



**IN THE HIGH COURT OF JUDICATURE OF BOMBAY
BENCH AT AURANGABAD**

WRIT PETITION NO.1815 OF 2016

Govind s/o Sangram Madde ... PETITIONER

VERSUS

The State of Maharashtra & anr. ... RESPONDENTS

.....
Mr. A.R. Syed, Advocate for Petitioner
Mr. P.K. Lakhotiya, A.G.P. for State
Mr. D.B. Pawar, Advocate for Respondent No.2
.....

**CORAM : R.G. AVACHAT AND
NEERAJ P. DHOTE, JJ.**

DATE : 2nd JULY, 2025

ORDER :

By consent of learned Advocates appearing for both the sides, the Petition is heard finally.

2. The Petitioner was appointed as Special Teacher for the Specially Abled students, pursuant to his application, in response to the advertisement issued by the Respondent No.2. The appointment of the Petitioner was on contractual

basis for a fixed period. Thereafter his appointment was renewed from time to time by giving intermittent breaks after a period of six months. The last appointment order of the Petitioner was dated 14/7/2015, by which he was appointed on the said post on contractual basis till 30/9/2015. In the meanwhile, Crime bearing No.3133/2015 came to be registered against the Petitioner with Kotwali Police Station, Parbhani for the offences punishable under Sections 7, 13(1) (d) read with 13(2) of the Prevention of Corruption Act, 1988. Due to registration of the said Crime against the Petitioner, the Respondent No.2 issued the impugned order dated 4/12/2015, putting an end to the service of the Petitioner on the ground of registration of the said Crime. Being aggrieved by the stigmatic order, the Petitioner has filed this Writ Petition under Article 226 of the Constitution of India.

3. Learned Advocate for the Petitioner submits that, The Maharashtra Shikshan Parishad (Association for the Advancement of Basic Education in Maharashtra) Regulation, 1994 was applicable to the employees appointed on contractual basis. He submits that, by virtue of the said

Regulations, the consequences of registration of Crime would be Suspension from service and not termination. He submits that, the Respondent No.2 employer has issued the Certificate of Experience, wherein the Petitioner's service on the contract basis is referred to as 'Outstanding'. He submits that, the impugned order, which is a stigma on the Petitioner, was issued without issuing any show-cause-notice or giving opportunity of hearing to the Petitioner. He submits that, in more or less similar situation, this Court, in Writ Petition No.4778/2020, has quashed and set aside the stigmatic termination order and directed the payment for the remaining period of contract.

4. The Petition is opposed by the learned Advocate for Respondent No.2. He submits that, the appointment order of the Petitioner clearly speaks of termination of contract as the Crime of serious nature was registered against the Petitioner and the Respondent No.2 has rightly issued the impugned order. He submits that, being on contractual employment, the Petitioner has no right to continue in the services. In support of his submission, he cited the judgment of the Hon'ble

Supreme Court of India in **Civil Appeal No.6132-33 of 2016, dated 12/7/2016 (State of Maharashtra & ors. Vs. Anita & anr. etc.** He submits that, the Petition be dismissed.

5. In the above referred judgment relied upon by the learned Advocate for Respondent No.2, it is observed that the contractual employee has no right, interest and benefits whatsoever of the permanent service in the Government. Perusal of the said judgment shows that, on expiry of the contractual period and being aggrieved by the publication of the said advertisement, the employee had approached the learned Tribunal, challenging the conditions in the Government Resolution. Admittedly, there was no stigmatic order in the said case which was decided by the Hon'ble Apex Court. Perusal of the order relied upon by learned Advocate for the Petitioner shows that, the facts in the said case were very much similar to the facts of this case and the impugned order therein was set aside as it was a stigmatic order, which was passed without giving opportunity of hearing and no charge sheet was issued. Admittedly, clause 4 in the last appointment order of the Petitioner clearly shows that the contract would be

annulled if the work and conduct of the employee was not found to be satisfactory. However, it is equally true that, the impugned order is stigmatic and it is passed without giving opportunity of hearing to the Petitioner, that too when the Crime was not proved against the Petitioner.

6. There is no dispute on the aspect that from the year 2000, the Petitioner was appointed on contractual basis from time to time by giving breaks. There is also no dispute that, the Certificate of Experience, showing the services of the Petitioner as Outstanding, was issued by the Respondent No.2. The said Crime which is registered against the Petitioner has not yet culminated into any decision by the competent Court. The impugned order clearly shows that, the contract was annulled only on the basis of registration of the aforesaid Crime against the Petitioner. In this view of the matter, the impugned order is liable to be set aside. Hence, we proceed to pass the following order :

ORDER

(i) The impugned order dated 4/12/2015, passed by the

Respondent No.2 is quashed and set aside. Writ Petition stands disposed of.

(ii) Since the petitioner was appointed purely on contractual basis till 30/9/2015, there would not be order of reinstatement. However, as the stigmatic order is set aside, the Petitioner shall be entitled to receive the contractual payment for the remaining period i.e. of 11 days till the date for which the contractual period was to last by efflux of time.

(NEERAJ P. DHOTE, J.)

(R.G. AVACHAT, J.)

fmp/-