



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT  
DATED : 08.02.2018

CORAM:

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P (MD) No.4905 of 2011

N.Muralikrishnan

... Petitioner

Vs.

1.The General Manager (NW2),  
(Appointing Authority),  
State Bank of India,  
Human Resources Department,  
Local Head Office,  
Circle Top House,  
Post Box No.737,  
No.16, College Lane,  
Chennai -6.

2.The Branch Manager,  
State Bank of India,  
Chinnatharapuram Branch,  
10/122-B, Main Road,  
Chinnatharapuram,  
Aravakurichi Taluk,  
Karur District.

... Respondents

PRAYER: Writ Petition filed under Article 226 of the Constitution of India praying for issuance of a writ of certiorari calling for the records relating to the impugned order passed by the 1<sup>st</sup> respondent in his proceedings HR:RC :104 dated 12.04.2011 and quash the same as illegal.

|                   |                    |
|-------------------|--------------------|
| For Petitioner    | : Mr.B.Saravanan   |
| For Respondent -2 | : Mr.S.Sethuraman, |
| For Respondent -1 | : No appearance    |

#### ORDER

The relief sought for in this writ petition is to call for the records relating to the impugned order passed by the 1<sup>st</sup> respondent in his proceedings dated 12.04.2011 and quash the same as illegal.

2.The order impugned dated 12.04.2011 issued by the respondents states that the writ petitioner was appointed on contract basis for a period of two years from 02.01.2009 to 01.01.2011. The Executive Committee of Central Board of the Bank, in their meeting held on 14.07.2010 approved a policy for permanent absorption of Contract employees at the initial stage of pay, subject to certain terms and



conditions. However, the writ petitioner had not fulfilled the terms and conditions for permanent absorption. Admittedly the initial appointment of the writ petitioner was on contract basis.

3. The learned Counsel appearing for the second respondent states that the writ petitioner had served only for seven months when the period of contract was for two years. The factual position in this regard is narrated in paragraph number 4 of the counter affidavit filed by the second respondent, which is extracted hereunder:-

"This respondent submits that on 05.12.2008 the offer of appointment was made and communicated to the petitioner. In para(2) of the offer it was clearly made that his appointment in the Bank will be purely contractual in nature initially for 2 years from his date of joining and contract of appointment will be renewable on completion of contractual period depending upon your performance suitable and need of the Bank. The petitioner has joined the Karur Branch from 19.01.2009 to 28.08.2009. From Karur Branch, the petitioner was transferred to 2<sup>nd</sup> respondent Branch on 28.08.2009. The petitioner was irregular in attending the work though his initial period of contract was for 2 years from 05.12.2008, the petitioner attended the office only for 7 months i.e. from 19.01.2009 to 28.08.2009. Since the petitioner was unable to perform his part of contract, the respondent felt that his performance was not satisfactory and not inclined to extend the contractual period. After taking into consideration of the petitioner's attendance of 7 months period as against the contractual period of 2 years, the respondent has passed the order of discharge dated 12.04.2011. Since the petitioner's attendance was only one third portion of the contractual period, the respondent having no other alternative has passed the discharge order after completion of the contractual period".

4. This Court is of an opinion that the writ petitioner was appointed on contract basis for a specific period of two years and even for extending the benefit of permanent absorption, it is stated that the writ petitioner had not fulfilled the terms and conditions. Further the writ petitioner had served only for seven months as Contract Labourer and therefore his claim for permanent absorption cannot be considered.

5. Contract appointment for a specific period cannot be a ground for claiming permanent absorption or regularisation. The writ petitioner knowing the fact the initial appointment was on contract basis and joined in the respondents bank. Once the terms and conditions of the contract is agreed upon by an employee, then, he cannot go back and claim permanent absorption or regularisation. Therefore, the claim made out in this writ petition deserves no consideration at all.



6. Accordingly, the writ petition stands dismissed. However, there shall be no orders as to costs.

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Sd/-

Assistant Registrar (CS-I)

Sub Assistant Registrar

To

+1cc to M/S.B.Saravanan, Advocate SR.No. 47600

+1cc to M/S.S.Sethuraman, Advocate SR.No. 47405

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dsk

JM/KKR/SAR 2/07.03.2018/3P/3C