

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.3707 of 2023

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Bhogendra Lal S/o Late Hari Shankar Lal, R/o Flat No. A-505, Block-A,
Ribhya Residency, Ved Nagar, Rukanpura, P.S. Rupaspur, District Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through the Chief Secretary, Government of Bihar, Patna.
2. The Chief Secretary, Government of Bihar, Old Secretariat, Patna.
3. The Principal Secretary, Department of Industries, Government of Bihar,
Vikash Bhawan, Bailey Road, Patna.
4. The Bihar Industrial Area Development Authority (BIADA) through its
Chairman-cum-Managing Director, 1st Floor, Udyog Bhawan, East Gandhi
Maidan, Patna.
5. The Chairman-cum-Managing Director, Bihar Industrial Area Development
Authority, 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna.
6. The Executive Director (Operations), Bihar Industrial Area Development
Authority, 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Jagnnath Singh, Adv.
For the State	:	Mr. Rakesh Ambastha, AC to AAG 7
For the BIADA	:	Mr. Lalit Kishore, Senior Adv. with Mr. Yashraj Bardhan, Adv.

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CORAM: HONOURABLE MR. JUSTICE MADHURESH PRASAD
ORAL JUDGMENT

Date : 21-06-2023

Heard learned counsel for the petitioner, learned
counsel for the State and learned Senior Counsel representing
the Bihar Industrial Area Development Authority (for brevity
'BIADA')

2. The petitioner is working as an Executive



Director (Operation) in Respondent- BIADA. It is not in dispute that his services were contractual, and that the same has come to an end on 02.02.2023. The petitioner, however, seeks quashing of the order whereby he was communicated the fact of conclusion of the contractual period.

3. It is submitted by the petitioner's counsel that in view of Clause 1.6 of the Bihar Industrial Area Development Authority (Financial, Service and Technical) Regulations, 2007 (for brevity '2007 Regulations') (Annexure 2), the Managing Director (MD) is the competent authority to terminate the petitioner's services. Therefore, the order dated 02.02.2023, is unsustainable being issued by another authority. The second submission is that as per Resolution of the Personnel and Administrative Reforms Department dated 18.07.2007 (Annexure 3), the petitioner's contractual services should have been extended till 65 years and, therefore, the petitioner is entitled to an extension of service, there being no adverse material against him till date. The third submission is that he has not been granted extension since the petitioner had written a letter to the Principal Secretary to the Industries Department dated 30.07.2022 (Annexure-19).

4. Mr. Lalit Kishore, learned Senior Counsel



appearing for the BIADA, submits that the impugned order is a communication of the fact that the petitioner's period of contractual service has lapsed. It is a communication simplicitor without any allegation or without relying on any material, the same is not a termination by any standards and, therefore, Clause 1.6 of the 2007 Regulations would have no application in the facts of the instant case. It is also submitted that merely because a discretion is vested in the Authority to continue a person on contract up to the age of 65, the same will not create a right in favour of the contractual employee, which can be enforced through a proceeding under Article 226 of the Constitution of India for issuance of a direction to extend contractual services.

5. Considering the rival submissions, this Court is in agreement with the submissions advanced by Mr. Lalit Kishore, learned Senior Counsel representing the Respondent-BIADA. Clause 1.6 of the 2007 Regulations, relied upon by the petitioner, reads as follows:

“1.6 Renewal of Contract & Re employment

a) The MD may renew/cancel the contract at end of 12 months. Upon renewal, he may increase or decrease the remuneration for the next 12 months up to 10% (Ten percent). Beyond 10% approval of BIADA Board shall be necessary.



b) MD shall be empowered to terminate the contract before the expiry of the term of the contract.

c) An employee whose services have been removed from the Authority or who has resigned shall not be able to seek a reemployment of any type at any stage with the Authority.”

6. Bare reading of clause 1.6 of 2007 Regulations manifests the fact that the same has no application in the case of cessation of contractual service on conclusion of contract period simplicitor. If the petitioner was sought to be terminated in the midst of the contract period then only clause 1.6 b) would have any application.

7. From perusal of the Resolution dated 18.07.2007 (Annexure 3) also it is apparent that no employee can claim any right on that basis to continue up to the age of 65 years. The fact that the impugned order dated 02.02.2023, is in retaliation to one letter dated 30.07.2022 written by the petitioner to the Principal Secretary is also not manifest from the impugned order. Further, it is not in dispute that contractual period has come to an end on 02.02.2023.

8. Facts being so, this Court does not find any right in favour of the petitioner which can be enforced by issuance for direction to extend or further grant him any contractual service



in the Respondent -BIADA.

9. The writ petition is devoid of merit and the same
is dismissed.

(Madhuresh Prasad, J)

Shyambihari
Uttam/-

AFR/NAFR	NAFR
CAV DATE	N/A
Uploading Date	05.07.2023
Transmission Date	N/A

