

IN THE HIGH COURT OF JUDICATURE AT PATNA
Letters Patent Appeal No.835 of 2025
In
Civil Writ Jurisdiction Case No.12384 of 2023

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1. The State of Bihar through Principal Secretary, Revenue and Land Reforms Department, Government of Bihar, Patna.
 2. The Additional Chief Secretary-cum-Appellate Authority, Revenue and Land Reforms Department, Government of Bihar, Old Secretariat, Bailey Road, Patna- 800015.
 3. The Director, Land Records and Survey Directorate, Revenue and Land Reforms Department, Government of Bihar, Survey Training Center, Shastri Nagar, Patna- 800023.
 4. The Assistant Director, Land Records and Survey Directorate, Revenue and Land Reforms Department, Government of Bihar, Survey Training Center, Shastri Nagar, Patna- 800023.
 5. The District Magistrate, Begusarai.

... .. Appellants

Versus

Rohit Kumar, Son of Raman Bhagat, Resident of Village- Mohana, P.S - Katra, Tehwara, District- Muzaffarpur, Bihar- 843321.

... .. Respondent

Appearance :

For the Appellants	:	Mr. Sajid Salim Khan, SC-25 Mr. Ram Pravesh Nath Tiwari, AC to SC-25
For the Respondent	:	Ms. Shrishti Singh, Advocate Mr. Pranav Kumar, Advocate Mr. Saurabh Sundar, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE SMT. JUSTICE SONI SHRIVASTAVA

CAV JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 09-07-2026

The appellants by filing the instant Letters Patent Appeal assail the judgment dated 22.04.2025, in C.W.J.C. No. 12384 of 2023.

2. Vide the impugned judgment, the learned



Single Judge, while allowing the Writ Petition, ordered the appellants/respondents to reinstate the services of the respondent/petitioner forthwith and issue necessary orders within two weeks from the date of receipt/production of a copy of the impugned Judgment. The appellants/respondents, however, were also afforded liberty to proceed against the respondent/petitioner, if so advised, in accordance with law.

3. Before embarking into the merits of the matter, a brief summation of the respondent's/petitioner's case is essential.

4. As per the respondent/petitioner, pursuant to an advertisement issued in the year 2019, he was appointed as Special Survey Amin on 31.03.2020 by the Appellant/Respondent No. 3, Directorate of Land Records and Survey, Revenue and Land Reforms Department, Government of Bihar, on contractual basis, for a period of 11 months from the date of joining. The terms of the Appointment Letter stipulated that, a fresh contract would be issued after every 11 months, subject to satisfactory performance. The services of the respondent/petitioner were extended for the period 01.04.2022 to 31.03.2024. In the course of the discharge of his duties, on information allegedly received from the Settlement Officer, a show-cause notice, bearing Memo No. 535, dated 18.01.2023 was issued to the respondent/petitioner by the Assistant



Director, Land Records and Survey Directorate, directing him to respond to the allegations of obstruction of the works of special survey since 10.01.2023 on the call given by the Bihar State Special Survey Contractual Employees Association and for having instigated other contractual employees to do the same. It is further averred that 500 other contractual employees also working as Special Survey Amins were issued the exact same notice on the same date. As required, he responded within 24 hours, on 19.01.2023, by email requesting *inter alia* that, the report of the Settlement Officer, Begusarai be furnished to him, to enable him to respond adequately.

4(a). Given the paucity of time, the other contractual employees who also received the same show-cause notice, furnished the exact same response as the respondent/petitioner, however the contract of the respondent/petitioner was terminated on 19.01.2023, for purported violation of Rule 8(4) of the “Bihar Special Survey Honorarium Based Contractual Employment Rules, 2019” while the other similarly situated employees were untouched.

5. The respondent/petitioner preferred an appeal against the order of termination, before the Additional Chief Secretary, Revenue and Land Reforms Department, Government of Bihar, on 24.01.2023. The Appellate Authority, vide its order, dated 05.06.2023, rejected the



appeal and upheld the order, dated 19.01.2023.

