

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (S) No. 6353 of 2019**

Durgesh Singh Thakur S/o Santosh Singh Thakur, Aged About 24 Years, R/o Shitla Ward - 19, Thakurpara, Kawardha, District - Kabirdham, Chhattisgarh

---- Petitioner**Versus**

1. State Of Chhattisgarh Through The Secretary, Health Department, Mantralaya, Mahanadi Bhawan, Naya Raipur, District Raipur Chhattisgarh
2. The Director, Health Services, Mantralaya, Mahanadi Bhawan, Naya Raipur, District Raipur, Chhattisgarh
3. Chief Medical And Health Officer Kabirdham, District Kabirdham Chhattisgarh
4. Divisional Joint Director, Health Services Surguja, Division Ambikapur District Surguja, Chhattisgarh
5. Director, National Health Mission, District And City Program, Kawardha, District Kabirdham, Chhattisgarh
6. Mission Director, National Health Mission, Atal Nagar, Raipur, District Raipur, Chhattisgarh

---- Respondents

For Petitioner	:	Shri Deepak Jain, Advocate.
For State	:	Ms. Abhyunati Singh, P.L.

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

19.09.2019

1. The challenge in the present writ petition is to the order Annexure P-5 dated 04.12.2018 whereby the contractual engagement of the petitioner has been discontinued after giving one month notice.
2. The contention of the petitioner is that the reason assigned for discontinuing the services is not proper and justified and that the respondent no.2 Department have sufficient fund with them yet they have discontinued the services of the petitioner.
3. All said and done, the substantive appointment of the petitioner, as is evident from Annexure P-3 dated 07.02.2017, is contractual. It is settled position of law that a contractual engaged person does not have an indefeasible right for being continued. The contract has been discontinued after issuance of one month notice which is the normal procedure prescribed for discontinuing the contractual engagement. It is not the case of the petitioner that he is being substituted by another set of contractual employee. It is always the prerogative of the employer to decide whether they require the work of a contractual employee or not. If the Department feel that they can manage their affairs without engaging a person on contractual basis, this Court in exercise of its power under Article 226 of the Constitution cannot force the respondents to engage the petitioner or similarly placed persons on contractual basis only for the reason that their services were taken in the past by the Department.
4. For the aforesaid reasons, this Court does not find any strong case made out by the petitioner calling for an interference by this Court.
5. However, the reluctance of this Court would not preclude the

petitioner from participating in any further selection procedure initiated by the respondents even if it is on contractual basis neither would the petitioner be precluded from approaching the authorities by making suitable representation for considering his case in case the Department intends to engage contractual employee.

6. With the aforesaid observation, the writ petition stands rejected.

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

Khatai