

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.9306 of 2023

=====

Vikash Kumar Son of Kabilash Choudhary, R/o Village and P.O- Parsadi
English, Arwal, P.S.- Sonbarsa, Arwal.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary-cum-Mission Director BPSM, General Administration Department, Government of Bihar, Patna.
2. The Principal Secretary-cum-Mission Director BPSM, General Administration Department, Government of Bihar, Patna.
3. The Principal Secretary, Education Department, Government of Bihar, Patna.
4. The Additional Chief Secretary, Education Department, Government of Bihar, Patna.
5. The Director PM Poshan Yojna, Bihar State Mid Day Meal Scheme Samittee, Patna.
6. The District Magistrate, Arwal.

... .. Respondent/s

=====

Appearance :

For the Petitioner/s	:	Mr.Alok Ranjan, Adv
For the Respondent/s	:	Mr.Manish Kumar (GP-4)
		Mr. Manoj Kumar, AC to GP-4
		Mr. Girijesh Kumar, Adv

=====

CORAM: HONOURABLE MR. JUSTICE MADHURESH PRASAD
ORAL ORDER

8 19-09-2023 Heard learned counsel for the petitioner and learned
counsel for the respondents.

2. The petitioner has approached this Court being aggrieved by the order dated 3-5-2023 disposing of his representation made against his transfer from one block to another within the control of respondent No. 6.

3. It is submitted by learned counsel for the petitioner that the contractual existence of the petitioner is not



transferable.

4. In order to ascertain the right of the petitioner to continue in the same office in which he was appointed on contract basis, the Court allowed the petitioner time to place on record the terms of his contract. The same has already been placed on record. The original order of his contractual appointment is dated 11-9-2012. He submits that he was required to fill up an agreement as per *Parisist* (परिशिष्ट)- 1. He places reliance on clause 1 and clause 6 of the same, which read as follows:

"1. यह नियोजन केवल कार्यपालक सहायक के पद के लिए किया जाएगा।

6. संविदा पर नियोजित व्यक्ति की सेवा सामान्यता स्थानान्तरणीय नहीं होगा।"

5. This Court would also consider is appropriate to take note of the terms and conditions in Clause 6 of the petitioner's initial appointment on contract basis vide order dated 11.09.2012 which reads as follows:-

6. वे अपने नियंत्राधीन पदाधिकारी तथा अधोहस्ताक्षरी द्वारा सौंपे गये कार्यों एवं निर्देशों का ससमय अच्छे ढंग से निष्पादन/अनुपालन करेंगे। कार्यों में लापरवाही / संपादित कार्य के असंतोषजनक पाये जाने पर बिना नोटिस इन्हें नियोजन से हटाने का पूर्ण



अधिकार अधोहस्ताक्षरी को होगा।

चयनित कार्यपालक सहायक को आदेश दिया जाता है कि के आधार पर दिनांक 17/09/12 तक संबंधित नियोजित कार्यालय में निश्चित रूप से देना सुनिश्चित करें। उक्त तिथि के पश्चात योगदान स्वीकार नहीं होगा।

कार्यपालक सहायक को अपने साथ निम्न कम्प्यूटर / हार्डवेयर लाने होंगे।

1. एक डेस्कटॉप (Processor P4 or above, RAM- 1GB or above, OS WINDOWS XP or above)
2. एक प्रिंटर (BLACK & WHITE)
3. एक यू०पी०एस०
4. इंटरनेट कनेक्शन

संबंधित कार्यालय प्रधान को निदेश दिया जाता है कि उपरोक्त सामग्री के बिना कार्यपालक सहायक का योगदान स्वीकार नहीं करेंगे।

6. The purport and intent of the above quoted clauses by no stretch of imagination can be taken to conclude that petitioner cannot be transferred from one block to another. As long as he is within the control of the authority who has appointed him on contract basis, namely, respondent No. 6 there is no enforceable bar to petitioner's transfer. This fact is apparent from the terms of petitioner's initial engagement. Clause 6 of the same casts an obligation on the petitioner to obey the directions of the controlling officer (respondent No. 6).

7. The petitioner's transfer is intra District and within the control of respondent No. 6. The same, thus, requires no



interference.

8. Writ application is dismissed.

(Madhuresh Prasad, J)

SUMIT/-

U			
---	--	--	--

