

**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO. 1476 OF 2021

Dhanraj Kautikrao Jangle,
Age 39 years, Occ. Terminated
Block Mission Manager, Bhokardan,
R/o. Plot No. 17, Hariomnagar,
Jatwada Road, Harsul, Aurangabad,
Tq. & Dist. Aurangabad

... **Petitioner.**

VERSUS

- 1) The Maharashtra State
Rural Livelihood Mission,
Through its Chairman,
The Hon'ble Chief Minister
Maharashtra State, Mantralaya,
Mumbai-32.
- 2) The Chief Executive Officer @
Director of Maharashtra State
Rural Livelihood Mission,
CIDCO Bhavan, CBD Belapur,
New Mumbai.
- 3) District Mission Director,
@ Chief Executive Officer,
Zilla Parishad, Jalna.
- 4) District Mission Manager,
MSRLM, Jalna,
Tq. & Dist. Jalna.
- 5) Block Mission Manager,
Bhokardan, Tq. Bhokardan,
Dist. Jalna

... **Respondents.**

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Advocate for the Petitioner : Mr. Vitthal G. Salgare
A.G.P. for the Respondent No.1/State : Mr. P.S. Patil
Advocate for Respondent Nos. 3 to 5 : Mr. Santosh R. Yadav

**CORAM : MANGESH S. PATIL &
S. G. CHAPALGAONKAR, JJ.**

RESERVED ON : 06.06.2023

PRONOUNCED ON : 30.06.2023

JUDGMENT : (PER : MANGESH S. PATIL)

Heard. Rule. The Rule is made returnable forthwith. Learned A.G.P waives service for the respondent Nos. 1 and 2. Learned advocate Mr. Santosh Patil waives service for the respondent Nos. 3 to 5. At the request of the parties, the matter is heard finally at the stage of admission.

2. By way of this petition under Article 226 of the Constitution of India the petitioner is assailing the order passed by the respondent No. 3-District Mission Director who happens to be the Chief Executive Officer of Zilla Parishad Jalana and officiating as such in the Maharashtra State Rural Livelihood Mission, the respondent No. 1, thereby relieving/terminating him from the post of Block Mission Manager Bhokardan.

3. The petitioner was selected and appointed on contract basis on the post of block mission manager by the respondent Nos. 1 and 2 on merit on 05.10.2017 at Ghansangavi. Subsequently he was transferred to Bhokardan on 1.09.2018 till the date of his termination.

4. The learned advocate for the petitioner would take us through the papers and would submit that in a tussle between the office bearers and the employees of one Bhagyashree Mahila Gramsang Khaparkheda Tq. Bhokardar who were holding the post of internal community resource person (ICPR) and Cluster Coordination (CC) of that Sangh the petitioner himself took initiative and had sent a letter dated 07.02.2018 to the superiors for enquiring into the alleged misdeeds. The respondent No. 3 District Mission Director constituted two members committee to enquire into these allegations. A report was submitted on 21.01.2020. It was expressly found that ICRP and CC and other office bearers named therein were responsible for the irregularities and misappropriation of the funds of the Mahila Sangh. He submitted that the report cursorily observed that the officers at block mission level did not inspect and visit the record of the Mahila Sangh. Had they did so, the misappropriation would not have

occurred. The period of misappropriation was between 22.09.2016 and 25.12.2018, during the tenure of the petitioner's predecessor and did not pertain to his tenure. In spite of that and without following the principles of natural justice, his services were brought to an end by the impugned order. The order is absolutely illegal and is liable to be quashed and set aside.

5. Mr. Salgare would further submit that the petitioner submitted several representations but were not taken into consideration by the respondents. Even if the petitioner was in the contractual employment, the alleged termination is stigmatic and it was necessary for the respondents to have afforded opportunity to him to meet the allegations.

6. The learned A.G.P and the learned advocate for the respondents would submit that as a block mission manager it was obligatory on the part of the petitioner to visit all the divisions in his block, keep control over the Cluster Level Federations, village organizations and self-help groups even by attending their meetings, by auditing their accounts and by inspecting their record. They submit that indeed there were certain internal disputes and allegations against the Mahila Sangh. An enquiry was constituted and the misappropriation was revealed. It is specifically mentioned that the genesis of the complaints was the complaint filed by one Smt. Tagawale dated 10.12.2018 and by one Devkate dated 10.01.2019 which covered the tenure of the petitioner. Therefore, it is not that the complaints were not pertaining to the period of his tenure as is being alleged by the petitioner.

