relevant excerpt is therefore reproduced herein under for the sake of ready reference :-

- “ . This is not, and will not be, an employment.
- . You will be invited for assignment by the AIR station strictly on **AS AND WHEN REQUIRED** basis as per the day to day requirement of programmes at the station, and you availability on the date and time of assignment.
- . As per rules, the maximum possible number of assignment days is 6 (six) days in a month and 72 days in a year as per programme exigencies. However, no right is conferred on you to demand a booking.
- . You will not be entitled to any fixed or specific number of bookings much less regular employment as you are not on the establishment of All India Radio.
- . This organization has no objection and does not restrict you from continuing in/taking up a regular or temporary employment in any other organization/institution or being self-employed.
- . You have every right not to accept the assignment for which you may be invited as per programme exigencies. However, once the assignment is accepted, you will be under obligation to perform the accepted assignment.
- . You have to accord your consent in advance for performing the assignment.”

Hence the terms and conditions of empanelment disclose that the same would not be an employment with Prasar Bharati and that the assignment was to be granted to the empaneled candidates as and when required basis and the

maximum assignment which an empaneled candidate was entitled to is 6 days in a month and 72 days in a year. The said terms and conditions are therefore a pointer to the fact that the empanelment of the Petitioners does not create any right in them for continuance as such and to assert the said right by way of any judicial proceedings.

4 It seems that a complaint was made regarding the empanelment to the PMO pursuant to which a fact finding enquiry was conducted and a decision was taken to cancel the entire selection process leading to empanelment and to carry out a de-novo process. In the said de-novo process the Petitioners can undoubtedly participate.

5 Having regard to the aforesaid facts, we do not deem this a fit case to exercise our writ jurisdiction under Article 226 of the Constitution of India. The above Writ Petition is accordingly dismissed.

[K. K. SONAWANE, J]

[R.M.SAVANT, J]