

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.3607 of 2016

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Manoj Kumar Son of Mahesh Singh resident of Village - Gardharia, P.S. - Shivsagar, District - Rohtas.

... .. Petitioner/s

Versus

1. The State Of Bihar and Ors
2. District Magistrate, Rohtas.
3. Superintendent of Police, Rohtas.
4. Station House Officer SHO Shivsagar Police Station, Rohtas.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Pramod Kumar Singh
For the Respondent/s	:	Mr.Ga11- Partha Sarthi

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CORAM: HONOURABLE MR. JUSTICE MADHURESH PRASAD
ORAL ORDER

3 01-05-2016 Heard counsel for the petitioner as well as the Respondents-State.

The petitioner seeks quashing of order dated 08.12.2015 issued by the Respondent No. 2 which as per the petitioner's case is an order of termination.

Petitioner's Case is that petitioner alongwith others was engaged on contractual basis as Special Police Officer. The engagement was temporary and it was renewed from time to time. The order dated 08.12.2015 is not an order of termination rather an order refusing to extend/renew the contract of petitioner's engagement as Special Police Officer. The petitioner has no vested and legally enforceable right for extension of



period on contract. The refusal to renew the contract does not raise any legal or constitutional issue, to be decided in the instant writ proceedings. However, the respondents have filed a counter affidavit, it is their specific case that while the petitioner was on duty during subsistence of his earlier contract as Special Police Officer he has been made an accused in Shivshagar P.S. Case No. 214 of 2015 on 17.05.2014, wherein there is an allegation that he had allowed the truck loaded with illegal stone chips to go free. The said reasons have been assigned in the counter affidavit in support of the refusal to renew the petitioner's contractual engagement dated 08.12.2015. In opinion of this Court respondents may choose not to enter into contract of services with the petitioner, having regard to the nature of policing duties which are required to be performed. The reason for not entering into contract or renewing the contract in view of petitioners implication in the police case, in opinion of this Court does not require any interference, exercising jurisdiction under Article 226 of the Constitution of India.

The order refusing to renew the contract however is a refusal simplicitor and does not attach stigma on the petitioner. In the said circumstance, this court is not inclined to interfere



with the order dated 08.12.2015.

Writ petition is dismissed.

(Madhuresh Prasad, J)

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