

THE HON'BLE THE CHIEF JUSTICE SRI THOTTATHIL B. RADHAKRISHNAN
AND
THE HON'BLE Dr. JUSTICE SHAMEEM AKTHER

WRIT APPEAL No.1362 of 2018
AND
WRIT PETITION No.31584 of 2018

COMMON JUDGMENT: (Per the Hon'ble the Chief Justice Sri Thottathil B.Radhakrishnan)

We have heard the learned counsel for the appellants and the learned counsel for the first respondent/writ petitioner in furtherance of the order militated by the Division Bench on 28.02.2019 making reference to the decision of the Apex Court in **Yogesh Mahajan v. Professor R.C.Deka, Director, All India Institute of Medical Sciences**¹.

2. The writ petitioner, who is the first respondent in this appeal, was engaged as Deputy Manager (Hotels) on contract basis by the appellants' establishment, which is a Government company. The document at page No.77 of the paper book annexed to the Writ Appeal is the engagement order, dated 28.03.2011, which says that the person mentioned in that order is engaged as Deputy Manager (Hotels) on contract basis on the terms and conditions stated therein. Clause 1 of that order says that the contract appointment will be initially for a period of three years from the date of joining and renewable for a further period of two years depending on satisfactory performance, requirement and rules in force. As per clause 8 of that order, the contract appointee understands that the engagement is for a specific purpose and limited period and the

¹ (2018) 3 SCC 218

contract appointment comes to an end with the efflux of time. From 2011 to 2018 the writ petitioner was in employment until he was issued with the document dated 16.03.2018, which is at page No.27 of the paper book in the Writ Appeal. Thereby the writ petitioner was informed that his services were disengaged forthwith as his services were not required and that the contract period had expired on 31.12.2017 as per the agreement.

3. In this appeal against the interlocutory order passed by the learned single Judge in the course of the Writ Petition, the learned Senior Counsel for the appellants argued that the interim order was granted on the basis of the earlier order in another Writ Appeal which has no bearing on the matter in issue. He further argued that the time tested principles which govern contract appointments do not create any vested right on the contract appointee to continue in employment or to ask for regularization. It is also argued that such appointee cannot even claim that he could not be removed after the contract period is over.

4. Per contra, learned counsel for the first respondent/writ petitioner argued that his client is being targeted for extraneous reasons and the documents on record clearly show that his performance was consistently commended upon and the establishment had acclaimed the performance of the writ petitioner.

5. The impugned order, dated 16.03.2018, disengaging the writ petitioner is a non-stigmatic order. It is dependent upon the terms of the engagement as is reflected by the order, dated 28.03.2011, referred to above. The order of engagement itself gives the authority the right to disengage, since as per Clause 8 of that order of engagement, the contract comes to a termination by efflux of time. No vested right can be claimed thereafter for continuance of service. The plea on behalf of the writ petitioner that his performance had been rated as excellent, makes no difference because in our view that would have been decisive for the establishment to give the first extension of two years after the initial period of three years. That does not *ipso facto* mean that a contract appointee can be removed only on the ground of indiscipline; particularly when, the period of contract has terminated.

6. For the aforesaid reasons, the impugned order passed in the Writ Petition does not stand. The Writ Appeal, therefore, succeeds and the impugned order issued in the Writ Petition is vacated.

7. The Writ Appeal is allowed accordingly.

8. As a consequence of the order issued in the Writ Appeal, no further issues arise in the Writ Petition. Hence, the Writ Petition is dismissed clarifying that this judgment will not stand in the way of the writ petitioner persuading the appellants' Corporation to accede to his request for any new engagement.

The miscellaneous petitions pending in these cases, if any, shall stand closed. There shall be no order as to costs.

THOTTATHIL B. RADHAKRISHNAN, CJ

Dr. SHAMEEM AKTHER, J

01.03.2019
vs

