

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.5493 of 2018

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Bihari Thakur Son of Sri Boudhoo thakur Resident of Village P.O. P.S. Mahishi, District- Saharsa.

... .. Petitioner/s

Versus

1. The State Of Bihar and Ors
2. The Principal Secretary, Rural Development Department , Govt. of Bihar, Patna.
3. The District Magistrate-Cum-District Programme Convenor, District Supaul.
4. The Deputy Development Commissioner, District- Supaul.
5. The Director Account Administration and Self Employment , District Rural Agency, Supaul.
6. The Rural Development Agency, Supaul, District- Supaul.
7. The Assistant Engineer, Block Kishanpur, District- Supaul.
8. The Programme Officer, Kishanpur, District- Supaul.
9. The Block Development Officer, Kishanpur, District - Supaul.
10. Sri Sahid Parvej the then Block Development Officer-cum-Programme Officer, Kishanpur, District Supa
11. The Pramukh, Kishanganj, Block - Kishanpur, District- Supaul.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Sharda Nand Mishra
		Mr. Dhananjay Kr. Gupta
For the Respondent/s	:	Mr. Sudhir Kumar Upadhyay, AC to GP-7

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CORAM: HONOURABLE MR. JUSTICE DR. ANSHUMAN
ORAL ORDER

4 23-01-2024 Heard learned counsel for the petitioner and learned counsel for the State.

2. Petitioner has challenged the order dated 03.03.2012 passed by the Deputy Development Commissioner, Supaul-cum-Additional D.P.O, Saupaul contained in Memo No. 491 dated 03.03.2012, and order dated 03.08.2015 passed by



the District Magistrate-Cum-District Programme Convenor, District Supaul vide memo no. 1029 dated 03.08.2015 and order dated 01.09.2017 passed by Secretary, Rural Development Department, Bihar Patna.

3. Counsel for the petitioner submits that appointment of the petitioner has been made by Memo No. 1847 dated 22.10.2008 on the post of Junior Engineer on Ad-hoc basis. Counsel further submits that agreement of Ad-hoc appointment under District Rural Development Agency has been executed between the petitioner and Deputy Development Commission-cum-Chief Executive Officer. Counsel submits that the service of the petitioner has been terminated without giving one month notice in writing which is clear violation of Clause-5 of the said agreement.

4. Counsel submits that prior to termination, stigma has been passed by the Officials against the petitioner which shall create hurdle in his future appointment.

5. Counsel for State submit that it is true that petitioner has been appointed on contractual basis. The agreement of contract has been annexed as Annexure-2. Clause 3 and 5 of the agreement are very fatal in this writ. Counsel submits that the contractual appointment was of two years



subject to satisfactory performance and it has to be reviewed based on the performance of the contract period.

6. Counsel further submits that in the year 2008, he has been appointed and termination order was made on 03.03.2012 i.e. prior to the end of second two year contractual period as the said contractual period was to be ended on 22.08.2012. counsel submits that service of the petitioner was not found satisfactory. The working style of the petitioner has been specifically mentioned in Paragraph 9-12 of the Counter Affidavit which are as follows:

9. *That the then Block Development Officer, Kisanpur-cum-programme Officer, Kisanpur submitted his report vide letter no. 284 dated 01.02.2010 to the effect that the petitioner does not take interest in the work of "MGNREGA" with the result inordinate delay is caused in submitting the measurement book. In the financial year 2008-09, also the petitioner was asked to submit explanation. The B.D.O., Kisanpur made physical verification of the work of scheme no. 22/2008-09 in Shivpuri Panchayat on 15.10.2010 and directed the petitioner to submit M.B. but the petitioner did not comply the direction of B.D.O., Kisanpur.*
10. *That on 21.07.2009 the then Collector made local inspection in the Block Office Kisanpur and directed the petitioner to submit all the measurement books in the Collectorate and besides this there was a Government order to submit all the up to date measurement book in the office of the Collector, but those two orders were also not complied by the petitioner. That the then D.D.C., Supaul asked and explanation from the petitioner vide is memo no. 619 dated 07.07.2010*
11. *That the Director, N.E.P., DRDA, Supaul was directed to examine the show cause filed by the petitioner to which he submitted his report vide his letter no. - 1241 dated 28.07.2010 in which he narrated the illegal and irresponsible activities of the petitioner.*



12. That the D.D.C., Supaul started hearing of the complains made against the petitioner after affording sufficient opportunities to the petitioner on 03.02.2012 to refute the allegation made against him and besides on 15.02.2012. The D.D.C., Supaul also reached Kisanpur Block Officer and examined the allegations made against the petitioner in presence of Mukhiya, all Panchayat Rojgar Sewaks, Programme Officer and also in presence of the petitioner and from the said enquiry it came into the light that the petitioner usually remain absent and extortion is also made from Rojgar Sewak. That during the said enquiry the petitioner gave in writing that one measurement book is in his possession and one another measurement book relating to the scheme to Tulpatti Panchayat has been handed over to Programme Officer, but the Programme Officer denied to have received the said measurement book.

7. Counsel submits that the case of the petitioner has been heard by D.D.C. by District Magistrate and by the Secretary, Rural Development Department, Bihar Patna. Upon being heard to the petitioner, authorities came to know that his work was not up to the mark and they were dissatisfied with the petitioner's work culture.

8. Upon hearing the parties, it transpires to this Court that the said orders were passed in terms of the contract, therefore, this Court is not inclined to interfere in the same. But on the other hand this Court is also conscious that Clause-5 of the said agreement has to be followed. Therefore, respondent authorities are directed to pay one month remuneration to the petitioner within 60 days from the date of passing of the order.



9. Accordingly, this writ petition is disposed off.

(Dr. Anshuman, J)

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