

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.10462 of 2026

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Subhash Chandra Bishwas Son of Sri Mahavir Prasad Vishwas, Resident of
Village- Jasawa, P.O.- Khoksa, P.S.- Dagarua, District- Purnia, Bihar.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Department of Education, Government of Bihar, Patna.
2. The Principal Secretary, Department of Education, Government of Bihar, Patna.
3. The Director, PM Poshan Yojana (Mid-Day Meal Scheme), Bihar, Patna.
4. The District Education Officer, Purnia.
5. The Sub-Divisional Education Officer-cum-District In-Charge Officer, Mid-Day Meal Yojana, Purnia (or his successor-in-office).
6. The District Programme Officer, PM Poshan Yojana, Purnia.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Ms. Priyanka Anand Bhagat, Adv.
For the Respondent/s : Mr. Government Pleader (24)

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CORAM: HONOURABLE MR. JUSTICE HARISH KUMAR
ORAL JUDGMENT

Date : 21-07-2026

Heard the parties.

2. The petitioner is aggrieved by an order dated 04.06.2026, bearing Memo No. 248 passed by the respondent no. 6 (District Programme Officer), whereby the claim of the petitioner to reinstate and allow his joining has been rejected. Besides the challenge has also been made to an order dated 09.09.2009 bearing Memo No. 992 passed by the respondent no. 5, whereby the petitioner has been terminated from the post of Block Sadhan Sevi.



3. Learned Advocate for the petitioner submitted that the very genesis of the termination order is said to be negligent discharge of the duty, besides the petitioner was taken into custody on 31.08.2009, in connection with Special Vigilance Case No. 41 of 2009, arising out of Amour P.S. Case No. 103 of 2009, however the same did not presently exist. Learned Advocate for the petitioner further argued that the petitioner was duly appointed long back in the year 2007 and subsequently, on being found his satisfactory service, his engagement was extended up to 30.09.2009. In the meanwhile, the aforementioned case has been instituted, which led to incarceration of the petitioner and putting him on a trial. Finally the petitioner has been acquitted by the Special Judge, Vigilance (Trap)-cum-District & Additional Sessions Judge-II, Bhagalpur vide judgment dated 27.02.2026.

4. Placing the judgment of the acquittal, it is further canvassed by the learned Advocate for the petitioner that now there is no impediment in accepting the joining of the petitioner or reinstate him in the earlier post of Block Sadhan Sevi. Nevertheless when the petitioner has approached along with the judgment and order of the learned trial Court, the District Programme Officer taking note of the Memo No. 1341 dated



18.07.2019 has disclosed that upon issuance of the aforesaid letter, the period of Block Sadhan Sevi are not being extended and, moreover, once the period of contract comes to an end and the same has not been extended by the competent authority, the employee cannot claim for reinstatement or extension of his contractual period.

5. On the other hand, learned Advocate for the State refuting the aforesaid contention submitted that the very employment of the petitioner on the post of Block Sadhan Sevi was made for eleven months, which was subject to extension, in case the service of the petitioner found satisfactory. From the impugned order dated 09.09.2009, it is evident that on account of negligence in discharging the duty, besides the criminal case, he has been removed from his contractual employment. Once the period of contract has not been extended since 2009 and now more than 17 years have been lapsed, there is no reason or occasion or any guidelines/circulars, which empowers the authority to reinstate the petitioner on the earlier post of Block Sadhan Sevi.

6. Having considered the submissions advanced by learned Advocate for the respective parties and taking note of the fact that the contractual services of the petitioner had been



dispensed with long back in the year 2009, on account of the fact that the petitioner has been made accused in connection with a criminal case, as also noticing the negligence in discharging of duty, this Court does not find that a fresh cause of action has arisen due to his acquittal by the learned trial Court, once the engagement of the petitioner was only for 11 months, which have been gone over long back. It is worth benefiting to refer the settled proposition that no contractual employee has a right to have his or her contract renewed from time to time, in absence of any statutory right or other rights in his favour. [Vide; *Yogesh Mahajan Vs. Professor R.C. Deka, Director, All India Institute of Medical Sciences, (2018) 3 SCC 218*].

7. In view, thereof, the present writ petition sans any merit fit to be dismissed.

(Harish Kumar, J)

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AFR/NAFR	NAFR
CAV DATE	NA
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