Serial No.01
Regular List

HIGH COURT OF MEGHALAYA
AT SHILLONG

WP(C). No. 15 of 2026

Date of Decision: 09.02.2026

Shri. Dawn R. Kharlukhi,
Son of (L) Erostone Passah,
Aged about 38 Years
R/o Mawlai Umthlong,
East Khasi Hills District,
Meghalaya – 793022.

…Petitioner

-Versus-

1. State of Meghalaya,
Represented by the Chief Secretary,
Shillong, Meghalaya.

2. The Director of Health Services (MI),
Shillong, East Khasi Hills District,
Meghalaya.

3. State Nodal Agency,
Represented by the Chief Executive Officer,
Megha Health Insurance Scheme,
Meghalaya, Shillong.

4. The Chief Executive Officer,
Megha Health Insurance Scheme,
Meghalaya, Shillong.

5. Shri. Anupam Ch Marak,
C/o Megha Health Insurance Scheme (MHIS)
State Nodal Agency, Health Complex,
Red Hill Road, Laitumkhrah,
Shillong – 793 003, Meghalaya

Department of Health and Family Welfare,
Government of Meghalaya.

…Respondents

Coram:

Hon'ble Mr. Justice H.S.Thangkhiew, Judge

Appearance:

For the Petitioner/Applicant(s) : Mr. H.R.Nath, Adv.
Ms. B.Sun, Adv.

For the Respondent(s) : Mr. N.Syngkon, GA with
Mr. JN.Rynjah, GA for R 1 & 2.

i)	Whether approved for reporting in Law journals etc:	Yes/No
ii)	Whether approved for publication in press:	Yes/No

JUDGMENT AND ORDER (ORAL)

1. The writ petitioner who was appointed on contractual basis as Claims Manager under Megha Health Insurance Scheme, is before this Court assailing the termination dated 28-07-2024, whereby he has been discontinued w.e.f. 31-07-2024.

2. Mr. H.R.Nath, learned counsel for the petitioner has submitted that the non-renewal of the contract is arbitrary and illegal, inasmuch as, as per the terms of engagement, the writ petitioner has been discharging his duties to the best of his ability, but however, his termination has mentioned that the

same was based on performance appraisal. He therefore, prays that the termination being without reason and without affording any opportunity, the same may be interfered with.

3. Mr. N.Syngkon, learned GA appearing for the respondents No. 1 & 2, submits that the engagement of writ petitioner is purely contractual and further that the writ petitioner is also gainfully employed in another position which has not been denied. He therefore, submits that the same being in the realm of private law, no relief is called for.

4. This Court has heard the learned counsel for the parties and examined the materials on record. It appears that the entire cause of action has arisen from a contractual dispute with regard to the termination of the writ petitioner. Further, it is also noted that the writ petitioner is also employed in another organisation, which brings up the question of whether dual employment is permissible. In these circumstances, no interference is called for under writ jurisdiction. The petitioner, however, is permitted to pursue alternate remedy under private law.

5. Matter stands dismissed.

Judge

Signature Not Verified
Digitally signed by SAMANTHA ANNA LIYA RYNJAH
Date: 2026.02.09 18:18:42 IST