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

Case No. : WP(C)/6311/2025

MUSTAFA AHMED LASKAR
S/O- SAJ UDDIN LASKAR, PERMANENT RESIDENT OF VILL.- BOALIPAR PT-II, P.O. BOALIPAR BAZAR, DIST. HAILAKANDI, ASSAM-788155.

VERSUS

THE STATE OF ASSAM AND 3 ORS
REPRESENTED BY THE COMMISSIONER AND SECRETARY TO THE GOVT. OF ASSAM, DEPARTMENT OF HEALTH AND FAMILY WELFARE, DISPUR, GUWAHATI-06.

2:THE NATIONAL HEALTH MISSION
REPRESENTED BY THE MISSION DIRECTOR
NATIONAL HEALTH MISSION
ASSAM
SAIKIA COMMERCIAL COMPLEX
G.S. ROAD
SRINAGAR PATH
CHRISTIAN BASTI
GHY-781005.

3:NATIONAL RURAL HEALTH MISSION
ASSAM
REPRESENTED BY THE EXECUTIVE DIRECTOR
DY. SECY. HEALTH AND FAMILY WELFARE DEPARTMENT
GOVERNMENT OF ASSAM
HOUSE NO. 16
JANA PATH
OPPOSITE KENDRIYA VIDYALAYA
KHANAPARA
GHY-22.

4:DISTRICT HEALTH SOCIETY
REPRESENTED BY THE JOINT DIRECTOR OF HEALTH SERVICES CUM MEMBER SECRETARY
DISTRICT HEALTH SOCIETY
SRIBHUMI
HOSPITAL ROAD
SRIBHUMI

Advocate for the Petitioner : MR M J QUADIR, MR. A K HANNAN

Advocate for the Respondent : SC, HEALTH, SC, NHM

BEFORE
HONOURABLE MR. JUSTICE SANJAY KUMAR MEDHI

For the petitioner	**:**	**Shri M.J. Quadir, Advocate.**
For the respondents	**:**	**Ms. A. Bora, SC, NHM.**
Date on which judgment is Reserved.	**:**	**NA**
Date of pronouncement of Judgment.	**:**	**03.11.2026.**
Whether the pronouncement is of the operative part of the judgment?	**:**	**NA.**
Whether the full judgment has been pronounced?	**:**	**Yes.**

JUDGMENT & ORDER (Oral)

An order dated 27.07.2025 by which the services of the petition as a Block Data Manager (Contractual) has been terminated is the subject matter of challenge in the present petition instituted under Article 226 of the Constitution of India.

2. Before going to the issues involved, it would be convenient, if the facts of the case are recorded in brief.

3. The petitioner was appointed after the selection process as a Block Data Manager on contractual basis under the National Rural Health Mission, Assam, on 25.05.2012. Such appointment was for a period of six months which was extended from time to time.On 24.01.2019, the petitioner was released from his initial place of posting and was posted in the Sorojini PHC, Hailakandi. In the meantime, the NHM had issued a notification dated 07.09.2023, whereby the exit age of contractual employees was fixed at 70 years, with a further stipulation that for employees crossing the age of 65 years, there would be periodic evaluation.On 04.06.2025, an FIR was lodged alleging that the petitioner had posted communal materials in his Facebook account. On the basis of the same, on 05.06.2025, the petitioner was arrested, and he was ultimately granted bail on 27.08.2025.In the meantime, on 27.07.2025, the petitioner was terminated from service. It is on the same date, i.e., 27.07.2025, that the charge sheet was submitted in the criminal case. It is the legality and validity of the order of termination dated 27.07.2025 which is the subject matter of challenge, as indicated above.

4. I have heard Shri M.J. Quadir, learned counsel for the petitioner. I have also heard Ms. A. Bora, learned standing counsel, NHM.

5. Shri Quadir, learned counsel for the petitioner has submitted that though the

appointment of the petitioner was contractual in nature, it was preceded by a duly conducted selection process. He has also submitted that the initial appointment, though was for 6 months, the same was extended from time to time, and for all practical purposes, the petitioner was regarded as a permanent employee.He has submitted that the aforesaid stand gets fortified by the communication dated 07.09.2023, whereby an exit age of contractual employees was also stipulated at 70 years.

6. The learned counsel for the petitioner has submitted that the impugned order of termination is *ex facie* a stigmatic one. It is submitted that though Clause 9 of the Terms of Contract has been taken recourse to, the order of termination is on the basis of the petitioner being arrested in the criminal case on the charge of sharing anti-national video in his personal Facebook account. He has submitted that in the criminal case, an order has been passed on 27.08.2025 by the learned Special Judge, whereby further proceedings have been stopped as no sanction, as required under the law, was obtained and there is no progress now.

