

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.22196 of 2019

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Ashit Kumar Son of Sri Anandi Prasad Sah, Resident of Village- Kasmabad,
P.O.- Gangapur, P.S.- Sultanganj, District- Bhagalpur.

... .. Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Health Department,
Government of Bihar, at Patna.
2. The Principal Secretary, Health Department, Government of Bihar, at Patna.
3. The Executive Director cum Secretary, Health Department, Government of
Bihar, at Patna.
4. The District Magistrate cum President District Health Society, Bhagalpur.
5. The Superintendent, Jawahar Lal Nehru Medical College Hospital
(J.L.N.M.C.H.), Bhagalpur.
6. The Selection Committee, J.L.N.M.C.H. Bhagalpur.

... .. Respondents

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Appearance :

For the Petitioner : Mr.Diwakar Upadhyaya, Adv.
For the Respondents : Mr.Anuj Kumar, A.C. to SC-12

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CORAM: HONOURABLE MR. JUSTICE MADHURESH PRASAD
ORAL JUDGMENT

Date : 20-01-2020

Heard learned counsel for the petitioner and learned A.C.
to SC-12 for the State.

The petitioner was engaged on a contractual basis for 11
months as a 'Hospital Manager'. Upon lapse of term of his
contractual engagement, the Authorities have rejected his claim
for renewing the Contractual engagement of the petitioner.



However, till fresh selection is done, he has been allowed to continue work as a Contractual 'Hospital Manager'.

It is submitted by the petitioner's counsel that in view of Annexure-2, which is issued by the Superintendent of the Medical College, where the petitioner has worked on contractual basis, the initial period of contract 11 months was required to be extended unless there was sufficient reasons for bringing to an end the Contractual engagement of the petitioner.

The respondents have filed a counter affidavit. Their specific stand is that the Selection Committee considered the petitioner's claim for renewing his contract. After examining the performance of the petitioner, they have arrived at a conclusion that the Hospital position slipped from second position to 5th position in view of the backlog created during when the petitioner was the 'Hospital Manager'. The petitioner also claims for extension based on some award which was granted to him only for the '*Ayushman Bharat*' programme. The same in the opinion of this Court does not in any manner make the petitioner's claim any better. The decision not to extend petitioner's contractual engagement is a well-considered decision and, therefore, the petitioner cannot raise any grievance. Further submission is that Annexure-2, upon which the petitioner is



basing his claim, does not mandate a renewal of the initial contractual engagement even if there is unsatisfactory performance of the contractual employee. Clause-3 of Annexure-2, merely enables extension. It is not a mandatory extension but, merely enabling the Authorities to continue with such contractual engagement. Annexure-2, which is being relied upon by the petitioner, does not create any indefeasible right in favour of the petitioner to claim renewal of his contractual engagement as 'Hospital Manager'. It was done only for 11 months. There is no occasion for this Court, in the circumstances, to issue any direction in favour of the petitioner.

On going through the contents of Annexure-2 i.e. the scheme for appointment of 'Hospital Manager' on contractual basis issued by the Superintendent of the Hospital in-question, this Court is also of the view that the same does not create any indefeasible right in favour of the petitioner to claim renewal of his contract. The recording of unsatisfactory performance, appear to be fully substantiated and has been done by a Committee. No individual has taken the decision. The circumstances, therefore, do not leave any scope for issuance of writ in favour of the petitioner.

The writ petition is devoid of merit and is, accordingly,



dismissed.

(Madhuresh Prasad, J)

shyambihari/-

AFR/NAFR	NAFR
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