

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.9298 of 2022

Dayal Ashok Sinha Son of Radha Krishna Dayal Permanent Resident of Rajnigandha Apartment, Flat No. 1042, Plot No. 4, Sector- 10, Dwarka, District Court Complex South West Delhi, Delhi- 110075 at present residing at C/o K.S. Sinha, House No.-70, Road No- 8B, Rajendra Nagar, P.S. Kadam Kuan, Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through Principal Secretary, Rural Development Department, Government of Bihar, Patna.
2. The Principal Secretary, Rural Development Department, Government of Bihar, Patna.
3. The Bihar Rural Livelihoods Promotion Society through its Member Secretary, Vidyut Bhawan-II, Bailey Road, Patna (Bihar), Pin- 800021.
4. The Member Secretary, Bihar Rural Livelihoods Promotion Society, Vidyut Bhawan- II, Bailey Road, Patna (Bihar), Pin- 800021.
5. Chief Executive Officer cum State Mission Director, Bihar Rural Livelihoods Promotion Society, Vidyut Bhawan- II, Bailey Road, Patna (Bihar), Pin- 800021.
6. Additional Chief Executive Officer, Bihar Rural Livelihoods Promotion Society (JEEVIKA), Vidyut Bhawan- II, Bailey Road, Patna (Bihar), Pin- 800021.
7. Chief Financial Officer cum State Mission Director, Bihar Rural Livelihoods Promotion Society, Vidyut Bhawan- II, Bailey Road, Patna (Bihar), Pin- 800021.
8. SPM HRD, Bihar Rural Livelihoods Promotion Society (JEEVIKA), Vidyut Bhawan- II, Bailey Road, Patna (Bihar), Pin- 800021.
9. The District Project Manager-I/C, DPCU-Munger-Near Siddhartha Cinema, Gayatri Nagar, Purab Sarai, Munger, Bihar- 811201.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr.Siddhartha Prasad, Adv.
For the Respondent/s : Mr.Vinay Kirti Singh (Ga2)

CORAM: HONOURABLE MR. JUSTICE SANJEEV PRAKASH SHARMA

ORAL ORDER

3 09-11-2022

Heard the parties.

The petitioner has by way of this writ petition assailed
the action of the respondents in curtailing his period of



employment on the basis of an office order dated 31st March, 2022, whereby the contract of the contractual employees of the respondent-Bihar Rural Livelihoods Promotion Society has been made co-terminous with the project or on attaining the age of superannuation. The age of superannuation has been fixed as 60 years for employees working on contract.

Learned counsel submits that the contractual appointment of the petitioner was continued lastly vide order dated 4th February, 2022, upto 31st December, 2024, and subsequently on 31st March, 2022, the aforesaid condition has been entered in the terms of contract which can not be said to be applicable to the existing contractual employees and would apply only to those who are appointed on contract on or after 31st March, 2022.

Learned counsel submits that order informing the petitioner of his superannuation and separation from service dated 07.04.2022 is therefore illegal and unjustified.

I have considered the submissions noted above.

The petitioner is admittedly employee working solely on contract basis as Manager, HR Administration, with the Bihar Rural Livelihoods Promotion Society Scheme, namely, JEEVIKA. The appointment on contract was initially for a



fixed term up to 31st September, 2015, whereafter it has been continued up to a particular date from time to time. Lastly the contract was renewed up to 31st December, 2024, vide order dated 4th February, 2022.

Office order was issued on 31st March, 2022, whereby it was decided by the Executive Committee of the Society regarding service contract that the superannuation age for employees working on contract shall be 60 years and their employment would be accordingly co-terminous of the age of superannuation or with the termination of project. Accordingly, the petitioner who is much above 60 years of age has been informed of not being continued in terms of the said condition.

In the opinion of this Court, condition in a contract may be changed from time to time. In service contracts it is the appointing authorities which may make suitable changes in the contract. If any employee has any grievance, he may choose not to continue in such a contract. The conditions may be relating to age of superannuation or otherwise. However, it is nor for this Court to examine such conditions or hold them to be unjustified so far as the petitioner is concerned who is much above the age of 60 years will have to abide by the conditions lay down dated 31st March, 2022. Question regarding



prospectivity would also have no application in the present circumstances as the conditions are not in reiteration to a Rule framed under proviso to Article 309 of the Constitution of India but is a contractual condition which is essentially governed under Article 310 of the Constitution of India.

Keeping in view thereto, no interference is warranted. The writ petition is devoid of merit and is accordingly dismissed.

(Sanjeev Prakash Sharma, J)

Shamshad/-
Item No. 65

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