

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR**WPS No. 5248 of 2019**

1. Meena Sonwani, W/o Ransay, Aged About 36 Years II ANM. P.H.C. Salka, District Surajpur, Chhattisgarh, R/o Village Salka Surajpur, Chhattisgarh
2. Kaushilya Kumari Sahu, W/o Laxmi Narayan Aged About 34 Years II ANM P.H.C. Umapur, District Surajpur, Chhattisgarh, R/o Village Tejpur, District Surajpur Chhattisgarh
3. Puneeta Sahu, W/o Om Prakash Sahu Aged About 40 Years II ANM Sub Health Centre Agustpur, District Surajpur, Chhattisgarh, R/o Village Kalyanpur, District Surajpur Chhattisgarh

---- Petitioners**Versus**

1. The State Of Chhattisgarh Through Secretary, Department Of Health And Family Welfare, Mantralaya, Atal Nagar, Naya Raipur, District Raipur Chhattisgarh
2. Mission Director National Rural Health Mission, (NRHM) Raipur, District Raipur Chhattisgarh
3. State Program Manager National Rural Health Mission Chhattisgarh Raipur, District Raipur Chhattisgarh
4. The Collector Surajpur, District Surajpur Chhattisgarh
5. Chief Executive Officer Jail Panchayat, District Surajpur, Chhattisgarh
6. Chief Medical And Health Officer Surajpur, District Surajpur Chhattisgarh

---- Respondents

For Petitioners	:	Mr. A.K. Prasad, Advocate
For State	:	Mr. Anshuman Shrivastava, P.L.

Hon'ble Shri Justice P. Sam Koshy**Order on Board****17.07.2019**

1. The petitioners in the present Writ Petition is challenging the action on the part of the respondents in not renewing the contract of the

petitioners on the post of A.N.M., inspite of the order of appointment order having a clause of renewal.

2. The contention of the petitioners is that, vide advertisement dated 02.02.2017, the respondents had initiated recruitment process for filling up of the post of A.N.M. The petitioners participated in the recruitment process and were found successful and they were given appointment on contract basis for a period of 1 year as an A.N.M. and the contract period coming to an end in March, 2019.
3. The contention of the petitioners is that, after initial contract period, the respondents have renewed the contract, so far as contract of the other A.N.M are concerned, but so far as the petitioners' case are concerned, they have not renewed the contract. The apprehension of the petitioners is that, there is all likelihood of the respondents may go in for a fresh recruitment for filling up the post by another set of contractual A.N.Ms which would be detrimental to the interest of the petitioners and stands also contrary to the conditions of appointment issued in favour of the petitioners at the first instance. He submits that the services of the petitioners were satisfactory and there has been no complaint whatsoever made against them in the course of their duty. Thus, if the respondents had work, they should have granted extension of contract to the petitioners rather than going for a fresh recruitment process periodically. The petitioners fulfill all the eligibility criteria required for the said post and they had already subjected to a selection process at one point of time. Therefore, unless their work is found unsatisfactory, the petitioners need not to undergo the same

selection process every time and the same can be avoided by a simple extension order being granted by the State Government.

4. The petitioners submit that, the action on the part of respondents in granting extension to some A.N.Ms and in not granting extension to the petitioners is arbitrary and is discriminatory and for this reason also, the action is bad-in-law.
5. The State Counsel opposing the petition submits that, it is a case where the petitioners' appointment order at the first instance itself had specific clause of the contract being valid up-till 31st March, 2019. Thereafter, the petitioners did not have any legally enforceable right for the extension of the same and it is always the prerogative of the respondents, whether to continue or renew the contract or not. Thus, the Writ Petition is devoid of merits.
6. Having heard the contentions put forth on either side and on perusal of record, taking into consideration the facts and circumstances of the case, since there is no issue, so far as the services of the petitioners being satisfactory and the petitioner in the past have been subjected to the recruitment process. This Court is of the opinion that, prima facie, a strong case has been made out by the petitioners whereby it is ordered that the respondents shall not substitute the services of the petitioners by another set of contractual A.N.M. and that, an appropriate direction in this regard can, therefore, be issued to the State Government.
7. Accordingly, it is directed that, in case of availability of work and the department intends to engage contractual A.N.M., they should take the services of the petitioners first. This in other words means that,

the respondent State would not be permitted to substitute the petitioners by another set of contractual A.N.M.. In case, if the respondents intend to take work at the place where the petitioners were working on contractual basis, they are supposed to renew the contract of the petitioners, subject to the petitioners fulfilling the other requisite criteria that is required. It is made clear that, this Order would not preclude the respondents from going in for regular recruitment for filling up the said posts.

8. With the aforesaid observations, the Writ Petition stands disposed-off.

**Sd/-
(P. Sam Koshy)
Judge**