

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.4221 of 2020

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Rupam Kumar Yadav @ Rupam Kumar, Son of Saryu Yadav@ Saryu Prasad Yadav, Resident of Village Bari Bishahar, P.S. Barahat, District- Banka.

... .. Petitioner/s

Versus

1. The State of Bihar Bihar
2. The Principal Secretary, Education Department, Government of Bihar, Patna.
3. Director (Secondary Education), Education Department, Government of Bihar, Patna.
4. Collector, Banka.
5. District Education Officer, Banka.
6. District Programme Officer (Establishment) Banka.
7. Head Master, Dr. Harihar Choudhary Higher Secondary School, Barahat, Banka.
8. Chairman, Managing Committee Dr. Harihar Choudhary Higher Secondary School, Barahat, Banka.

... .. Respondent/s

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Appearance :

For the Petitioner	:	Mr.Suraj Narain Yadav, Advocate Mr. Masoom Alam, Advocate Ms. Sweta Kumari, Advocate
For the State	:	Mr.Madhaw Prasad Yadaw, G.P.-23 Mr. Arvind Kumar, A.C to G.P.-23

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CORAM: HONOURABLE MR. JUSTICE MADHURESH PRASAD
ORAL ORDER

3 12-10-2022 Heard learned counsel for the petitioner as well as the

learned counsel for the State.

The petitioner claims to have been engaged as a Night Guard on monthly honorarium of Rs.1500/- by an office order dated 15.04.2014. He has assailed the office order dated 06.11.2019, whereby and whereunder the petitioner's services have been brought to an end in view of coming into force of the



policy decision, as contained in letter dated 25.10.2019, issued by the Director, *Madhyamik Siksha* to all District Education Officers. By this policy decision, the schools have been directed to follow uniform procedure for engaging Night Guards in view of the fact that several apparatuses have been installed in the schools for facilitating smart classes. The policy contemplates that if there are two Orderlies in a school, then one shall be required to discharge the duty of Night Guard, for which he would be paid monthly honorarium of Rs.5,000/-. Likewise, it also provides for contractual engagement of Night Guard, who shall execute an agreement taking responsibility for the material installed in the schools while he is on guard. Since the policy has introduced a uniform system with some sense of responsibility upon the Night Guard to be engaged under a written contract, this Court does not find any reason to interfere with the office order dated 06.11.2019, in furtherance of the policy decision.

From perusal of the office order dated 15.04.2014, whereby and whereunder the petitioner was engaged on an honorarium of Rs.15,00/- per month, it appears that no responsibility has been cast on the petitioner. At any rate, the petitioner cannot claim any vested right to continue by virtue of



such an engagement, as has been done under office order dated 15.04.2014, which is not preceded by any fair and legal procedure; and is nothing but a purely temporary arrangement based on an honorarium.

The Court does not find any reason to interfere with the office order dated 06.11.2019.

The writ petition is dismissed.

However, the Court would observe that if and when the Night Guard is engaged under the policy decision dated 25.10.2019, the petitioner would be at liberty to participate in such selection process.

(Madhuresh Prasad, J)

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