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**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION**

WRIT PETITION NO. 10498 OF 2022

Rahul Madhukar Chaudhari & Ors. .. Petitioners

Vs.

Govt. of Maharashtra & Anr. .. Respondents

Mr. Arun K. Rajput i/b Mr. Abhijit Mandre, for the petitioners.

Mr. Rohit Sakhadeo, for the respondent no.2.

Mr. P.P. Kakade, GP a/w Ms. R.A. Salunkhe, AGP for respondent no.1/State.

**CORAM: DIPANKAR DATTA, CJ. &
MADHAV J. JAMDAR, J.**

DATE : OCTOBER 14, 2022

P.C.:

1. This writ petition is at the instance of three petitioners having independent but identical causes of action. They were employed on contract basis initially for a period of 11 months by Sant Rohidas Leather Industries & Charmodyog Charmakar Development Corporation Ltd. Upon expiry of such terms, the contractual employment was renewed from time to time and for the last time, till 30th November 2021. The petitioners are aggrieved by the orders dated 30th November 2021 issued by the Managing Director of the Corporation informing them that since the Corporation does not require their services any further, the present agreement coming to an end on 30th November 2021 shall not be renewed.

2. The reason for institution of this writ petition is stated in paragraph 1 thereof, reading as follows:

"By way of this Writ Petition the petitioners are seeking to quash the impugned termination order dated 30.11.2021 and want to regularize their service for the post on which they are working as contractual employee since 2016. Now more than 5 years has been passed and the respondent has taken action against these petitioners and issued termination order without providing any prior notice. The Copy of the impugned termination order dated 30.11.2021 is annexed and attached herewith as Annexure-P-1."

(emphasis ours)

3. We have read the reply affidavit of the Corporation, more particularly paragraphs 4 to 9, which read thus:

- "4. The Petitioners were never in the employment of corporation as an employee. The said fact is clearly demonstrated and mentioned specifically in corporation's communication dated 12/08/ 2016 (page no. 29-30) of the petition, dated 11/08/2016 (page no.31) of the petition, dated 03/11/2018 (page no. 40-41) of petition more particularly condition no. 10. The said condition specifically mentions out "Your appointment as consultant shall not be treated as an employment contract.
5. In fact that other conditions as well clearly demonstrate that the services taken from the petitioners at the relevant time cannot be termed and interpreted as contract of employment.
6. I say that the petitioners at the relevant time rendered their services as consultants related to their respective assignments.
7. It was never a contract of employment but merely a contract for rendering services to the extent of the tasks more particularly mentioned in the communication referred herein above.
8. There is no sanctioned post in corporation having nomenclature of 'consultant for audit and tax

purpose' and 'assistant sales advisor production and marketing department'. Hence, the petitioners cannot set up any claim even otherwise.

9. The corporation was well within its rights to issue communications dated 30/11/2021 addressed to each of the petitioners respectively. By said communications, it was specifically informed that the corporation at the relevant time was not in need of the services of the petitioners, the then existing agreement which came to an end on 30/11/2021 shall not be renewed. In fact there was and there is no question of accepting the demand of the petitioners made in their joint representation dated 23/11/2021 and 01/09/2021. In fact in corporation's communication dated 30/11/2021 there is also a reference about petitioners representations dated 01/09/2021 and 23/11/2021."

4. The reply affidavit was served by e-mail to the petitioners on 18th July 2022. No rejoinder affidavit has been filed.

5. Considering the uncontroverted statements made in the reply affidavit extracted above, we find no reason to interfere. It is elementary but is required to be restated that no one can invoke the writ jurisdiction of this Court without infringement of a legally protected right. The only right that the petitioners could ever claim was in regard to working out of the terms of the contract by which they were employed, which came to an end on 30th November 2021. There is no complaint of breach of the terms of contract at least till 30th November 2021. They were never made to work on any assurance that their employment is likely to be regularized later. Question of adopting unfair practice also

does not arise. If the Corporation says that there is no sanctioned post of consultant and that the petitioners were employed only for meeting the current needs and requirements, the petitioners certainly have no right to claim regularisation in service. The prayer made by the petitioners is in the teeth of the decision of the Supreme Court in **Secretary, State of Karnataka vs. Umadevi** 3 reported in **2006 (4) SCC 1**.

6. The writ petition is dismissed. No costs.

(MADHAV J. JAMDAR, J.)

(CHIEF JUSTICE)