

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.2243 of 2024

Monalisa Lenka

..... Petitioner
Mr. Biswajit Nayak, Advocate

-versus-

***Rail Vikas Nigam Limited, New
Delhi and others***

..... Opp. Parties

CORAM:
JUSTICE A.K. MOHAPATRA

ORDER
06.02.2024

Order No.

01. 1. This matter is taken up through Hybrid Arrangement (Virtual /Physical Mode).
2. Heard learned counsel for the Petitioner. Perused the writ petition as well as the documents annexed thereto.
3. The present writ petition has been filed by the Petitioner with the following prayers:-

“It is therefore prayed that the Hon’ble Court may be graciously pleased to consider the fact stated in this writ petition, admit the same, issue notice to Opp. Parties calling upon them to file show cause as to why the prayer made in this writ petition shall not be allowed. If they fail to show cause or show insufficient cause then this writ application may be allowed by granting following relief(s):

1. *That, it is most respectfully prayed that the Hon’ble Court may graciously be pleased to issue a Writ of Mandamus thereby the impugned Notice/Order Dt.29.12.2023 regarding non-extension of contractual engagement thereby terminating the service of petitioner w.e.f. 31.12.2023 under*

Annexure-6 may be quashed.

2. *And further direction be issued to the Opp. Parties to extend the service of petitioner like all other similar situated contractual employees presently working in the project of RVNL.*
3. *And/or pass such other order/orders, as the Hon'ble Court may deem fit and proper under the facts and circumstances of the present case in the interest of justice."*

4. Learned counsel for the Petitioner submitted that the Petitioner was initially engaged as a Junior Site Engineer (Civil) on contract basis by the RVNL Project Implementation Unit, Bhubaneswar for a period of three years vide engagement letter dated 04.08.2016. Pursuant to the aforesaid letter, the Petitioner joined in duty w.e.f. 19.08.2016. After completion of his initial period of three years and upon evaluation of Petitioner's performance, the initial contractual period of three years was extended by another period of two years, i.e., from 19.08.2019 to 18.08.2022 and she was redesignated as Site Supervisor (Civil). While working as such, on 06.10.2022, the post of the Petitioner was redesignated as Assistant Manager/Civil (Contract). Learned counsel further contended that pursuant to the order dated 06.10.2022 under Annexure-3, the contractual period of the Petitioner was further extended upto 31.12.2023. He further contended that although the performance of the Petitioner was very satisfactory and there is necessity of engagement of the Petitioner, however, the Opposite Parties did not extend the contractual service period beyond 31.12.2023. He further contended that the Opposite Parties have extended the service of other similarly situated employees ignoring the case of the Petitioner. In such view of the matter, the learned counsel for the Petitioner submitted that the Petitioner being aggrieved by such discriminatory, illegal and arbitrary conduct of the Opposite Parties, has approached this Court by filing the present writ petition.

5. This Court, on a careful examination of the factual background as well as the materials on record, observed that the Petitioner was initially engaged on contractual basis for a period of three years. Thereafter, the service period of the Petitioner was being extended from time to time by passing orders. It is also appears that the post of the Petitioner has been redesignated in the meantime. However, this Court is of the considered view that the engagement is purely contractual in nature and the same is to be governed by the terms of the contract.

6. In the aforesaid background, this Court deems it proper to dispose of the writ petition at the stage of admission by granting liberty to the Petitioner to approach the Opposite Party No.3 to consider the case of the Petitioner in terms of the policy order No.12 of 2018, particularly under Clause-8 which deals with extension of contract period. The Opposite Party No.3 is further directed to consider the case of the Petitioner subject to her performance and suitability against any requirement in the ongoing projects. In the event there is a necessity of engaging the persons like the Petitioner, then the case of the Petitioner be considered on priority basis before engaging any outsider. Opposite Parties are directed to consider the representation of the Petitioner and dispose of the same by passing a speaking order within a period of two months from the date of communication of a certified copy of this order. The final decision so taken be communicated within ten days from the date of taking such decision.

7. With the aforesaid observation and direction, the writ petition is disposed of.

Signature Not Verified

Digitally Signed
Signed by: DEBASIS AECH
Designation: Secretary
Reason: Authentication
Location: OHC, CUTTACK.
Date: 12-Feb-2024 11:56:46



(*A.K. Mohapatra*)
Judge