

HIGH COURT OF CHHATTISGARH, BILASPUR**WRIT PETITION (S) NO. 42 OF 2019**

1. Netram Patel S/o Shri Tarachand Patel Aged About 34 Years Working As Gram Rojgar- Sahayak At Gram Panchayat Patrapali, Block And Tahsil Kharsia, District Janjgir Raigarh, Chhattisgarh., District : Raigarh, Chhattisgarh

---- Petitioner**Versus**

1. State Of Chhattisgarh Through The Secretary, Panchayat And Rural Development Department, Mahanadi Bhawan, Mantralaya, New Raipur, P. S. Rakhi, District Raipur, Chhattisgarh., District : Raipur, Chhattisgarh
2. The Collector District Raigarh, Chhattisgarh., District : Raigarh, Chhattisgarh
3. Chief Executive Officer Zila Panchayat Raigarh, District Raigarh, Chhattisgarh., District : Raigarh, Chhattisgarh
4. Chief Executive Officer Janpad Panchayat Kharsia, District Raigarh, Chhattisgarh., District : Raigarh, Chhattisgarh
5. Project Officer Janpad Panchayat Kharsia, District Raigarh, Chhattisgarh., District : Raigarh, Chhattisgarh

... Respondent(s)

For Petitioner : Shri Jeet Patel, Advocate.
 For Respondents-State : Shri Rahul Mishra, Dy.G.A.

Hon'ble Shri Justice P. Sam Koshy**Order on Board****08.01.2019**

1. The grievance of the petitioner in the present writ petition is to the order Annexure- P/2 dated 25.05.2018 whereby the contractual employment of the petitioner has been discontinued. The petitioner had also preferred an appeal which too has been rejected vide Annexure-P/1 dated 08.10.2018.
2. The contention of the petitioner is that the petitioner has been initially appointed in the year April, 2012 and since then his contract has been continuously renewed every year till April, 2018. However, beyond April, 2018 vide Annexure – P/1, services of the petitioner

have been discontinued and the contract has not been renewed. According to the petitioner, non-renewal of the contract is arbitrary and is vindictive as no adverse entry whatsoever has been reflected in the service record of the petitioner nor there has been any misconduct of the petitioner during the service period and therefore, prayed for an appropriate direction to the respondents in this writ petition.

3. A the perusal of the record would clearly reflect that undoubtedly the substantive appointment of the petitioner was that of contractual employment. A contractual employee has right to remain in service only as long as the contract period survives. In the instant case, the first contract was on April, 2012 and which has been subsequently renewed time and again till April, 2018. Since the substantive appointment of the petitioner was on contract basis, this Court under Article 226 of the Constitution would not be in a position to issue any suitable direction to the respondents for renewal of the contract. A renewal of contract / re-engagement of contract to an employee is exclusively within the domain of the respondents/State. Moreover, the State counsel now submits that the respondents have now issued a fresh advertisement for filling up of the said post. The order Annexure-P/2 does not show that the petitioner would not be entitled for participating in the said advertisement. In the absence of there being any embargo, the petitioner will also be entitled to participate in the fresh advertisement for contractual employment. It is made clear that even if the petitioner applies and participates in the selection process, the earlier services or discontinuance of his

earlier services should not come in the way of the petitioner for being considered on the said post. The said discontinuance should not be taken as a demerit or stigma of any nature so far as the petitioner is concerned.

4. With the aforesaid observation, the writ petition stands disposed off.
5. No order as to costs.

SD/-
(P. Sam Koshy)
Judge