

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPS No. 2243 of 2021

Dara Singh S/o Amarjit Singh Aged About 36 Years Working As Secretary Of Micro Water Shed At Branch IWMP IX Bharatpur Gram Panchayat Koeilara, Janpad Panchayat Bharatpur, District Korla Chhattisgarh

---- Petitioner

Versus

1. State Of Chhattisgarh Through Secretary, Panchayat And Gramin Vikas Vibhag, Mahanadi Bhawan, Mantralaya , Capital Complex, Naya Raipur , District Raipur Chhattisgarh
2. Collector Korla Cum President Wcdc Korla Baikunthpur, District Korla Chhattisgarh
3. Chief Executive Officer Cum Project Manager Watershed Data Center, Zila Panchayat Korla Baikunthpur District Korla Chhattisgarh
4. Union Of India Through Secretary Of National Rain Fed Area Agency New Delhi.

---- Respondents

For Petitioner	:	Shri A. K .Yadav, Advocate
For State	:	Shri Jitendra Pali, Dy. AG with Mr. Rahul Jha, GA

Hon'ble Shri Justice P. Sam Koshy

Order on Board

11.06.2021

1. Aggrieved by the action on the part of the respondents in discontinuing the services of the petitioner from the post of Secretary of the Micro Watershed, the present writ petition has been filed.
2. According to the petitioner, he/she was appointed as Secretary of the Micro Watershed posted at Gram Panchayat – Koeilara in Janpad Panchayat- Bharatpur, District- Korla. The appointment was initially made on 28.12.2012. The appointment was contractual appointment under the provisions of the Chhattisgarh Civil Services (Contract Appointment) Rules. The appointment was for one year and subject to satisfactory services, the contractual appointment can be renewed. The petitioner's

services stood renewed from 2012 till January, 2021 and in January, 2021 the respondents have further not renewed the contractual engagement of the petitioner. According to the petitioner, the respondents ordered for discontinuance, neither given any intimation or notice nor have they alleged any unsatisfactory performance for non renewal.

3. State counsel on the other hand submits that since the very appointment of the petitioner was for a period of one year and each renewal was also fixed for a period of one year. The said contractual period of the petitioner has come to an end and has not been renewed. According to the State counsel the petitioner do not have any indefeasible right for claiming continuity in service considering the basic appointment of the petitioner itself was contractual engagement. It is also the contention of the State counsel that services of the petitioner have not been discontinued in between a contract. It is a case where the petitioner have completed the contractual tenure and thereafter contract period has not been further renewed.
4. Given the said submissions by the counsel for the parties, considering the fact that petitioner was initially appointed as contractual employee and subsequently engagement of the petitioner also being for stipulated period as contractual appointee the petitioner on completion of contractual engagement does not have any indefeasible right for further continuation, unless renewed or a fresh contract is entered upon by the respondents. The petitioner has not been found disqualified. The petitioner's engagement has not been canceled for any nonperformance or any misconduct on his/her part which in other words means that petitioner, in case, if respondents want can still be engaged subject to the requirement of the respondents.

5. Given the said facts, the writ petition stands disposed of directing the petitioner to approach respondent no.2 & 3 and in the event if petitioner submits his/her representation, the authorities concerned are expected to take a decision in accordance with law and rules and regulations governing the field at the earliest.
6. With the aforesaid observations, the writ petition stands disposed of.

Sd/-
(P. Sam Koshy)
Judge

Rohit