6. Thus aggrieved, the respondent/petitioner approached the Writ Court, seeking *inter alia* for, quashing of the order of termination bearing Memo No. 1073, dated 19.01.2023, and the order bearing Memo No. 4704, dated 05.06.2023. He also sought a direction for restoration of his contractual service of Special Survey Amin with consequential benefits.

7. The learned Single Judge, after giving due consideration to the rival stances of the parties, opined that more than 500 employees were issued identical show-cause notices on the same allegations as that of the respondent/petitioner and all had filed identical responses, but only the service of the respondent/petitioner was terminated, indicating the arbitrariness of the appellants/respondents. While concluding the above, the learned Single Judge garnered strength from the decision in **Anuj Shuckla vs. The BIADA & Ors.**¹ which was based on the observations made by the Hon'ble Supreme Court in **Dr. Vijaykumaran CPV vs. Central University of Kerala & Others**² and **Roop Singh Negi vs. Punjab National Bank and Others**³.

7(a). The learned Single Judge thus propounded that, when a stigmatic order of termination was issued

1 C.W.J.C. No. 18494 of 2024

2 (2020) 12 SCC 426

3 (2009) 2 SCC 570



against a contractual employee, it required a full-fledged departmental enquiry, where the show cause and defence taken by the employees should be considered and an appropriate opportunity of hearing should be extended to him. That, such opportunity was not afforded to the respondent/petitioner. The orders of termination were concluded to be stigmatic, thus both the impugned orders, dated 19.01.2023 and 05.06.2023 were set aside and the Writ Petition allowed with the directions as already reflected hereinabove.

8. Before this Court, learned counsel for the State appellants/respondents, reiterated the facts and contended that, after the respondent/petitioner was appointed as Special Survey Amin on 31.03.2020, his contract was extended for two years from 01.04.2022 to 31.03.2024 along with other similarly placed employees. That, the respondent/petitioner instigated the other contractual workers and obstructed the works of the special survey operation, consequent upon which show-cause notice dated 18.01.2023 was issued to him, which he responded to on 19.01.2023 denying the charges, but raised unrelated issues of non-payment and inadequate payments to contractual employees. The respondent/petitioner failed to explain the obstruction charges and sought to justify the legitimacy of an unauthorized Association, resultant, his contractual employment was terminated on 19.01.2023.



The appeal filed by him was also rejected on 05.06.2023. It was contended that Rule 8(4) of the “Bihar Special Survey Honorarium Based Contractual Employment Rules, 2019”, permits termination of employees based on adverse reports or other evidence after giving a hearing. It was urged that, due process was complied with respondent/petitioner having been given sufficient opportunity of hearing. There has, therefore, been no violation of the principles of natural justice.

8(a). During the pendency of the appeal, the respondent/petitioner had not only disobeyed the orders of the seniors, instigated other employees but also threatened higher officials of the department. Learned counsel augmented his arguments by submitting that, the appointment on contract basis stipulates that persons so appointed shall not be considered as Government Servants nor would they be entitled to facilities available to a Government Servant. That, the decision of **Anuj Shuckla vs. The BIADA & Ors.** (supra), relied upon by the learned Single Judge, is distinguishable from the facts and circumstances of the instant case. As the respondent/petitioner was appointed on contractual basis, he does not enjoy the protection of Article 311 (2) of the Constitution of India. Refuting the claim of the respondent/petitioner that he had been differentiated from 500 similarly situated employees, it was argued that the



allegation was not supported by documentary evidence, and in any event, their services also stood terminated on 31.03.2024, by which time, the period of contract of the respondent/petitioner had also concluded. Thus, the impugned Judgment directing reinstatement of the respondent/petitioner would cause grave injury and injustice to the appellants/respondents and ought to be set aside.

