GAHC010069332026

2026:GAU-AS:16572

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/1969/2026

JITU DAS
S/O- BHABEN DAS, R/O.- VILLAGE- GHOGAPAR, P.O AND P.S.- TAMULPUR, DISTRICT- TAMULPUR, ASSAM

VERSUS

UNION OF INDIA AND 4 ORS.
REPRESENTED BY THE SECRETARY TO THE GOVT. OF INDIA, MINISTRY OF JAL SHAKTI, NEW DELHI.

2:THE WATER AND POWER CONSULTANCY SERVICES (INDIA) LIMITED (WAPCOS)
REP. BY GENERAL MANAGER (HUMAN RESOURCES)
76-C
SEC 18
GURGAON
HARYANA
INDIA.

3:THE REGIONAL MANAGER (NE) WAPCOS LTD
J.B. COMPLEX 3RD FLOOR R.G. BORUAH ROAD
GANESHGURI
DISPUR
GUWAHATI- 781005

4:THE DY MANAGER (WBR) CENTER FOR WATER
BUILDING AND ROAD WORKS
WAPCOS LIMITED 76-C
SEC 18
GURGAON
HARYANA
INDIA.

5:DCM (HR) WAPCOS LIMITED
76- C
SEC 18
GURGAON
HARYANA
INDIA

Advocate for the Petitioner : MR. B PHUKAN, U SWARGIARY

Advocate for the Respondent : DY.S.G.I., MR. T SANNU, SC, WAPCOS,MRS. A GAYAN(C.G.C.),MR. S DUTTA(R2TO5),MS S MOCHAHARI(R2TO5),MR SISHIR DUTTA(R2TO5)

BEFORE
HONOURABLE MR. JUSTICE NCHUMBEMO MOZHUI

ORDER

11/11/2026

Heard Mr. P.K. Gogoi, learned counsel appearing on behalf of Mr. B. Phukan, learned counsel for the petitioner. Also heard Mr. S. Dutta, learned Senior Advocate, assisted by Mr. Tushar Sannu, learned counsel for the respondent, SC, WAPCOS.

2. The instant petition is filed under Article 226 of the Constitution of India praying for a direction: -

> "*A) A writ in the nature of Certiorari shall not be issued by setting aside the impugned notice of discontinuance dated 30/01/2026 under Reference No. 5/28/1403/2026 /HR dated 30.01.2026 issued by Manager (HR) WAPCOS limited under subject of Notice of Discontinues of contractual engagement on completion of one month's notice and subsequent notice dated 28/02/2026 under reference No. 5/28/HR/2026 dated 28/02/2026 issued by the DCM (HR) for WAPCOS limited (A Government of India*

Undertaking) for informing the Petitioner the contractual agreement ceased w.e.f. 28/02/2026 (AN) within the period of extended period of contract from 01/10/2025 to 30/09/2026 and

B) Further be pleased to issue a writ in the nature of Mandamus shall not be issued against the Respondent and in favour of the Petitioner to continue to serve with the Respondent during contractual period w.e.f. 01/10/2025 to 30/09/2026 without interference subject to the further extended "contract consolidated basis terms" and after hearing the party / parties made the rule absolute and/or pass any such other order/orders as Your Honour may deem fit and proper.

B (i) A writ in the nature of mandamus as to why shall not be issued for regular appointment of the Petitioner within this provision of Recruitment and Promotion Rules 2005 in respect to the WAPCOS limited as amended upto date."

3. The learned counsel for the petitioner submits that the petitioner after being appointed had been rendering his service to the respondent with contract consolidated basis from the date of engagement vide Office Order No. 479/CNT/EXT/2025/CSE/09-2025/27584 under Memo No. 5/28/1043/2025/Human Resources dated 30.09.2025, issued by the respondent authorities for the period extended from 01.10.2025 to 31.09.2026 on the existing salary, allowances, changeable had, terms and conditions at his/her present place of posting/H-5099) at Guwahati.

4. However, pursuant to the Office Order dated 30.09.2025, the petitioner was served with a notice under Reference No. 5/28/1043/2025/HR dated

30.01.2026, whereby, the petitioner was informed of his discontinuance of contractual engagement on completion of 1(one) month notice.

