

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

84 WRIT PETITION NO.1381 OF 2023

SHITAL BALAJI PHAD
VERSUS
THE STATE OF MAHARASHTRA THROUGH ITS CHIEF
SECRETARY AND ANOTHER

.....
Advocate for Petitioner : Mr. Shaikh Tarek Mobin H.
AGP for Respondents: Mr. S.G. Karlekar
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**CORAM : RAVINDRA V. GHUGE AND
SANJAY A. DESHMUKH, JJ.
DATED : 7th FEBRUARY, 2023.**

PER COURT :-

1. The petitioner has put forth prayer clauses A, B and C as under:-

- “A) Hold and declare that, the petitioner is entitled to perform work as Attendant by quashing and setting aside the impugned order of relieving services of petitioner dated 30.12.2022 and for that purpose issue necessary orders;
- B) Quash and set aside the impugned order dated 30.12.2022 issued by the Respondent No.2 (Exhibit-E) by issuing Writ of mandamus and/or any other appropriate Writ in like nature and for that purpose issue necessary orders;
- C) Pending the hearing and final disposal of this Writ Petition stay the effect and implementation of impugned order dated 30.12.2022 and for that purpose issue necessary orders;”

2. The learned A.G.P. appearing on behalf of the respondents

points out that candidates like the petitioner, were appointed as Attendants during the pandemic. Several such doctors were invited to enter into contracts with the Government for enabling the appropriate guidance and supervision over COVID patients. The expenses towards engaging the services of such doctors was accounted for in the *Mahatma Jyotiba Phule Janarogya Yojna*. The appointment orders specifically indicated that these are contractual assignments. By efflux of time, the contracts would come to an end. The purpose for which the services of such candidates had been acquired, now does not exist, and hence, there has been termination of the contract. By the impugned letter dated 30.12.2022, the assignments of almost 40 persons, including the Attendants, Para Medical Staff and Doctors, who were Medical Coordinating Officers, have been brought to an end.

3. The grievance of the petitioner is that the contract was till 31.03.2023 and the petitioner's contract has been brought to an end w.e.f. 31.12.2022, vide communication dated 30.12.2022. Even the salary of the petitioner has not been paid since 01.08.2022.

4. We find from the record that the petitioner was initially engaged from 8.1.2021 to 31.3.2021. Subsequently, she was engaged from 02.04.2022 till 31.03.2023. In between 01.04.2021 to 01.04.2022 there was no assignment and no contract between the petitioner and concerned authorities. The contract agreement clearly indicates that

the contract can be brought to an end even prior to the tenure, as stated in the contract. We, therefore, find that this petition is without any merit and need not be entertained.

5. The learned advocate for the petitioner submits that liberty may be granted to the petitioner to make an application to the District Civil Surgeon at Parbhani to consider her candidature as and when any need or necessity to engage her services arises and since she has discharged the duties from 08.01.2021 to 31.03.2021 and from 02.04.2022 to 31.12.2022, an experience certificate may be issued, which would be helpful to the petitioner if she decides to apply for any assignment, with any hospital.

6. In view of the above, this petition is disposed off, with liberty, as per the request made by the petitioner. The District Civil Surgeon Parbhani would issue her an experience certificate so as to enable her to utilize the same for better career prospects. We also expect the authorities to clear the contractual unpaid fees for the period from 1.8.2022 to 31.12.2022, if not already paid, on or before 15.03.2023.

(SANJAY A. DESHMUKH, J.)

(RAVINDRA V. GHUGE , J.)

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