

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 6619 OF 2018

Shreekrushna Sahebrao Rathod .. Petitioner

Versus

The State of Maharashtra and others .. Respondents

Shri Ravindra Nirmal, Advocate for the Petitioner.

Ms. Vaishali N. Jadhav Patil, A.G.P. for Respondent Nos. 1 & 2.

Shri B. A. Shinde, Advocate for Respondent Nos. 3 and 4.

WITH

WRIT PETITION NO. 6622 OF 2018

Bhaskar Kashinathrao Shinde .. Petitioner

Versus

The State of Maharashtra and others .. Respondents

Shri Ravindra Nirmal, Advocate for the Petitioner.

Mrs. Geeta L. Deshpande, A.G.P. for Respondent Nos. 1 & 2.

Shri B. A. Shinde, Advocate for the Respondent No. 4.

CORAM : S. V. GANGAPURWALA AND

A. M. DHAVAL, JJ.

DATE : 30TH JANUARY, 2019.

FINAL ORDER :

. The petitioners are appointed on contract basis. The last appointment orders are given to petitioners for six months. After the end of the contract period reappointment orders have not been given to petitioners.

2. The learned counsel for petitioners submits that, apparently services of petitioners are put to an end. The respondents are trying to suggest that petitioners were not coming on time. No notices were issued to petitioners before taking action. According to the learned counsel even for administrative action principles of natural justice are to be followed. The learned advocate relies on the judgment of the apex court in a case of Uma Nath Pandey and others Vs. State of U. P. and another reported in *AIR 2009 SC 2375*.

3. The learned counsel submits that, as the minimum requirement of principles of natural justice is not adhered too, the impugned action on the part of the respondents be set aside and respondents be directed to issue orders of reappointment to petitioners.

4. Mr. Shinde, the learned advocate for the respondent/Zilla Parishad submits that, the contract period of petitioners has come to an end. The petitioners use to remain absent. The confidential reports were also considered of the petitioners and in view of that reappointment orders were not given to petitioners.

5. It appears that, petitioners were initially appointed on contract basis as a part time teachers in the year 2008. The same was continued from time to time. Lastly the appointment

orders were issued to petitioners as drawing teachers on contract basis on 16.12.2017 for a period of 04.10.2017 to 31.03.2018. After 31.03.2018 no fresh appointment orders are issued to petitioners.

6. There cannot be any dispute with the proposition that the distinction between an administrative action and quasi judicial one is almost obliterated and principles of natural justice are required to be followed even in cases of administrative action.

7. We would have accepted the contentions of petitioners had respondents resorted to adverse action during the continuation of contract period. The contract period of petitioners has come to an end and no appointment orders are issued to petitioners. So no action involving civil consequences has been taken during the subsistence of contract period. As contract period has come to an end and no fresh appointment orders are issued, certainly petitioners cannot claim benefit of adherence to principles of natural justice.

8. In the light of the above, no relief can be granted to petitioners. The writ petitions are disposed of. No costs.

[A. M. DHAVALÉ, J.]

[S. V. GANGAPURWALA, J.]

bsb/Jan. 19