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

929 WRIT PETITION NO.7649 OF 2020

DHIRAJ BALAKNATH IRGAT
VERSUS
MAHARASHTRA STATE RURAL LIVELIHOOD MISSION
AND OTHERS

...

Mr S. R. Kedar, Advocate for petitioner;
Mr S. B. Pulkundwar, A.G.P. for respondent No.1;
Mr G. M. Shingare, Advocate for respondent Nos.2 & 3

**CORAM : RAVINDRA V. GHUGE
AND
S. G. MEHARE, JJ.**

DATE : 8th September, 2021

PER COURT:

1. The petitioner has put forth prayer clauses (B) and (C) as under :

“B] By issuing writ of certiorary or order or any other writ or direction in the like nature, the impugned communication dated 23.10.2020 issued by Respondent no.1 to Respondent no. 3 may kindly be quashed and set aside and for that purpose may issue necessary orders/ directions.

C] Pending hearing and final disposal of this writ petition, impugned communication dated 23.10.2020 issued by Respondent no. 1 to Respondent no. 3 may

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kindly be stayed and for that purpose may issue necessary orders/ directions.”

2. The contention of the petitioner is that he was appointed as ‘Cluster Coordinator’ on contractual basis with respondent No.2. The Head of the mission is respondent No.1 known as ‘Maharashtra State Rural Livelihood Mission’. The first contractual agreement made between the petitioner and respondent No.1 is dated 04/04/2018. The tenure of the agreement is 11 months. The contract running into 34 clauses, does not contain a continuation clause or further extension of contractual service.

3. The grievance of the petitioner is that his contract has been terminated before it could expire by efflux of time, vide the impugned notice dated 23/10/2020. The basis of premature termination of contract of the petitioner is that the ‘Vishakha Committee’ noticed complaints by lady employees against him. The ‘Vishakha Committee’ is not legally constituted. False complaints have been levelled against the petitioner by rivals in the office. Based on the Vishakha Committee’s report, a stigmatic termination of contract has been effected.

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4. It is undisputed that the petitioner does not have an employer-employee relationship with respondent No.1. He is purely a contractual employee, who has signed a contract for service for a period of 11 months. Though the terms of the contract do not provide for an extension of the contract, he has entered into renewed contracts with respondent No.1 and his present contractual employment was to expire on 11/01/2021. However, prior to the said date, the petitioner's contract has been terminated.

5. It is well settled that if a person who has entered into a contract for service, does not have a right to reinstatement or seek further contracts under the orders of the Court. If the contract is illegally terminated, the person has to approach the Civil Court for making out a case for illegal termination of contract and damages. In such circumstances, this Court cannot decide as to whether the ladies who made statements against the petitioner were telling the truth or were lying. This Court cannot deal with disputed issues in such matters wherein the petitioner contends that he has been terminated on account of false allegations and professional

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rivalry. His tenure of the contract has already come to an end on 11/01/2021.

6. At this juncture, the learned Advocate for the petitioner submits that the petitioner may be permitted to withdraw this petition simplicitor as he may avail of a remedy of either seeking damages or approaching an authority in view of the report of the 'Vishakha Committee' of respondent No.1, for the redressal of his grievance.

7. In view of the above, this petition is disposed off as withdrawn. Needless to state, the petitioner would be at liberty to avail of a remedy as may be permissible in law. In the event of limitation being an issue, the time spent by the petitioner in this Court from 02/11/2020 till the passing of this order, would be a good ground for seeking condonation of delay.

(S. G. MEHARE, J.)

(RAVINDRA V. GHUGE, J.)

sjk