

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.227 of 2023

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Roshan Kumar S/o Shailendra Kumar R/o Vill.- Patlapur, P.O.- Madhour,
P.S.- Shahpur, Dist.- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through its Member Secretary Bihar Vikash Mission, Bihar State Building Construction Corporation Campus, Hospital Road, Rajwanshi Nagar, Patna 800023.
2. The Additional Chief Secretary, Education Department, Govt. of Bihar, Patna.
3. The Chief General Manager, Bihar Vikash Mission, Bihar State Building Construction Corporation Campus, Hospital Road, Rajwanshi Nagar, Patna-800023.
4. The Development Commissioner, Purnea.
5. The District Magistrate, Purnea.
6. The Deputy Development Commissioner, Purnea.
7. The District Programme Officer, Purnea.
8. The Manager, District Registration and Counselling Centre, Purnea.
9. The Officer on Special Duty, Bihar Vikas Mission, Rajbanshi Nagar, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Majid Mahboob Khan, Advocate
For the Respondent/s	:	Mr.Madhaw Pd. Yadaw, GP-23
		Ms. Meera Singh, AC to GP-23
For the Bihar Vikas Mission:		Mr.Devesh Shankaran, Advocate

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CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

2 25-02-2023 Heard learned counsel for the petitioner, the State and
the Bihar Vikas Mission.

Petitioner is aggrieved by and dissatisfied with the
order as contained in memo no.84 dated 27.04.2021 as
contained in Annexure- '3' to the writ application whereby the
District Magistrate, Purnea has cancelled the contract of the



petitioner and refused to extend his contractual service as Single Window Operator in the District Registration and Counselling Centre.

It is an admitted position that the petitioner was engaged in the Centre on a purely contractual basis for a fixed period of 11 months from the date of joining. As per his assignment letter (Annexure-1), the letter of assignment only provides a time bound engagement.

From the impugned order, it appears that earlier the petitioner had gone on an unauthorized leave for 87 days which was authorized later on treating the said period as leave without pay vide order no.1154 dated 12.10.2020 with a condition that in future the petitioner would proceed on leave only after obtaining permission from the competent authority.

From Annexure- '3' it appears that the petitioner became absent once again unauthorizedly for which he was called upon to show cause twice but he did not respond. From the statements made in the writ application itself it appears that the petitioner does not dispute what have been factually stated in Annexure- '3'. It is not his case that he had gone absent after obtaining permission from the competent authority. The prayer of the petitioner is to issue a direction to his employer to extend



the period of contract.

In the given facts and circumstance, considering that it was a contractual employment for a fixed period, this Court is of the considered opinion that no writ of mandamus may be issued by this Court directing the authorities concerned to extend the period of contract. It is always in the domain of the employer. Otherwise no arbitrariness has been shown on the part of the respondent authorities.

This writ application has, thus, no merit. It is dismissed accordingly.

(Rajeev Ranjan Prasad, J)

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