5. It is further submitted by the learned counsel for the petitioner that the order of this discontinuance of the petitioner service by issuing one month notice is arbitrary and unfair for the fact that he had been serving and taking care of the day to day functioning of the past many years.

6. Further, it is the contention of the petitioner that the petitioner is an employee, employed by the employer in Public Sector undertaking, its action, including those action taken under contract are expected to meet the minimum standard of fairness and non-arbitrariness under Article 14 of the Constitution of India and as such prays for setting aside of the impugned Notice dated 30.01.2026 and subsequent Notice dated 28.02.2026.

7. Per contra, Mr. S. Dutta, learned Senior counsel for the respondent Nos. 2 to 5 submits that in terms of the office order dated 30.09.2025, the contractual engagement of the petitioner's service is from 01.10.2026 to 30.09.2026 on the existing salary, allowances, changeable had, terms and conditions at his/her present place of posting/H-5099) at Guwahati. Be it as it may be, the office order dated 30.09.2025 is amply clear that the petitioner had accepted the office order dated 30.09.2025 and the conditions stipulated therein wherein the service of the petitioner expires on 30.09.2026.

8. The learned Senior counsel further submits that the service of the petitioner expires on 30.09.2026, and there is no order extending the service of the petitioner by the respondent authorities as of date.

9. The learned Senior Counsel relies on the decision of the Apex Court in the

case of ***Yogesh Mahajan Vs. Professor R.C. Deka, Director, All India Institute of Medical Sciences*** reported in ***(2018) 3 SCC 218,*** wherein the Apex Court has held that no contract employee has a right to have his or her contract renewed from time to time. Further, learned Senior Counsel for the respondent draws the attention of the court to the decision of ***State of Karnataka Vs. Umadevi and Others*** reported in ***(2006) 4 SCC 1,*** wherein the Apex Court has held that :-

> "*43. Normally, what is sought for by such temporary employees when they approach the court, is the issue of a writ of mandamus directing the employer, the State or its instrumentalities, to absorb them in permanent service or to allow them to continue. In this context, the question arises whether a mandamus could be issued in favour of such persons. At this juncture, it will be proper to refer to the decision of the Constitution Bench of this Court in Dr. Rai Shivendra Bahadur Vs. The Governing Body of the Nalanda College [(1962) Supp. 2 SCR 144]. That case arose out of a refusal to promote the writ petitioner therein as the Principal of a college. This Court held that in order that a mandamus may issue to compel the authorities to do something, it must be shown that the statute imposes a legal duty on the authority and the aggrieved party had a legal right under the statute or rule to enforce it. This classical position continues and a mandamus could not be issued in favour of the employees directing the government to make them permanent since the employees cannot show that they have an enforceable legal right to be permanently absorbed or that the State has a legal duty to make them permanent.*"

10. The learned Senior Counsel, therefore submits, that being the settled position of law and keeping in view of the service of the petitioner expires on 30.09.2026 and there is no order extending the service of the petitioner by the respondent authorities as of date, the instant petitioner has become infructuous.

11. Heard the learned counsels for the parties at length.

12. This Court has taken into consideration of the submissions parties and the only point of consideration to be made in the instant petition is whether on the

expiry of the contractual engagement of the petitioner's service on 30.09.2026, this Court under the writ jurisdiction can extend the service of the petitioner by issuing such direction to the respondent authorities.

13. Given the present case at hand and on the perusal of the records, the service of the petitioner as per the office order dated 30.09.2025 expires on 30.09.2026 and no order has been issued by the competent authority extending the service of the petitioner beyond the said period and keeping in view of the decisions of the Apex Court in the case of *Yogesh Mahajan (Supra) and Umadevi (Supra),* the relief sought by the petitioner cannot be considered for the aforesaid reasons. This contention has also been duly accepted by the petition as per the available records.

14. In view of the above and taking into consideration of the material facts and records that the contractual service of the petitioner has expired on 30.09.2026 and there is no further extension of the contractual service of the petitioner by the respondent authorities, the instant petition has become infructuous and liable to the dismissed.

15. Accordingly, the instant petition is dismissed.

16. No order as to cost.

JUDGE

Comparing Assistant