7. The learned counsel for the petitioner has submitted that irrespective of the nature of the appointment, when the termination is on the basis of certain allegations and there is a stigma attached, there is a necessity to give the petitioner a fair opportunity to defend. He submits that principles of natural justice are ingrained in an employment, and in case of any termination, such principles have to be mandatorily followed. In support of his submission, the learned counsel has relied upon various decisions, including a decision passed by the Hon'ble Division Bench in the case of ***State of Assam v. Partha Pratim Saikia*** [WA 256/2025 disposed of on 28.08.2025]. In the aforesaid case, the State had preferred an appeal against an order of the learned Single Judge who had interfered with an order of termination of a contractual employee, as no opportunity was granted to him and such termination was stigmatic

in nature. The learned Single Judge had, however, given liberty to the employer to take steps in accordance with law by giving an opportunity to the contractual employee. The Hon'ble Division Bench had dismissed the appeal and had endorsed the views of the learned Single Judge. For ready reference, the relevant observations are extracted herein below:

> "*10. After having heard the learned Advocates for the parties, we are of the considered view that even in contractual employment, if the order of termination is stigmatic, it has to be preceded by a show-cause notice, or else it would be bad in the eyes of law. If the service of a contractual employee is terminated on account of any misconduct and that also without holding any regular enquiry or affording any opportunity of hearing to him, the show-cause notice to him is a must.*
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> …
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> *12. Even otherwise, we find that by the judgment impugned in the present appeal, the learned Single Judge, though has set aside the order of termination and has directed for reinstatement of the respondent in service within 3(three) weeks from the date of passing of the order, but he has made it only subject to the decision of the State to proceed against the respondent afresh after complying with due process of law, including adherence to the principle of natural justice; in which event it would be open for the State to take further consequential action in the matter, as may be deemed fit and proper under the law.*"

8. The learned counsel has accordingly submitted that in terms of views expressed by the Hon'ble Division Bench as well as in the other cases referred, interference of this Court would be called for with the impugned order.

9. *Per contra*, Ms. Bora, the learned Standing Counsel, NHM has submitted that the appointment of the petitioner was contractual in nature and was limited by time which was extended from time to time. She has submitted that the termination is as per Clause 9 of the Terms of Contract, which is specifically mentioned in the impugned order. She has submitted that such term being an agreed one, the petitioner would not have the *locus* to challenge the order of termination.

10. In his reply, the learned counsel for the petitioner has submitted that a clause in the agreement for permitting termination cannot be read in isolation and has to be read in consonance with the principles of natural justice. In this regard, he has relied upon the case of ***Dharmeshwar Baishya v. State of Assam& Ors.***, reported in **2004 (2) GLT 253**. In the said case, this Court had dealt with a similar circumstance and had made a detailed discussion by referring to the various case laws, including the case of the Hon'ble Supreme Court. For ready reference, the relevant observations are extracted herein below:

> " *(14) The order of termination of the services of the petitioner on the face of it is innocuous, However, from the revealation made in the affidavit in opposition there is no manner of doubt that the services of the petitioner was dispensed with on the ground of alleged misconduct. Such misconduct was attributed to the petitioner on the basis of an enquiry conducted behind his back. The said enquiry, and the report thereof were the foundation for termination of services of the petitioner. Clause (12) of the Contract cannot give the respondents unbriddled power. The application of principle of natural justice that no man should be condemned unheard intends to prevent the Authority from acting arbitrarily effecting the rights of the concerned person. No decision must be taken which will-affect the right of any person without his/her first being informed of the case and giving him/her an opportunity of putting his/her case involving civil consequences and must be made as per rules of natural justice.*"

11. The rival submissions advanced at the Bar have been duly considered and the materials placed before this Court,including the case laws, have been carefully perused.

12. A perusal of the impugned order dated 27.07.2025 would show that the basis of the termination is the allegation against the petitioner of being involved in sharing an anti-national video from his personal Facebook account in which, he was also arrested in the connected criminal case. There is a clear stipulation that the aforesaid action of

the petitioner is "in violation of the ethical standards and service norms under the National Health Mission, Assam and such misconduct is unacceptable and detrimental to the integrity and reputation of the organization". It clearly appears that the order of termination is stigmatic in nature and, therefore, it was incumbent on the part of the employer to give the petitioner an opportunity to defend himself which, admittedly, has not been done. As narrated above, the termination order was issued on 27.07.2025 when the petitioner was still in custody, and he was released on bail only on 27.08.2025.

13. The Hon'ble Division Bench in the aforesaid case of ***Partha Pratim Saikia*** (*supra*) has endorsed the view of the learned Single Judge, who had interfered in a similar matter of termination of service of a contractual employee which was stigmatic in nature. The Hon'ble Division Bench has also endorsed the observations whereby liberty was granted to the employer to proceed against the incumbent afresh by complying with the due process of law.

14. By following the aforesaid principles, this Court is of the view that the petitioner has made out a case for interference. The impugned order dated 27.07.2025 accordingly stands interfered with only on the ground that the petitioner has not been afforded a reasonable and fair opportunity to defend himself. Consequently, the petitioner is directed to be reinstated in service expeditiously and preferably within a period of 1 month from today. Such reinstatement would, however, be subject to the condition that the respondents would be at liberty to proceed against the petitioner in the manner prescribed by law.

15. With the aforesaid observations, the writ petition stands allowed.

16. No order as to costs.

JUDGE

Comparing Assistant