7. They further submitted that it was found that in a letter addressed by the petitioner to the enquiry committee dated 18.01.2020, he had expressly stated that the President, Secretary, Treasurer and Accountant of that Gram Sangh were not obeying his directions and instructions even to attend the enquiry and in turn himself called upon those persons individually as they were not paying any heed to his instructions. This helplessness and inability expressed by the petitioner was writ large to reflect on his inefficiency in

discharging his duties.

8. The learned A.G.P. would further submit that the contractual employment of the petitioner was not brought to an end as a result of the enquiry into the affairs of that Maniha Sangh which was an independent enquiry into different allegations. Therefore, there was no question of his participation in that enquiry. He was in a contractual employment. He had no legal right to continue in the employment. There were no *mala fides* attributable to the respondents. They had reached an independent conclusion regarding the performance of the petitioner and have brought an end to the contractual employment. It is neither by way of any punishment nor is even stigmatic. Therefore, this court in exercise of writ jurisdiction need not undertake and examine the aspects pertaining to the subjective satisfaction arrived at by the respondents. There was no question of obedience to the principles of natural justice. It was the prerogative of either party to terminate such contractual relationship and the petition be dismissed.

9. We have carefully considered the rival submissions and perused the papers. There is no dispute about the fact that the petitioner's appointment was purely on contractual basis. There is also no dispute about the fact that such contractual relationship was regulated by the letter of appointment dated 16.09.2017 (Exh. RJ '1'). There is also no dispute about the fact that there were allegations in respect of the affairs of the Mahila Sangh which were enquired into and it is nobody's case that the petitioner was directly involved or was attributed with the misdeeds found by the committee enquiring into those affairs. Therefore, it cannot be said that his participation in the enquiry was necessary.

10. Obviously, since it is a contractual appointment, unless it can be demonstrated that the contract has been brought to an end for some ulterior reason or with some *mala fides* which can be attributed and established, a

person like the petitioner may be entitled to some damages for, if at all the contract is brought to an end contrary to the terms of the contract. In exercise of writ jurisdiction this Court cannot examine the aspect of termination of the contract in the absence of specific allegations about the order of termination of employment as suffering from the vice of being prompted by *mala fides*.

11. The entire petition and even the rejoinder merely harp upon and attempt at demonstrating as to how there were no sufficient grounds for terminating the contract of employment but are sans any allegations attributing *mala fides* to the respondents-authorities. The impugned order of termination does contain the observations that it was being passed pursuant to the illegalities found in the affairs of Bhagyashree Mahila Gram Sangh in view of the enquiry and as per the report submitted to the respondent-Chief Executive Officer. An action was directed to be initiated against all the individuals who were guilty and it is pursuant thereto that the petitioner having been found to have been inefficient that the decision to terminate the employment was taken. Pertinently, as is observed herein above, it is being alleged that his inefficiency was revealed from the incident wherein it was noticed that pursuant to the notice/letter he was directed to issue certain instructions to the President and other office bearers of the Mahila Sangh. This letter was received by him from the enquiry committee but he expressly informed that these office bearers were not obeying his directions.

12. Though this fact has been expressly mentioned in the affidavits in reply, in spite of the petitioner having filed a rejoinder, there is no demur. The rejoinder merely vaguely mentions in paragraph No. 9 about he having extended all possible help to the enquiry committee. If such is the state of affairs, no fault can be found with the respondents-authorities in reaching a subjective satisfaction that petitioner's continuing in the contractual employment was no longer necessary.

13. Merely because the authorities have referred to several things to demonstrate petitioner's inefficiency, they are doing so to substantiate their inference about his inefficiency. That by itself cannot be regarded and would not render the impugned order of termination of the contractual employment as stigmatic. In the light of the above, we are not inclined to entertain the plea of the petitioner to the extent it challenges the impugned communication whereby his contractual employment has been brought to an end.

14. However, simultaneously, one cannot ignore a fact that the petitioner's contractual employment was brought to an end by the impugned communication contrary to the condition 15(a) from the letter of appointment dated 16.09.2017 (Exh. RJ '1') which expressly provides that termination/discontinuance of the contractual employment by either party could happen only by giving one month notice to the other side or one month's remuneration in lieu thereof. It is not the case of the respondents about having served the petitioner with one months notice or to have paid him a month's remuneration in lieu of the notice period. Therefore, even though we are not inclined to grant any relief to the petitioner to the extent of termination of the contract, we grant him the limited relief of getting a month's remuneration.

15. The Writ Petition is dismissed. However, the respondents shall pay to the petitioner a months remuneration within eight weeks from today.

16. The Rule is made final in above terms.

(S. G. CHAPALGAONKAR, J.)

(MANGESH S. PATIL, J.)

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