



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED: 04.07.2019

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THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P[MD]Nos.2161 & 2162 of 2015

and

M.P. [MD]Nos.1,1,2,2,3,3 & 4 of 2015

R.Rajarathinam : Petitioner in W.P.[MD]No.2161/15
K.Paramasivam : Petitioner in W.P.[MD]No.2162/15

Vs.

1. The State of Tamil Nadu,
Rep by its Secretary of Government,
Revenue Department,
Fort St. George, Chennai - 9.
2. The Special Commissioner,
and Commissioner of Revenue Administration,
Chepauk, Chennai - 5.
3. The District Collector,
Karur, Karur District.
4. The Personal Assistant to
The District Collector,
Collectorate, Karur,
Karur District. : Respondents in both Writ Petitions

COMMON PRAYER: Writ Petitions filed under Article 226 of the Constitution of India for issuance of Writs of Certiorarified Mandamus, to call for the impugned order in Na.Ka.A1/18711/2009, dated 07.02.2015 on the file of the respondent No.3 and quash the same as illegal and consequently to direct the second and third respondents to regularize the services of the petitioner in the post of driver in pursuance to the proceedings in Letter No.Pani4 (2)/15436/2011 dated 19.04.2011 on the file of the second respondent within the time stipulated by this Court.

For Petitioner : Mr.T.Lajapathi Roy
For Respondents : Mr.D.Muruganantham
Additional Government Pleader
[In both Writ Petitions]

**COMMON ORDER**

The letter of the fourth respondent dated 07.02.2015, calling the eligible candidates for engagement of contract drivers is under challenge in the present writ petitions.

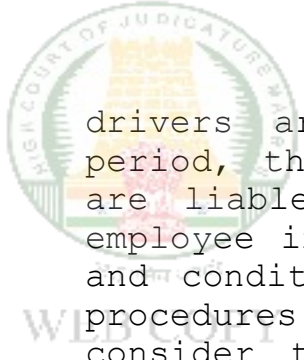
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2. Learned Counsel for the writ petitioners made a submission that the writ petitioners were initially engaged as drivers on contract basis. The initial engagement was made through the District Employment exchange and an interview was also conducted. Thus, the engagement of the writ petitioners as contract labourers were done by following the procedures and there were no irregularities. However, the services of the writ petitioners were ousted on the expiry of the period of contract.

3. The learned Counsel for the writ petitioners states that though not the regularisation, the petitioners at least must be considered for their continuance as contract drivers. Instead of conducting a new selection for engaging contract drivers, the writ petitioners who are already possessing the experience shall be considered for engagement as contract drivers. In other words, learned Counsel for the writ petitioners is of the opinion that the petitioners may not insist for regularisation and permanent absorption. However, their claim for continuance in contract employment may be considered. In this regard, it is contended that replacing the existing contract employee through another contract employee is an unlabour practice and therefore, the case of the writ petitioners are to be considered for their continuance as contract drivers.

4. This Court is of the considered opinion that replacing the contract employee through another contract employee is not desirable. Only in the event of unsatisfactory service, if any recorded, an order of ousting may be issued. However, if a contract employee is serving satisfactorily, he shall be considered for reappointment on contract basis. However, the terms and conditions stipulated must be clear that such contract appointment would not confer any right for claiming permanent absorption or regularisation. Permanent appointment or regularisation has to be granted only in accordance with the recruitment rules in force. The employees who were engaged on contract basis on certain terms and conditions cannot claim regularisation or permanent in violation of the rules. Thus, the question of granting regularisation or permanent absorption does not arise at all.

5. However, the contentions of the writ petitioners that replacing the writ petitioners through another contract employee is an unlabour practice and therefore, the case of the writ petitioners are to be considered if the project or scheme is alive. If contract



drivers are engaged for a specific purpose for a particular period, thus on completion of the project scheme or period they are liable to be ousted from service. However, those contract employee in the event of continuance, may be reengaged with terms and conditions along with all other conditions. This being the procedures to be followed, the respondents are directed to consider the case of the writ petitioner for re-engagement as contract drivers, if vacancies are available as well as the scheme or project is alive.

6. With these observations, the Writ Petitions stand disposed of. No costs. Consequently, connected miscellaneous petitions are closed.

Sd/-

Assistant Registrar (AS)

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Sub Assistant Registrar (CS)

To

1. The Secretary of Government,
State of Tamil Nadu,
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4. The Personal Assistant to
The District Collector,
Collectorate, Karur,
Karur District.

+1 CC to Special Government Pleader (SR-73765[F] dated 05/07/2019)

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