



W.A.(MD)No.1208 of 2020

BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

WEB COPY

DATED : 04.12.2024

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**THE HONOURABLE MR.JUSTICE G.R.SWAMINATHAN
and
THE HONOURABLE MS.JUSTICE R.POORNIMA**

W.A.(MD)No.1208 of 2020

S.Jeyalakshmi

... Appellant / Writ Petitioner

Vs.

1.The Chief Manager (HR),
State Bank of India, Zonal Office,
Ambedhkar Road, Madurai.

2.The General Manager,
Network-2,
Personal Banking Business Unit,
Local Head Office, 7th Floor, Circle Top House,
16, College Lane, Chennai - 600 006. ... Respondents / Respondents

Prayer : Writ Appeal filed under Clause XV of Letters Patent, to set aside
the order dated 08.02.2018 in W.P.(MD)No.4394 of 2012.

For Appellant : Mrs.N.Juilet Latha

For Respondents : Mr.M.M.Ponniah,
Standing Counsel.



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JUDGMENT

(Judgment of the court was delivered by G.R.Swaminathan, J.)

The appellant / Jeyalakshmi was appointed as Customer Relationship Executive on contract basis by State Bank of India vide order dated 30.08.2007 for a period of two years. The appellant went on maternity leave for a period of two months in July 2009. The appellant was discharged from service vide letter dated 10.08.2009 with effect from 20.08.2009. Questioning the same, the appellant filed W.P.(MD)No.4394 of 2012. The writ petition was dismissed vide order dated 08.02.2018. Challenging the same, this writ appeal came to be filed.

2.The learned counsel for the appellant reiterated all the contentions set out in the memorandum of grounds of the writ appeal. She submitted that the employer ought not to have discharged the appellant when she was on maternity leave. She also submitted that her performance was good and that the appellant has been discriminated. The learned counsel for the appellant relied on the information received under Right to Information Act also. She called upon this Court to set aside the impugned order and allow the writ appeal as prayed for.



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3.Per contra, the learned standing counsel for State Bank of India submitted that the appellant has no legal right as such and that the learned Single Judge rightly dismissed the writ petition. He called upon this Court to sustain the order impugned in this writ appeal.

4.We carefully considered the rival contentions and went through the materials on record. Copy of the appointment order dated 30.08.2007 has been enclosed in the typed set of papers. It clearly states that the appellant was engaged as a Customer Relationship Executive on contract basis. The materials enclosed by the employer in the typed set of papers indicate that the performance of the appellant was periodically evaluated and during quite a few quarters, the score obtained by her was zero. The letter dated 25.07.2008 sent by the Deputy General Manager to the Branch Manager, Arasaradi Branch where the appellant was employed states that the score obtained by the appellant from December, 2007 to March 2008 was “zero”. The letter dated 22.01.2009 also indicates that the appellant scored “zero” during the period from July to September 2008. The employer had taken a policy that only those Customer Relationship Executives who have achieved minimum 60% of the target



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during 2008 – 2009 would be absorbed. The appellant had achieved only 30% of the target. It was for this reason that the employer had taken a decision not to renew the contract.

5.The learned standing counsel also drew our attention to the order dated 08.06.2011 made in W.P No.22698 of 2009 filed by one Senthilkumar who was also appointed as Customer Relationship Executive during the same time. The learned Single Judge after an elaborate consideration of the facts and the service rules came to the conclusion that since the writ petitioner therein had not achieved his target of 60% and his performance was only 25.47% during the entire service of two years, he was found not suitable by the employer and therefore, he was not entitled to seek regular appointment or renewal of contractual employment for further period. Questioning the said dismissal order, the said Senthilkumar filed W.A.(MD)No.1901 of 2012. The Hon'ble Division Bench vide order dated 06.08.2015 confirmed the order passed by the learned Single Judge and dismissed the writ appeal. Challenging the same, Senthilkumar filed S.L.P. (C) No.3730 of 2016. On 22.08.2023, the Hon'ble Supreme Court of India dismissed the SLP.



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6. We are satisfied that the case of the appellant / Jeyalakshmi is on par with that of Senthilkumar. She had also not achieved the minimum target of 60%. Therefore, the employer did not find her case suitable for renewal. In such matters, the scope of judicial review is also quite limited. The learned Single Judge in his order dated 08.02.2018 had observed as follows:-

“3. The learned Additional Government Pleader appearing for the respondents states that even in the impugned order, dated 10.08.2009, it has been clearly mentioned that the appointment is on contract basis and it has been clearly stipulated in para-2 that the appointment was contractual in nature for a period of two years from 20.08.2007 to 19.08.2009. This apart, the petitioner was discharged from the Bank with effect from 20.08.2009. Further, it is informed that the petitioner need not attend office from the said date on 20.08.2009. The decision was taken on due assumption of the performance of the writ petitioner during the contract period. Accordingly, the writ petitioner was discharged from service. The assumption made in this regard are enumerated in the report submitted by the Branch Manager. It is further stated that the writ petitioner was not at all performing her duties up to the mark.

4. May that it be, this Court is of an opinion that the writ petitioner was appointed on contract basis for a specific period of two years from 20.08.2007 to 19.08.2009. Thus, on expiry of the period of contract, the writ petitioner was discharged from service



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and the contract employee cannot claim any permanent absorption. All appointment for a sanctioned post has to be done only by following the Recruitment Rules in force. The writ petitioner has to secure appointment only by participating in the selection process, in accordance with the Rules in force. Mere contract appointment will not provide any cause for the writ petitioner to claim permanent absorption or to seek a direction from this Court. Thus, the writ petitioner has not established any legal right for granting of the prayer as such sought for in this writ petition. Accordingly, the writ petition stands dismissed. No costs."

7. We are clearly of the view that the approach adopted by the learned Single Judge cannot be faulted. We do not find any merit in this writ appeal and it stands dismissed. No costs.

(G.R.S. J.) & (R.P. J.)
04.12.2024

NCC : Yes/No
Index : Yes / No
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