

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD

902 REVIEW APPLICATION (CIVIL) NO.262 OF 2023
IN WP/1476/2021

DHANRAJ KAUTIKRAO JANGLE
VERSUS
THE MAHARASHTRA STATE RURAL LIVELIHOOD MISSION
THROUGH ITS

...
Advocate for Applicant : Mr. Salgare Vitthal G.
Addl. GP for the respondent – State : Mr. S.B. Yawalkar
Advocate for respondents 3 and 4 in RA : Mr. Santosh R. Yadav
...

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

DATE : 3 NOVEMBER 2023

PC :

Heard the learned advocate for the petitioner as also the learned advocate for the respondents no. 3 and 4.

2. The petitioner's contractual employment with the respondents was brought to an end after finding him inefficient. He was challenging the termination and we had dismissed the petition by the order under review.

3. The learned advocate for the petitioner submits that since the petitioner was in a contractual employment, no enquiry was contemplated in law, still, it was held behind his back and some

observations were recorded to castigate him as inefficient. It would be stigmatic and an anomalous situation.

4. We had dismissed the petition by making following observations in paragraphs no. 10 to 14 :

“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."

5. In our considered view, the afore-mentioned reasons are sufficient to answer the arguments of the learned advocate for the petitioner.

6. There are no sufficient grounds to undertake review.

7. The Review Application is dismissed.

[S.G. CHAPALGAONKAR]
JUDGE

[MANGESH S. PATIL]
JUDGE

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