

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1430 of 2016

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Sanjay Kumar Son of Yugal Ram Resident of village - Mirzapur, P.O. Srisia Buzurg, Via - Kalwari, Distt. - Muzaffarpur, at Present Posted as Panchayat Rojgar Sevak Gram Panchayati Raj Paigambarpur (Sakra Block), Muzaffarpur

... .. Petitioner/s

Versus

1. The State of Bihar
2. The Principal Secretary, Rural Development Department, Bihar,
3. Deputy Secretary, Rural Development Department, Bihar
4. Secretary, Bihar Rural Development Society, Bihar
5. Commissioner, Tirhut Division, Muzaffarpur
6. District Magistrate Cum Distt. Programme Coordinator, Muzaffarpur
7. Deputy Development Commissioner, Muzaffarpur
8. Block Programme officer, Kanti, Muzaffarpur

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Satyendra Narayan, Advocate
For the Respondent/s : Mr. Arvind Kumar, AC to GA 9

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CORAM: HONOURABLE MR. JUSTICE MADHURESH PRASAD
ORAL JUDGMENT

Date : 10-01-2019

While working as Panchayat Rojgar Sevak services of the petitioner was terminated on account of some allegations. By order dated 17.04.2015 the Collector, Muzaffarpur considered the matter. Finding that the allegations against the petitioner were technical in nature and that there was a recommendation of the Block Programme Officer, Kanti, Muzaffarpur that petitioner should be given the benefit of doubt, the order dated 23.02.2012 whereby petitioner's earlier contractual engagement as Panchayat Rojgar Sevak has been terminated was set aside by the District Magistrate under order dated 17.04.2015. A



consequent direction was given to the Deputy Development Commissioner, Muzaffarpur / Director, D.R.D.A Muzaffarpur / Programme Officer, Kanti, Muzaffarpur that after adopting the mandatory procedure they ensure that the petitioner is allowed to join as Panchayat Rojgar Sevak. Pursuant thereto the Deputy Development Commissioner, Muzaffarpur has directed the petitioner to execute a new agreement so that he may be allowed to resume his contractual engagement as Panchayat Rojgar Sevak.

2. Counsel for the petitioner submits that the apprehension of the petitioner is that if he executes a new agreement he will be deprived of the benefits of his earlier services, if any is available to him or others similarly situated in the future. He submits that he would be executing an agreement in compliance of the said letter.

3. In the event such an agreement is executed, this Court would observe that since the order dated 17.04.2015 of the District Magistrate has set aside the petitioner's earlier termination under order dated 23.02.2012, the benefits, if any arising out of his contractual status prior to setting aside of his termination dated 23.02.2012 cannot in any way obliterate.

4. Writ petition is disposed off as no further direction is



required to be issued.

5. A liberty is sought to raise his claim for dues/arrears on account of unpaid honorarium.

6. No such liberty is required. If any arrears on account of honorarium is due, petitioner would be at liberty to approach the authority for payment of the same.

(Madhuresh Prasad, J)

Prakash/-

AFR/NAFR	
CAV DATE	
Uploading Date	
Transmission Date	

