

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD
998 WRIT PETITION NO.12583 OF 2019

SANDIP SHIVAJIRAO TIDKE
VERSUS
THE UNION OF INDIA AND OTHERS

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Advocate for Petitioners : Mr.Prashant M. Nagargoje
Advocate for Respondents Nos.1 to 3 : Mr.Anilkumar B.
Dhongade

...

CORAM : S.V. GANGAPURWALA &
SHRIKANT D. KULKARNI, JJ.

DATE : 12/03/2020.

PER COURT :-

1. The petitioner seeks direction against the respondent to continue services of the petitioner as Program Coordinator. Mr.Nagargoje, the learned Advocate for the petitioner submits that the petitioner was appointed under the deployment letter during 2018 on a consolidated pay of Rs.31,000/-. The appointment was for a period from the date of joining till 31st March, 2019 or till the duration of the project. The project is still continue. The project is for 15 years.

2. The learned Advocate submits that after 31/03/2019 also the petitioner was continued. The

learned Advocate submits that the petitioner cannot be replaced with another ad-hoc employee. The learned Advocate to buttress the submission, relies on the case of *Mohd. Abdul Kadir and another Vs. Director General of Police, Assam and others, reported in (2009) 6 SCC 611* and another judgment in a case of *State of Haryana and others vs. Piara Singh and others, reported in (1992)4 SCC 118*. According to the learned Advocate, the petitioner has rendered one and half years of service. The petitioner was selected after following due selection procedure.

3. Mr.Dhongade, the learned Advocate for the respondents submits that the petitioner was not an employee of respondent Nos.1 and 2. The petitioner was employee of respondent No.3. Respondent No.3 was directed to supply the Coordinators. The agreement with respondent No.3 has been terminated. According to the learned Advocate, 636 posts are sanctioned. The steps are taken to fill up the same. It was only by way of stop gap arrangement the respondent No.3 was directed to supply the Program Coordinators.

4. Considering the submissions it appears that contract was entered into between respondent Nos.1 and 2 on one hand and respondent No.3. The petitioner was employee of respondent No.3. Respondent No.3 was engaged by respondent No.2 to supply the Program Coordinators. The contract with the respondent No.3 has been terminated with effect from 1st November, 2019. The notice appears to have been given two months in advance.

5. It appears that the district wise Coordinators are recruited. The appointment of the petitioner is only a stop gap arrangement. It also appears that three phases of direct recruitment have been completed and the posting orders of Dy. Coordinators have also been issued.

3. In light of above, no relief can be granted to the petitioner.

4. Writ petition is disposed of. No costs.

(SHRIKANT D. KULKARNI)

(S. V. GANGAPURWALA)

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