

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2009 of 2021

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Rakesh Kumar Singh Son of Late Badan Singh Resident of Village- Baluahi,
Police Station- Bikramganj, District- Rohtas, At present Resident of Mohalla-
Askamni Nagar, Near Modern I.T.I. Ward No.14, Bikramganj, Police Station-
Bikramganj, District- Rohtas.

... .. Petitioner/s

Versus

1. The Executive Officer, Nagar, Parishad Bikramganj, District- Rohtas.
2. The Chairman Nagar Parishad, Bikramganj District- Rohtas.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Uday Shankar Pandey, Adv. Mr. Sushil Kumar Singh, Adv.
For the Respondent/s	:	Mr. Yogendra Pd. Sinha, AAG-7
For the Nagar Parishad	:	Mr. Vijay Shakar Upadhyay, Adv. Mr. Ajay Kumar Sharma, Adv. Ms. Smita Prasad, Adv.

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CORAM: HONOURABLE MR. JUSTICE HARISH KUMAR
ORAL ORDER

8 17-06-2025 Heard the parties.

2. The petitioner is aggrieved with the order as contained in Letter No. 864 dated 24.06.2020 issued by the respondent Executive Officer, Nagar Parishad Bikramganj, whereby the services of the petitioner as JCB operator on contractual basis came to be dispensed with.

3. Learned Advocate for the petitioner contended that the impugned order of disengagement is *mala fide* and in complete defiance of principles of natural justice. The petitioner was admittedly appointed on contract basis on a monthly honorarium, however, without there being prescribing any



period of service. Taking this Court through the appointment letter, it is contended that the petitioner was duly appointed as a JCB operator in the year 2014 and he has been continuously discharging his duty without there being any complain. But all on a sudden vide Letter No. 796 dated 09.06.2020, he was served with a show-cause notice showing lack of interest in his duty and negligence. The petitioner immediately responded to the show-cause notice and denied the allegation. However, the same did not find favour, and the services of the petitioner came to be dispensed with by the impugned Letter No. 864 dated 24.06.2020. Referring to the impugned order, it is contended that the termination of the petitioner *prima facie* appears to be actuated with *mala fide*, inasmuch as, before issuance of the show-cause notice, a decision had already been taken by the Empowered Standing Committee in its meeting dated 01.06.2020 to terminate the contractual service of the petitioner. Hence, the impugned order is nothing but an empty formality actuated with *mala fide*.

4. A counter affidavit has been filed on behalf of the Nagar Parishad Bikramganj. It is vehemently contended that on account of several complaint against the petitioner regarding his negligence in operating JCB during cleaning work as also his



absence from duties; show-cause notices were served to him but he did not respond to any of the show-cause. The matter was also referred to the Empowered Standing Committee of Nagar Parishad and based upon the decision of the Empowered Standing Committee, the order of termination came to be passed.

5. This Court having considered the materials available on record *prima facie* finds substance in the writ petition; it is evident that before issuance of the show-cause notice, the Empowered Standing Committee had already taken a decision to terminate the services of the petitioner as a contractual employee. However, with respect to the decision taken by the Empowered Standing Committee, the petitioner has never been served with any show-cause notice rather with regard to different incidence, the show-cause notices dated 09.06.2020, 12.06.2020 and 20.06.2020 were served upon the petitioner.

6. It is trite that a contractual employee has no right to get his services renewed time to time without there being any stipulation in the appointment letter or statutory rules or regulation made in this regard. Nonetheless, the materials, especially the decision of the Empowered Standing Committee



and the show-cause clearly suggestive of pre determined move of the respondents; and thus actuated with *mala fide*. This Court left with no option but to set-aside the impugned order and relegate the matter to the Executive Officer, Nagar Parishad Bikramganj to consider the representation of the petitioner as contained in Annexure-6 series and pass a fresh order, in accordance with law, preferably within a period of twelve weeks.

7. The writ petition stands allowed to the extent indicated hereinabove.

(Harish Kumar, J)

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