

High Court for the State of Telangana

The Hon'ble The Chief Justice Sri Raghvendra Singh Chauhan

and

The Hon'ble Sri Justice A. Abhishek Reddy

W.A. No. 935 of 2019

Date: 20-12-2019

Between:

S. Chandra Mouli and 3 others

...Appellants

And

The State of Telangana
Rep. by Principal Secretary
Statistical, Finance & Planning Dept.,
Secretariat, Saifabad, Hyderabad and 3 others

...Respondents

Counsel for the Appellants:

Mr. Chikkudu Prabhakar

Counsel for respondents:

**Mr. Phani Bhushan,
AGP for GP for Finance &**

Planning

The Court made the following:

Judgment: (per Hon'ble The Chief Justice Sri Raghvendra Singh Chauhan)

The appellants-petitioners are aggrieved by the order dated 06-12-2019, passed by the learned Single Judge in W.P. No. 5830 of 2019, whereby the learned Single Judge has dismissed the said writ petition.

Briefly, the facts of the case are that the appellants, who are four in number, claim that they were appointed on the posts of Technical Officers/ Junior Technical Officers on contractual basis in the respondent-Department on 20-05-2013, 17-05-2013, 20-05-2013, and 14-05-2012 respectively. Subsequently, they joined the services. Although the contract was only for a period of one year, their contract was continued till 20-12-2018. On 21-12-2018, without giving any notice, and without assigning any reasons, their services were terminated. Therefore, the appellants had filed the aforesaid writ petition before the learned Single Judge. However, as mentioned hereinabove, the learned Single Judge has dismissed the writ petition. Hence, the present appeal before this Court.

The learned counsel for the appellants submits that although the appellants were appointed in 2013, for a period of one year, their services were continued till 20-12-2018.

Secondly, their appointment was not co-terminus with the project, namely Space based Information Support for Decentralized Planning (SIS-DP). Although the project had ended in the year 2016, yet their services were continued even beyond 2016 till 20-12-2018. Therefore, the learned Single Judge is unjustified in concluding that the appellants' appointment was, in fact, co-terminus with the project.

Thirdly, the resolution passed by the 23rd Governing Body Meeting held on 28-01-2017, whereby the Governing Body had extended the project till 20-12-2018, is a fabricated document.

Lastly, since other colleagues of the appellants have been continuing in their services, the appellants could not be terminated.

On the other hand, the learned counsel for the respondents submits that in the contract entered between the appellants and the respondent-Department, it was clearly

pointed out that the appointment was on contractual basis for a fixed tenure. The contract/service shall continue as long as the SIS-DP Project continues.

Secondly, by the resolution dated 28-01-2017, the project was to continue till 20-12-2018. According to the learned counsel, the appellants have nowhere pleaded in their rejoinder that the resolution dated 28-01-2017, is a fabricated document. Moreover, the appellants have not established the fact that the project was, indeed, continued after 20-12-2018.

In rejoinder, the learned counsel for the appellants submits that some of the appellants' colleagues, who were equally appointed as Senior Analysts in the SIS-DP Project, have subsequently been continued by the respondent-Department. In order to buttress this plea, the learned counsel has filed copies of letter dated 15-12-2018, addressed to Mr. Karne Kiran Kumar, letter dated 26-11-2018, addressed to Mr. O. Kiran Kumar, letter dated 26-11-2018, addressed to Mr. A. Devender Reddy, and letter dated 26-11-2018, addressed to Ms. G. Neeharika, who are the colleagues of the appellants.

Heard the learned counsel for the parties, and perused the impugned order.

It is pertinent to quote some of the conditions of the contract entered between the appellant No. 1 and the respondent-Department (being taken only for reference), which are as under:

....

2. *Sri./Smt./Kmr S.Chandra Mouli s/o Rajam, 29 ears, R/o H.No.1-3-16/A, Vidyut Nagar, Ramagundam, Karimnagar-505208 (hereinafter referred to as the Second Party), which expression shall mean and include his/her heirs, successors, representative agents and assignees regarding the services that would be rendered by the Senior Analyst on contract basis for a fixed tenure to the APSRAC in respect of the implementation of Space Based Information Support for Decentralized Planning (SIS-DP) Project taken up by the APSRAC, as witnessed as under:*

....

