



IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

WRIT PETITION NO.4861/2023

Sayamsashan Bahuudeshiya Mahila Vikas Sanstha, Dhanora, Thr. Treasurer, Madhav
V. Ingole Vs. State Of Maharashtra, Thr. Secretary, Dept. Of Women And Child
Development, Mumbai And Others

Office Notes, Office Memoranda of Coram,
appearances, Court's orders of directions
and Registrar's orders

Court's or Judge's orders

Shri S.D. Chande, Advocate for petitioner
Shri M.J. Khan, AGP for respondent Nos.1 to 3

**CORAM : AVINASH G. GHAROTE AND
SMT. M.S. JAWALKAR, JJ..**

DATED : 26/09/2024

Heard Mr. Chande, learned Counsel for petitioner,
and Mr. M.J. Khan, AGP for respondents.

2. It is contended that in pursuance to the Government Resolution dated 23.03.2018 (page 24), the scheme under the name "One Stop Crises Center" was brought into effect in respect of women and children, who have suffered from domestic violence and atrocities of such nature. Under the said Scheme, the petitioner came to be appointed as an Implementing Agency for Washim, under the contract dated 07.03.2022 (page 56). What is necessary to note is that, the contract does not indicate any time period, however, though it is contended by Mr. Chande, learned Counsel for the petitioner, that Government Resolution indicates that the contract would be for a period of 3 years, upon being asked to point out the relevant clause in the contract, he said that there is no such clause in contract. The Scheme of 'One Stop Crises

Center', which was floated by the Central Government, however on account of the change of policy, which is reflected from the Government Resolution dated 12.05.2023, the work of implementation of the policy has been handed over on the State Level to the Commissioner, Women and Child Development, Pune, and on the District Level to the concerned District Women and Child Development Officer. It also indicates that for the Scheme of 'One Stop Crises Center', there are no posts created nor would be created and such appointments will have to be on contractual basis. In that view of the matter, since the appointment of the petitioner is purely contractual in nature, that does not create any right in the petitioner to claim continuance, moreover, when the agreement dated 10.03.2022 (page 56), does not indicate the time period for such appointment. In case, the petitioner is aggrieved by such breach of contract, which according to him, has occurred on account of the impugned communication dated 18.07.2023, the petitioner would be free to take recourse to whatever remedy available for breach of contract.

3. We do not see any reason to interfere in the impugned communication. The petition is dismissed. No costs.

(SMT. M.S. JAWALKAR, J.) (AVINASH G. GHAROTE, J.)