

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.3635 of 2019

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Sanjeet Paswan, Son of Upendra Paswan, Resident of village- Ajan, PO-
Hardi, PS- Supaul, District- Supaul

... .. Petitioner/s

Versus

1. The Managing Director, North Bihar Power Distribution Company Ltd.
Patna Bihar, Patna
2. The Deputy General Manger (Human Resources) North Bihar Power
Distribution Company Ltd. Patna Bihar
3. The Deputy General Manager Cum Electrical Executive Engineer, Koshi
Electric Supply Division (Range) Saharsa
4. The Collector Supaul Bihar
5. The Electrical Executive Engineer Electric Supply Circle Saharsa Bihar
6. The Executive Engineer of Electric Supply Supaul Division, Supaul Bihar
7. The Assistant Engineer of Electric Supply Sub Division Triveniganj, Supaul
Bihar

... .. Respondent/s

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Appearance :

For the Petitioner	:	Mr. Ranjit Jha, Advocate
For the Respondents	:	Mr. Subhash Pd. Singh (GA 3)

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CORAM: HONOURABLE MR. JUSTICE ASHUTOSH KUMAR
ORAL JUDGMENT

Date : 14-05-2019

Heard the learned counsel for the petitioner and

the respondent North Bihar Power Distribution Company

Ltd., Patna, Bihar.

2. The petitioner has challenged the order dated

03.11.2017 contained in Memo No. 2219 issued by the

respondent no. 6 viz. the Executive Engineer of Electric

Supply Supaul Division, Supaul. The order impugned



indicates that the petitioner was found taking extra money for providing new service connection. A notice was issued to him but the reply was found to be unsatisfactory. The reply to the second notice to the petitioner also was found to be absolutely unsatisfactory.

3. The petitioner, according to the order impugned, was found to remain absent without any permission from the department. Apart from this, the order indicates that a vehicle belonging to the petitioner was intercepted while transporting liquor which is violation of Bihar Excise Law, 2016. The contract of the petitioner therefore with the respondent company was terminated and the services of the petitioner has been returned to the District Magistrate.

4. Learned counsel for the petitioner has submitted that no doubt the services of the petitioner is absolutely contractual which is subject to renewal, depending upon his good performance, but he continued to perform as Executive Assistant for quite sometime after



renewal of his contract and his performance was never under any criticism. The order impugned, as has been urged on behalf of the petitioner, has been passed only because of the vehicle of the petitioner having been intercepted in connection with a criminal case relating to breach of Bihar Excise Law, 2016. It has been submitted therefore that without any valid reason the contract of the petitioner ought not to have been terminated and his services returned to the District Magistrate. The other ground of challenge of the petitioner is that the contract was terminated by an authority which is not the appointing authority of the petitioner.

5. Both the arguments of the petitioner have been noted only to be rejected.

6. The services of the petitioner is contractual and the terms of the contract clearly indicates that the engagement would be only for a period of one year and if his service would not be found to be satisfactory, it would



be returned to the District Administration without any notice to the petitioner.

7. The learned Senior advocate for the respondent company has drawn the attention of this Court to the letter of engagement/contract dated 28.05.2013 which clearly stipulates the terms of the contract. The services of the petitioner have not been terminated; rather the contract has been terminated and the services have been returned to the parent department i.e. to the disposal of the District Magistrate of Supaul. Thus the arguments raised on behalf of the petitioner of the order of termination having been passed by an authority which was not the appointing authority has no substance. The performance of the petitioner has been found to be unsatisfactory. The involvement of the petitioner in a criminal case is not the reason for termination of contract. The impugned order refers to it only an additional ground which may have unnecessarily been brought on record. What has weighed with the Executive Engineer of the



Company is the poor performance of the petitioner for which twice notices were issued to him and his replies were found to be unsatisfactory.

8. For the reasons stated in the communication contained in Annexure-1 to this petition, this Court is not persuaded to interfere with the same.

9. The petition is dismissed.

(Ashutosh Kumar, J)

krishna/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	16.05.2019
Transmission Date	

