

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 10666 OF 2019

Mangal Kisan Hajare

.. Petitioner

Versus

The State of Maharashtra and others

.. Respondents

Shri Dattatraya R. Markad, Advocate for the Petitioner.

Shri S. Y. Mahajan, Addl.G.P. for Respondent Nos. 1 and 2.

Shri Avinash D. Aghav, Advocate for the Respondent No. 3.

Shri Santosh S. Jadhavar, Advocate for the Intervenor.

**CORAM : S. V. GANGAPURWALA AND
SHRIKANT D. KULKARNI, JJ.**

DATE : 06TH FEBRURY 2020.

FINAL ORDER :

. Mr. Markad, the learned advocate for the petitioner submits that, the petitioner was appointed on contract basis as a senior treatment supervisor initially in December, 2012 and was continued by giving break of one day. Reappointment was given for eleven months every time. Last time agreement for eleven months was executed on 06.02.2019, however, on 14th August, 2019 the services of the petitioner were terminated with effect from 16th August, 2019. The learned counsel submits that, reason for terminating the services of the petitioner was that, the petitioner had contested the election for the post of Corporator of the Municipal Corporation. The condition in the agreement did not prohibit the petitioner from contesting the election. On the

said ground the respondents cannot terminate the services of the petitioner. After eleven months the petitioner would have been reemployed. The order of termination is illegal.

2. The learned counsel for the Zilla Parishad submits that, since 2011 in the agreement to be executed by the candidate such as the petitioner clause 11 specifically says that candidate will not be allowed to contest any type of election during the contract period. According to the petitioner same is not mentioned in the agreement.

3. Be that as it may, the petitioner was in service of the Zilla Parishad. The Maharashtra Civil Services Rules would apply. The M. C. S. Rules does not permit the candidate to contest the election without permission of the employer. If the petitioner would contend that, M. C. S. Rules would not apply as the petitioner was not permanent employee, then the petitioner does not have right that the petitioner should be appointed every year on contract basis.

4. Considering the case, either way, the impugned order of termination cannot be faulted with.

5. In the light of that, the writ petition is disposed of. No costs.

[SHRIKANT D. KULKARNI, J.] [S. V. GANGAPURWALA, J.]
bsb/Feb. 20