9. Learned counsel for the respondent/petitioner admitted the factual aspects put forth by the appellants/respondents, however his specific contention is that when the first show-cause was issued to him on 18.01.2023, the response was sought within 24 hours and he responded on 19.01.2023 by email, which denied him sufficient time to file his response. The allegations made against him for 'wrong justifications' pertaining to the Association cannot be countenanced as he had merely clarified that, the Association was functioning in a Constitutional framework. That, he had furnished a detailed tabulation of the works executed by him and any delay in the functioning of the special survey works was attributable to the deficiencies in its functioning and not on account of the respondent/petitioner. His appeal was also rejected without due consideration. Similar show-cause was issued to 500 contractual employees who responded like the respondent/petitioner, but his services were terminated,



which is revelatory of the fact that he was singled out and discriminated against, which is in violation of Articles 14 and 16 of the Constitution of India. That, the impugned orders are not in consonance with Rule 8(4) of the “Bihar Special Survey Honorarium Based Contractual Employment Rules, 2019”, which requires the authority to provide an opportunity of hearing. It was further contended that as the principles of natural justice were not complied with, the orders dated 19.01.2023 and 05.06.2023 be quashed and his prayers be granted.

10. We have given due consideration to the submissions advanced by learned counsel for the parties. We have also perused the pleadings, the documents on record and the impugned Judgment.

11. So far as the conclusion of the learned Single Judge regarding the stigmatic order of termination is concerned, on careful perusal of the order, dated 19.01.2023, which is in Hindi and roughly translated into English reads as follows; *“From the above facts, it is clear that he is unauthorizedly absent from his camp office and this act of his is indicative of total arbitrariness, causing hindrance in Government work, and defiance of orders of higher officials. The accused has created hindrances in the ambitious scheme of the Government, which is a time-bound programme. Along with this, other employees have also been provoked to disrupt work, which is contrary to*



the conduct of a qualified employee. Retaining such employee in service creates an adverse impact on other employees.

Therefore, under the provisions described in Rule-8(4) of the "Bihar Special Survey Honorarium Based Contractual Employment Rules, 2019", the contractual engagement of Shri Rohit Kumar, Special Survey Amin (AEN03112), is terminated with immediate effect".

12. From a reading of the above, it is clear that certain aspersions were cast on the respondent/petitioner, over and above the observations of his conduct. Hence, in our considered view, no error arises on the finding of the learned Single Judge regarding the observation that, when a stigmatic order of termination was passed against a contractual employee, it requires a full-fledged departmental enquiry, which in the instant case was denied to the respondent/petitioner.

13. In addition to the above, we are also of the considered view that, although 500 similarly situated employees had been issued show-cause notice on the exact same lines as the respondent/petitioner, and the 500 employees had also responded in the same language as the respondent/petitioner, blindsiding the similarity of their responses to that of the respondent/petitioner, they were afforded the privilege of continuing their contractual term until it was completed, however the services of the



respondent/petitioner were terminated forthwith. Although, to augment and justify this circumstance, learned counsel for the appellants/respondents had argued that the contractual employment of the 500 employees were subsequently terminated, records reveal that such termination was on completion of their period of contract and not their services having been truncated before the period of contract was over.

14. In view of the foregoing observations, we are of the considered view that there is no reason to differ from the observations made by the learned Single Judge. The impugned Judgment of the learned Single Judge dated 22.04.2025, in C.W.J.C. No. 12384 of 2023 is accordingly upheld.

15. However, bearing in mind the lapse of time and the employment of the respondent/petitioner being contractual, the period of contract no longer survives, having lapsed on 31.03.2024. In such circumstances, for the period from 19.03.2023 up to 31.03.2024, he cannot be reinstated, as ordered by the learned Single Judge. Consequently, it is ordered that he be paid his wages, without addition of any interest for the period 19.03.2023 to 31.03.2024, as that was the period of his then existing contract, which admittedly had been extended for two years from 01.04.2022 to 31.03.2024.

16. With the above observations and



modifications, this Letters Patent Appeal stands dismissed and disposed of.

17. Interlocutory Application(s), if any, also stand disposed of.

I Agree.

(Soni Shrivastava, J)

(Meenakshi Madan Rai, CJ)

P.K.P./-

AFR/NAFR	
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