

THE HON'BLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION No.28326 OF 2018

DATED :13.08.2018

Between :

M.Srinivasa Rao S/o.Venkateswara Rao,
Aged 32 yrs, Occu : Field Assistant (Removed),
R/o.Marlapalem Village, Chatrai Mandal,
Krishna District.

.. Petitioner

And

State of Andhra Pradesh,
Rep., by its Principal Secretary to Government,
Panchayat Raj & Rural Development Department,
Secretariat, Velagapudi,
Amaravati, Guntur District & others.

.. Respondents



This court made the following :

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ORDER :

Heard learned counsel for the petitioner and learned Government pleader for Panchayat Raj.

2. This writ petition is filed challenging the order of termination of contract employment as Field Assistant by proceedings dated 23.08.2014.

3. Learned counsel for the petitioner sought to contend that the termination is *ex-facie* illegal; bereft of reasons and the order of termination is liable to be set aside on that ground alone. However, it is seen that the termination was made on 23.08.2014. It is also fairly submitted that after the termination of petitioner another person is appointed.

4. As the appointment of petitioner is a contractual appointment for a specified period and there is no relation ship of master and servant after the period is over and since another person is already appointed, the question of granting relief in the writ petition at this stage, does not arise, as it would be affecting another person who is working now.

5. On the scope of writ jurisdiction with reference to the terms of contract and working of contract employees as Field Assistants for a period of one year and renewing from time to time, this Court in W.P.No.27468 of 2015 & batch held as under :

“At this stage, it is apt to note the observations of learned single Judge in *Boggadi Rama Chandra Reddy vs. State of Andhra Pradesh*¹, wherein batch of writ petitions were considered by this Court on the issue of non-renewal of contract of appointment as Field Assistants. Field Assistants were appointed on one-year contract and renewed from year to year. With reference to the issue whether non-renewal of contract is stigmatic, further even if stigmatic whether mandamus can be issued and not affording opportunity before holding them as not meeting the targets would amount to arbitrary exercise of power were considered. On review of law on the scope of renewal of contract appointment with fixed tenure, this Court held as under:

“102. In *Gridco Ltd. v. Sadananda Doloi and others* (AIR 2012 SC 727), Supreme Court created small window of opportunity to seek judicial review on the parameters set out above. However, those parameters may attract in case of premature termination of contract of appointment. In the cases on hand, petitioners are not terminated. Their contract is not renewed further on assessment of past performance. It is the right of an employer to choose right person to do right job. If the employer found that employee has not reached to its expectations, he can dispense with his services. In the instant writ petitions, petitioners appointment is one of contract, even if the stand of petitioners that their appointment is one of temporary but not contractual is accepted, they are not holding permanent employment and have not acquired status to a public post. They are appointed in a scheme post. It is permissible to employer to assess past performance to continue the relationship further. According to employer, on assessment of performance of all Field Assistants, appointment is not renewed to only such of the employees who did not achieve the set targets.

103. Renewal is not automatic but termination of relationship on completion of tenure is automatic and unless renewal is granted the relationship of master and servant comes to an end after the period of contract. Renewal is at the sole discretion of the employer.

104. Furthermore, tenure of appointment is over and there is no manner of right vested in petitioners to continue in employment after 30.6.2015. Thus, petitioners cannot seek a mandamus in exercise of power of judicial review to ask for renewal of contract, irrespective of fulfilment of targets fixed. When relationship is determined by contract, no mandamus can be issued to compel party to a contract to renew the contract. Therefore, even if it is assumed that words employed in the communication impugned in these

¹ 2016 (5) ALT 45

writ petitions informing the decision not to renew the employment is stigmatic at the most it may give rise to right to sue for damages but no direction to renew the contract and to employ the petitioners be granted on that ground.”

6. In view of the decision of this Court in the batch of writ petitions, no relief as sought for by the petitioner can be granted in this writ petition.

7. Thus, the Writ Petition is dismissed leaving it open to the petitioner to work out his remedies with reference to the alleged illegal termination and compensation as he may be entitled to before appropriate forum in accordance with law. Pending miscellaneous petitions, if any, shall stand closed.

13th August, 2018
Rds

P.NAVEEN RAO,J

