



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

WRIT PETITION NO. 1720 OF 2024

Vilas Jaganji Patil VS. The State of Maharashtra, Through its Secretary,
Planning Department and others

Office Notes, Office Memoranda of Coram, Appearances, Court's orders or directions and Registrar's orders	Court's or Judge's orders
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Mr. A.A. Pannase, Advocate for Petitioner
Mr. N.R. Patil, AGP or Respondent Nos.1 to 3
Mr. T.M. Zaheer, Advocate for Respondent No.4

CORAM: AVINASH G. GHAROTE AND
ABHAY J. MANTRI, JJ.

DATED : 17th FEBRUARY, 2025

1. There is no dispute that the petitioner has been appointed as an Assistant Programme Officer on 01.01.2021 (page 35) with the respondent no.5 as a contractual appointee through the contractor E-Governance Solutions Private Limited. The policy of the State insofar as a contractual employees is reflected from the Government Resolution dated 25.8.2021, clause 5 of which, enjoins upon the authority where the contractual employee is working, not to remove him from service without the prior approval of the state government (Page 42). This policy does not speak about any authority to suspend. By the impugned order 08.09.2022 the petitioner has been suspended on account of the reason that that he was also found to be working as

Journalist (page 39). Since the petitioner is a contractual employee of E-Governance Solutions Private Limited, who in terms of a contract between the State and E-governance Solution Private Limited has been posted with the respondent No. 5, there cannot be any employer – employee relationship between the petitioner and the respondent no. 4, in view of which, the respondent no.4 would not have any right to suspend such contractual employee and all that can be done in terms of the policy as indicated by the GR dated 25.08.2021, clause 5 (page 42), he should terminate the contractual relationship in terms thereof. Though the State, by the communication dated 23.08.2022 has directed the respondent No. 4, to suspend him, any such action, has to be related to the policy dated 25.8.2021. Since the policy does not indicate any right reserved by the State in terms of the contract, copy of which has not been produced, we are unable to ascertain whether the contract, contains any such clause, in view of which, we have no other choice but to rely upon the policy as reflected from the GR dated 25.08.2021 alone, which does not have any such authority in the State. In that view of the matter, the impugned communication dated 08.09.2022 cannot be sustained as accepting the same would mean that there is employer – employee

relationship between the State and the petitioner, which is not in existence. The same is, therefore, hereby quashed and set aside. The petition is allowed in terms thereof.

2. Needless to say, it would be permissible to the State to act in terms of the policy dated 25.8.2021 and the contract it has with E-Governance Solution Private Limited.

(ABHAY J. MANTRI, J.)

(AVINASH G. GHAROTE, J.)

MP Deshpande