5. *The Senior Analyst is an individual who has been selected by the APsRAC having requisite professional skills and resources to perform identified responsibilities as mentioned in the Annexed Job Chart and having agreed to render exclusively his/her services during the period of Contract on mutually agreed terms and conditions, namely:*

....

10. *This Contract will remain in force for one (1) year from 20-05-2013 and expires on 19.05.2014.*

12. *The APSRAC and Senior Analyst have agreed that it is a fixed time Contract valid for a period of one year and ceases to hold good on completion of the period and there is no commitment of either side to*

extend the Contract thereafter. Both parties have also agreed that there would not be any modifications of the clauses of the Contract during the period it is in force, except if mutually agreed upon.

.....

17. The APSRAC and Senior Analyst further agree that without any further notice, discussions and reference and subject to the clauses mentioned above, this Contract shall automatically cease to operate on 19-05-2014 and either of the parties shall be discharged from their respective obligations and liabilities without any intimation or formal communication except for the specific exceptions mentioned in the present Contract.

.....

23. The Senior Analyst agrees that this is a need based Contract appointment for a period of one year and does not accrue any right to the Senior Analyst for extension of Contract irrespective of the performance.

.....

30. This Contract is applicable for only the period specified and does not create any obligation of the APSRAC or the Government of Andhra Pradesh to provide permanent employment to the Senior Analyst.

A bare perusal of these conditions of the contract clearly reveals that the appellants were appointed on the posts of Senior Analysts for the SIS-DP Project.

Secondly, the appointment was project based, need based, and was contractual in nature. Initially, the appointment was only for a period of one year. Subsequently, due to the continuation of the project, their services were continued till 20-12-2018.

Although the appellants have claimed that the project was continued even after 20-12-2018, they have not produced any evidence to buttress the said claim. Moreover, the appellants have claimed that the resolution dated 28-01-2017, passed by the 23rd Governing Body, is a forged one. However, the said plea was not raised by the appellants in the rejoinder filed by them in the writ petition. Moreover, no iota of evidence has been produced to establish the fact that the said resolution is a forged document. Therefore, there is no reason to believe that the resolution dated 28-01-2017, passed by the 23rd Governing Body, is a forged/fabricated document. Therefore, the learned Single Judge was justified in concluding that in fact the SIS-DP Project was continued till 20-12-2018. Considering the fact that the appointment was co-terminus with the continuation of the project, the learned Single Judge was justified in concluding that once the project is over on 20-12-2018, the appellants cannot claim any right to be continued in their service. By efflux of time, and due to the contract entered between the appellants and the respondent-Department, their services have come to naught.

Although the learned counsel for the appellants has placed reliance on certain letters, mentioned hereinabove, to show that the other colleagues of the appellants have been continuing in the Department, a bare perusal of these letters clearly reveals that Mr. Karne Kiran Kumar has been hired by letter dated 15-12-2018, on the post of Senior Regional Scientific Assistant in order to execute the District Level projects in Karimnagar. Mr. O. Kiran Kumar has been hired, by letter dated 26-11-2018, on the post of Assistant Scientific Officer to execute a Geoinformatics project. Similarly, Mr. A. Devender Reddy has been engaged, by letter dated 26-11-2018, on the post of Project Assistant to execute the Geoinformatics project. Likewise, Ms. G Niharika has been taken into service, by letter dated 26-11-2018, on the post of Scientific Assistant to execute the Geoinformatics project. Thus, none of these colleagues of the appellants have been continued on the posts of Senior Analysts in the SIS-DP project. In fact, these colleagues of the appellants have been taken into service for different projects, and on different posts. Therefore, the appellants are unjustified in claiming that their colleagues have been

continuing in the same project, and on the same posts. Hence, these letters do not buttress the case of the appellants that hostile discrimination is being practiced against them by the respondent-Department.

For the reasons stated above, this Court does not find any merit in the present appeal. It is, hereby, dismissed.

As a sequel, miscellaneous petitions, pending if any, stand dismissed as infructuous.

(Raghvendra Singh Chauhan, CJ)

(A. Abhishek Reddy, J)

Dt: 20-12-2019
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