



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 29.04.2022

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P. (MD) No.16994 of 2021

W.M.P (MD) .Nos.13921, 13923 and 13924 of 2021

B.Jegatheeswari

... Petitioner

Vs.

1.The Managing Director,
Tamil Nadu Women Welfare Development Corporation,
Nungampakkam,
Chennai-34.

2.The District Collector,
Madurai District,
Madurai-20.

3.The Joint Director/Project Director,
Tamil Nadu State Rural Livelihood Mission,
Reserve Line, New Natham Road,
Madurai-14.

4.The Block Development Officer (BP),
Chellampatti Panchayat Union,
Madurai District.

5.Mahendran

... Respondents

Petition filed under Article 226 of the Constitution of India praying for issuance of Writ of Certiorarified Mandamus, call for the records in Agreement of contract appointment of fifth respondent namely Mahendran by the third respondent dated 09.08.2021 and quash the same, and consequently direct the respondent to reinstate the petitioner in same position as Block Mission Manager at Chellampatti Panchayat Union, Madurai District, with all attendance benefits based on the petitioner's representation dated 17.08.2021.

For Petitioner :

Mr.Mr.M.Veeravelpandi
for Gunaseelanmuthiah

<https://hcservices.ecourts.gov.in/hcservices/>



WEB COPY

For Respondents:

Mr.M.Ramesh
Government Advocate
for RR1 to 3
Mr.P.Subbaraj for R4
No-appearance for R5

ORDER

This Writ Petition has been filed to call for the records pertaining to the Agreement of contract appointment of fifth respondent namely Mahendran, by the third respondent dated 09.08.2021, quash the same, and consequently direct the respondents to reinstate the petitioner in same position as Block Mission Manager at Chellampatti Panchayat Union, Madurai District, with all attendance benefits based on petitioner representation dated 17.08.2021.

2. The petitioner states that she was appointed as Cluster Level Facilitator during the year 2013 on contract basis. The period of contract was one year initially and on expiry of the period of contract, it was renewed for another one year.

3. The last contract entered into between the petitioner and the respondents Management was during March 2022 and the period of service agreed between the parties was from 09.03.2021 to 08.03.2022. Thereafter, the period was not extended nor the contract was renewed.

4. The learned counsel appearing for the petitioner made a submission that though the period of contract is expired, the petitioner is allowed to continue in service without any contract. Therefore, she must be allowed to continue. Further, it is stated that as per the expired contract also, one month notice is required for the purpose of terminating the services of the petitioner.

5. The learned Government Advocate appearing for the respondent Nos.1 to 3 objected the said contention by stating that the period of contract was admittedly expired in March 2022 and the petitioner was allowed to continue in service due to certain emergency circumstances in order to meet out the COVID-19 Pandemic situation. However, no fresh contract was signed between the parties. For emergency exigencies, salary has also been paid. Therefore, she has no right to claim renewal of contract or otherwise.



6. Contract employees cannot claim continuance of service beyond the period of contract agreed between the parties. Regularization or permanent absorption cannot be granted to the contract employees, in view of the principles laid down by the Constitutional Bench of the Hon'ble Supreme Court of India in the case of ***State of Karnataka Vs. Umadevi reported in 2006 [4] SCC 1.*** Such contract employees agreeing the terms and conditions accepted the offer of appointment. After completing the tenure, they cannot claim any right for continuance of service or renewal of contract. It is a mutual agreed contract and the terms and conditions of the contract are binding on the parties. Further, the post is not a sanctioned post. It is a scheme related post. Therefore, even in case the scheme continues, it is for the Authorities to take a decision and the contract employees cannot have any absolute right for claiming continuance of service.

7. In the present case, admittedly, the period of contract expired in March 2022 and thereafter, the petitioner was allowed to continue for certain period to meet out the emergency circumstances arose on account of COVID-19 Pandemic situation and the salary has also been paid.

8. This being the factum, the petitioner cannot seek any regularization or permanent absorption as the contract engagement was made in a scheme. Further, even against the sanctioned post, the contract employees cannot claim permanency, in view of the principles laid down by the Constitutional Bench of the Hon'ble Supreme Court of India in the case cited supra. Thus, it is for the petitioner to approach the Authorities, if any opportunity is available for such engagement as the contract employees and in the event of any such opportunity, the respondents may consider and it is, absolutely, the prerogative of the Administration.

9. Accordingly, the Writ Petition stands dismissed. No costs. Connected miscellaneous petitions are closed.

Sd/-

Assistant Registrar(CO)

// True Copy //

/ /2022

Sub Assistant Registrar(CS)

ssb/abr



To

1.The Managing Director,
Tamil Nadu Women Welfare Development Corporation,
Nungampakkam,
Chennai-34.

2.The District Collector,
Madurai District,
Madurai-20.

3.The Joint Director/Project Director,
Tamil Nadu State Rural Livelihood Mission,
Reserve Line, New Natham Road,
Madurai-14.

4.The Block Development Officer (BP),
Chellampatti Panchayat Union,
Madurai District.

+1 CC to M/s.J. GUNASEELAN MUTHIAH, Advocate (SR-22554[F] dated
29/04/2022)

+1 CC to M/s.SPL.GP (SR-23422&23425[F] dated 04/05/2022)

W.P.(MD) No.16994 of 2021

29.04.2022

sp(CO)

TR(24.05.2022) 4P 7C