

IN THE HIGH COURT OF ORISSA AT CUTTACK

WPC (OAC) No. 3096 of 2007

<i>Bichitrananda Pradhan</i>		<i>Petitioner</i>
		<i>Mr.B. Pradhan, Advocate</i>
	Vs.	
<i>State of Odisha and others</i>		<i>Opposite party</i>
		<i>Mr. B. Mohanty, Standing Counsel</i>
		<i>S&ME Deptt</i>

CORAM:

DR. JUSTICE B.R. SARANGI

ORDER

04.01.2022

Order No.

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This matter is taken up by hybrid mode.

2. Heard Mr. B. Pradhan, learned counsel for the petitioner and Mr. B. Mohanty, learned standing counsel for School & Mass Education Department.

3. The petitioner has filed this writ petition seeking direction to the opposite parties to reckon his previous service with effect from 01.09.2001 towards continuous service since the petitioner was allowed by the opposite party no.4 to resume his duty in Manjaripada Primary School and subsequently the applicant has been working as Sikshya Sahayak in Achalkote Nodal Primary School under the same Education District.

4. Mr. B. Pradhan, learned counsel for the petitioner contended that the petitioner was initially appointed as Swecchasevi Sikhya Sahayak in the consolidated remuneration vide Annexure-1 on 28.08.2001. After rendering the service for a period of two years, he had not renewed the

agreement. Accordingly he was not allowed to discharge his duty. Thereafter he made a fresh application, which was considered and engagement order was issued on 15.12.2006. Pursuant to the subsequent engagement order, the petitioner joined at Achalkote Nodal Primary School and has been continuing and discharging his duty.

5. It is contended by learned counsel for the petitioner that the past service rendered by the petitioner as Swecchasevi Sikhya Sahayak for a period of two and half years should have been taken into consideration for counting the period of service pursuant to the subsequent engagement order dated 15.12.2006.

6. Mr. B. Mohanty, learned counsel for the petitioner contended that engagement of the petitioner as Swecchasevi Sikhya Sahayak in terms of the engagement order issued under Annexure-1 had stipulated that the petitioner had to renew the agreement as per the terms and conditions of the engagement order. But the petitioner remained silent and did not renew the engagement. However, on making an application, fresh engagement order was issued on 15.12.2006 vide Annexure-4. Thereby the past service rendered by the petitioner cannot be taken into consideration.

7. Having heard learned counsel for the parties and after going through the record, it appears that the petitioner was engaged pursuant to the engagement order dated 28.08.2001 vide Annexure-1 by executing the agreement. As per the terms and conditions of the agreement, he had to make renewal of such agreement. Admittedly the petitioner has not made any

renewal of the agreement before expiry of the same and remained absent. Subsequently by making a fresh application, he has been given engagement order on 15.12.2006 and pursuant to the subsequent engagement order, he is continuing in the post. Therefore, the claim of the petitioner for counting the past service of two and half years towards continuity of service cannot be extended to the petitioner.

8. In view of the above, this Court finds no merit in the writ petition, which is accordingly dismissed.

Arun

(DR. B.R. SARANGI)
JUDGE

