

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (S) No. 6089 of 2021**

Dr. Shreenarayan Gole S/o Late Shiv Narayan Gole, Aged About 43 Years, R/o Rajiv Vihar, Near V I P City Colony Bilaspur, District Bilaspur, Chhattisgarh

---- Petitioner**Versus**

1. State Of Chhattisgarh Through Principal Secretary Health, Family Welfare And Medical Education, Chhattisgarh Government, Mahanadi Bhawan, Atal Nagar, Naya Raipur, Chhattisgarh
2. Directorate Of Medical Education, Old Nurses Hostel, Raipur, District Raipur, Chhattisgarh
3. Dean, Rajmata Shrimti Devendra Kumari Singhdeo Government Medical College, Ambikapur, District Surguja, Chhattisgarh
4. Administrative Officer (AO), Rajmata Shrimti Devendra Kumari Singhdeo Government Medical College, Ambikapur, District Surguja Chhattisgarh

---- Respondents

For Petitioner	:	Mr. A. K. Yadav, Advocate
For State	:	Mr. Anshuman Shrivastava, P.L.

Hon'ble Shri Justice P. Sam Koshy**Order On Board****01.11.2021**

1. Aggrieved by the order dated 07.07.2021 the present writ petition has been filed. Vide the impugned order, the service of petitioner as a contractual engagement has been discontinued.
2. During the course of hearing, learned counsel for petitioner fairly accepts the fact that while discontinuing the service of petitioner, the petitioner has been paid one month's salary in lieu of notice.

3. The service conditions governing the field has a specific clause whereby it has been resolved for either parties to discontinue the services of the employee at any point of time by issuance of one month's notice in advance or payment of one month's wages in lieu of one month's notice period. In terms of the said service condition governing the field, the department reaching to the conclusion that the petitioner's service is no longer required has paid one month's salary in lieu of notice and discontinued the service of petitioner. Under the circumstances, this Court does not find any illegality on the part of the respondents in issuing the impugned order.
4. It is by now well settled proposition of law that a contractual employee otherwise does not have an indefeasible right to continue in service. On the other hand, the service conditions governing the field has a specific clause whereby the services of the employee could be discontinued either by him or by the employer by issuance of a notice of one month or payment of one month's salary in lieu of notice. In the instant case, the said condition has been complied with. Thus, this Court does not find any patent illegality on the part of the respondents in issuing the impugned order.
5. The writ petition thus being devoid of merits deserves to be and is accordingly rejected.

**Sd/-
(P. Sam Koshy)
Judge**