

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (S) No. 4596 of 2021**

Dara Singh S/o Amarjit Singh, Aged About 36 Years, R/o Bharatpur
Gram Panchayat Koeilara, Janpad Panchayat Bharatpur, District -
Koria, Chhattisgarh

---- Petitioner**Versus**

1. State Of Chhattisgarh Through The Secretary, Panchayat And Gramin Vikas Vibhag, Mantralaya, Mahanadi Bhawan, Capital Complex, Naya Raipur, District Raipur, Chhattisgarh
2. Collector Koria Cum President WCDC Koria, Baikunthpur, District Koria, Chhattisgarh
3. Chief Executive Officer, Zila Panchayat, Koria Baikunthpur Cum Vice President (WCDC) Koria, Baikunthpur, District Koria, Chhattisgarh
4. Chief Executive Officer, Janpad Panchayat Bharatpur, District Koria Chhattisgarh
5. The Deputy Director, Agriculture Cum Project Manager, (WCDC) Zila Panchayat, Koria Baikunthpur, District Koria, Chhattisgarh
6. Union Of India Through Secretary Of National Rain Faded Area Agency New Delhi, 2nd Floor NASE Complex, Dev Prakash Shastri Marg, PUSA, New Delhi

---- Respondents

For Petitioner	:	Mr. Vikas Pandey, Advocate
For State	:	Ms. Akanksha Jain, Dy. Govt. Advocate

Hon'ble Shri Justice P. Sam Koshy**Order On Board****01.09.2021**

1. Aggrieved by the order dated 14.07.2021 (Annexure P/1), the present writ petition has been filed.

2. Present is a second round of litigation. The first round of litigation was WP(S) No. 2243 of 2021.
3. The said writ petition also was, being aggrieved of the action on the part of the respondents in discontinuing the services of the petitioner. This Court while disposing of the said writ petition in paragraph 04 had categorically held as under:-

“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.”

4. From the plain reading of the aforesaid contents of the order of this Court, it is evidently clear that this Court had specifically held that on completion of contractual engagement thereafter there is no indefeasible right conferred upon the petitioner for further continuation, unless the department itself renews the contract or enters into a fresh contract with the petitioner. However, this Court had permitted the petitioner to approach the authorities by way of a representation and the authorities were left to consider whether the petitioner can be reengaged or not. It is pursuant to the disposal of the said writ petition i.e. WP(S) No. 2243 of 2021 decided on 11.06.2021, that the impugned order now has been passed on 14.07.2021. While deciding the representation of the petitioner, they have categorically held that the contractual engagement of the

petitioner cannot be extended or he could be accommodated in some other posts, for the reason that the project under which he was engaged itself has since been closed.

5. Given the said facts and circumstances of the case, particularly the reason assigned by the respondents in the impugned order, the respondents cannot be held to be in any manner at fault while rejecting the claim of petitioner for the given reason of the project itself being closed.
6. So far as the right of a contractual employee is concerned, it is well settled that the right that he enjoys is strictly in-terms-of contract. Admittedly the contract of petitioner was for a stipulated period which got renewed periodically for a limited period and subsequently on completion of the contractual period and on the closer of the project, the services of petitioner have been discontinued. There does not seem to be any breach of the contract and the terms of contract that were entered into between the petitioner and the respondents. Accordingly, this Court does not find any strong case made out by the petitioner calling for an interference with the impugned order Annexure P/1 dated 14.07.2021. The writ petition thus fails and is accordingly rejected.
7. Considering the experience that the petitioner has put in under the respondents, the petitioner may apply for any post or vacancy that arises under the respondents and which the authorities are expected to take note of while considering his claim.
8. With the above observation, the writ petition is finally disposed of.

Sd/-
(P. Sam Koshy)
Judge