

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.4946 of 2016

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Anil Kumar Das Son of Sri Moti Lal Das Resident of Village- Jaynagar,
Rajputana, P.S.- Jay Nagar, District- Madhubani.

... .. Petitioner/s

Versus

1. Bihar State Food and Civil Supplies Corporation and Ors
2. The Managing Director, Bihar State Food and Civil Supplies Corporation,
Khady Bhawan, Daroga Rai Path, Patna
3. The Chief of Administration, Bihar State Food and Civil Supplies
Corporation, Khady Bhawan, Daroga Rai Path, Patna
4. The District Manager, Bihar State Food and Civil Supplies Corporation,
Madhubani, Dist- Madhubani.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Shashi Bhushan Singh
For the Respondent/s : Mr.Nirmal Kumar

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CORAM: HONOURABLE MR. JUSTICE MADHURESH PRASAD
ORAL ORDER

4 07-11-2019 Heard counsel for the petitioner and counsel for the
respondent-Corporation.

Petitioner was selected on contract basis as executive
assistant in Bihar State Food and Civil Supplies Corporation.
The contractual existence of the petitioner was extended from
time to time till issuance of order dated 22.01.2016 whereby his
contractual engagement has been terminated.

Counsel for the petitioner submits that termination is
not preceded by any enquiry in accordance with law and that
this court should issue a direction for reinstatement of the
petitioner in contractual service of the respondent-Corporation.



Counsel for the Corporation submits that right and liability of the parties i.e. petitioner and the Corporation is determined by the contract of service signed by the petitioner and the Corporation wherein petitioner had agreed to a term that in the event there is any suppression or misrepresentation then petitioner's service would be liable to be terminated. Other aspect of the matter is that the order of termination dated 22.01.2016 also alleges some monetary claim against the petitioner in respect of misappropriation/ black marketing which are alleged against him.

In so far as amount sought to be fastened on the petitioner for misappropriation or suppression, this court would only observe that as per statement of the respondent-authorities themselves made in para 10 of the counter affidavit, a Certificate Case has been lodged against the petitioner. Liability of the petitioner is therefore, yet to be determined in the said case which now can only be as per procedure in law prescribed for such determination in the pending certificate proceedings and subject to remedy that the petitioner may have against the same.

The other aspect of the matter is regarding petitioner's termination of contractual service.



The original contract of the petitioner's engagement is Annexure A to the counter affidavit. Counsel for the Corporation has sought to rely on clause 2 of the said agreement to justify petitioner's removal.

While exercising power under Article 226 of the Constitution of India, this court is not inclined to interfere with petitioner's termination in exercise of discretion based on and arising out of contractual rights and liabilities.

Petitioner is not a government employee and he cannot claim procedural protection which is available to a government servant by prescribing a procedure for conducting disciplinary proceeding or enquiry.

With the aforesaid observations, writ petition is disposed of.

(Madhuresh Prasad, J)

s.hassan/-

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