

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No 3053 of 2020

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Md Sahid Ahmed, Son of Md Rashid Ahmed Resident of Mohalla Bhagalpur
Commissionary, P.S.- Kotwali, District- Bhalalpur.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, General Administration Department, Govt. of Bihar, Patna.
2. The Collector, Bhagalpur.
3. The District Supply Officer, Bhagalpur.
4. Block Supply Officer, Bihpur, Bhagalpur.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr Navjot Yesu, Advocate
For the Respondent/s : Mr Ajay Kumar, AC to GP IV

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CORAM: HONOURABLE MR JUSTICE MADHURESH PRASAD

ORAL JUDGMENT

Date : 05-03-2020

Heard learned counsel for the petitioner and the respondent-State.

2 The petitioner has worked as Data Entry Operator on contractual basis in the office of the Collectorate. The admitted position is that after 11.07.2015, when the services of the petitioner was sent from District Supply Office, Bhagalpur to Block Supply Office, Bihpur, petitioner has not been allowed to work. In this respect, he has earlier approached this Court by filing CWJC No 959 of 2017 which was disposed of by order dated 19.02.2018 directing the petitioner to raise his grievance



against his removal before the Authorities. The grievance of the petitioner has finally been disposed of by a reasoned and speaking order of the District Magistrate, Bhagalpur dated 31.03.2018 which is impugned in the instant writ petition. The order clearly specifies that work of the petitioner was not found satisfactory. The Authorities are not taking work from the petitioner since 11.07.2015.

3 The petitioner has now been given the reasons for his earlier disengagement which was not by any punitive order having any penal consequences. The termination simplicitor of a contractual employee is not an issue which this Court is expected to adjudicate in exercise of jurisdiction under Article 226 of the Constitution of India as the Authorities are well within their jurisdiction to determine their need. If cause of action based on contractual relation arose, it is for the petitioner to take recourse to civil remedy in accordance with law.

4 In so far as payment for period during which he has performed his duties, the District Magistrate, in his order, has said that allotment has been sought from the Department and as soon as the same is received, arrears would be paid to the petitioner.

5 In view of such clear stipulation of the order of the District Magistrate, this Court would only observe that the order is



of 31.03.2018 and, upon instructions, learned counsel for the petitioner submits that till date, arrears have not been paid to the petitioner. Such administrative inaction surely cannot be countenanced.

6 This Court would, therefore, dispose of the writ petition with a direction to the District Magistrate, Bhagalpur (Respondent No 2) to make payment of the petitioner's due arrears found admissible along with a calculation chart showing the calculation on the basis of which amount is being paid to the petitioner within eight weeks from the date of receipt/production of a copy of this order.

(Madhuresh Prasad, J)

M.E.H./-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	20.03.2020
Transmission Date	NA

