IN THE HIGH COURT OF ORISSA AT CUTTACK
W.P.(C) No. 4143 of 2023
CNR No.ODHCO106582023

Raghunath Dash	.....	***Petitioner***
		Ms. M. Panda Adv.
	-versus-	
Odisha Legislative Assembly, Khurda	`.....	***Opposite Parties***
		*M*r. P.K Nanda, Adv. (for O.P. No.1)

CORAM:
THE HON'BLE MR. JUSTICE BIRAJA PRASANNA SATAPATHY
ORDER
06.11.2026

Order No. 21

1. This matter is taken up through hybrid mode.

2. Heard learned counsel appearing for the parties.

3. The present Writ Petition has been filed inter alia with the following prayer:

> Writ/writs. It is therefore, prayed that this Hon'ble Court may be graciously pleased to issue a order/orders, direction/directions under Article 226 of the Constitution of India and more particularly issue directions and more particularly to issue;
>
> (i) writ of mandamus/certiorari calling upon the Opp. Party to produce relevant records along with returns;
>
> (ii) writ of mandamus/certiorari declaring the order dtd. 16.01.2023 (Annexure-5) as bad, illegal and quash the same;
>
> (iii) writ of mandamus/certiorari directing the Opp. Party to condone the break period of 34

days and counting the 14.07.2004 as entry into service and accordingly modify the gradation list;

(iv) writ of mandamus/certiorari directing the Opp. Parties to consider the entire service period for G.P.F., pension and other service/retirement benefits;

(v) writ of mandamus/certiorari directing the Opp. Party to extend the financial benefits as per RACP and MACP Scheme.

4. Learned counsel appearing for the Petitioner contended that Petitioner was appointed as a Driver on adhoc basis for a period of 41 days vide order dtd.14.07.2004 so issued by the Secretary, Odisha Legislative Assembly under Annexure-1 series. Learned counsel appearing for the Petitioner further contended that while so continuing as a Driver on adhoc basis in terms of order issued on 14.07.2004 under Annexure-1 series, Petitioner was appointed as a Contractual Driver against an existing vacancy vide order dtd.30.06.2006 under Annexure-2 Series. It is further contended that while so continuing as a Contractual Driver in terms of the order issued on 30.06.2006 under Annexure-2 series, Petitioner was absorbed as a regular Driver vide order dtd.15.10.2019 under Annexure-3. It is contended that on being so appointed on regular basis, Petitioner raised a grievance by making a representation before Opp. Party No.1 on 30.04.2021 under Annexure-4 series with the following prayer:

1. That my first appointment was made on Driver as adhoc basis Odisha Legislative Assembly on piecemeal manner wef. 15.07.2004 to 24.08.2004 and the adhoc period of my service have been extended from time to time 24.11.2004,27.11.2004 to 09.01.2005, 11.01.2005 to 23.02.2005, 25.02.2005 to 8.4.2005. 11.04.2005 to 24.05.2005. 26.05.2005 to 07.07.2005, 11.07.2005 to

23.08.2005, 27.08.2005 to 7.10.2005, 10.10.2005 to 22.11.2005, 24.11.2005 to 6.01.2006,09.01.2006 to 21.02.2006, 23.02.2006 to 07.04.2006, 13.04.2006 to 26.05.2006, 29.05.2006 to 27.06.2006.

2. Subsequently I was allowed to continue as Driver on Contractual basis with a consolidated pav w.e.f. 03.07.2006 up to 15.10.2019 on yearly renewal basis.

3. My service has been regularized in the above said post on 15.10.2019 in the scale of pay of Level-4 with usual D.A. and other allowances as admissible from time to time.

I therefore pray before you that the following service benefits may be extended in my favour for which I shall be ever grateful to you.

1. The break period of adhoc service in the post of Driver may be condoned.

2. The Annual increment, RACP and MACP and other all service benefits may be sanctioned in my favour after condonation of the break period taking into account the date of entry into Government Service.

3. Opening of G.P.F account.

4.1. It is contended that such a claim of the Petitioner was rejected without proper appreciation vide the impugned order dtd.16.01.2023 under Annexure-5. While assailing the impugned order, learned counsel appearing for the Petitioner contended that since similarly situated adhoc employees, more particularly; Opp. Party Nos.4 & 5 were regularised from the date they were engaged on adhoc basis by condoning the break period of service in their cases, Petitioner since continued as an adhoc Driver in terms of order dtd.14.07.2004, by condoning the break period of service, Petitioner should have been extended in favour of Opp. Party Nos.4 & 5. But without proper appreciation of his claim vis-à-vis Opp party Nos.4 & 5, claim of the Petitioner was rejected vide the impugned order dtd.16.01.2023 under

Annexure-5. It is accordingly contended that since period of service rendered on adhoc basis has been treated as qualifying service in the case of Opp. Party Nos.4 & 5 by condoning the delay of such break in engagement, in terms of order passed by the Opp. Party No.1 on 26.04.2021 under Annexures-6,7 & 8, Petitioner being similarly situated, could not have been discriminated, with rejection of his claim vide the impugned order. It is accordingly contended that with quashing of the impugned order, Opp. Party o.1 be directed to extend similar benefit as has been extended in favour of Opp. Party Nos.4 & 5 vide orders issued under Annexures-6 to 8. An alternate prayer was also made to direct Opp. Party No.1 to regularise the services of the Petitioner on completion of 6 years of continuance as a Contractual Driver in terms of G.A. Department Resolution dtd.17.09.2013 with all consequential service and financial benefits.

5. Mr. P.K. Nanda, learned Counsel appearing for Opp. Party No.1 on the other hand while supporting the impugned order made his submission basing on the counter affidavit so filed. It is first of all contended that Petitioner is not similarly situated as like Opp. Party Nos.4 & 5, as Petitioner was never appointed by facing any recruitment process, while Opp. Party Nos.4 & 5, were appointed on adhoc basis by facing due recruitment process. It is accordingly contended that since Petitioner never faced any recruitment process, prior to his appointment on adhoc basis vide order dtd.14.07.2004 under Annexure-1 series, claim of the Petitioner that he is similarly situated as like Opp. Party Nos.4 & 5 cannot be accepted.

5.1. It is further contended that Petitioner was suo moto appointed as per the wish of the then Speaker of the Assembly on co-terminus basis with the issuance of the order in his favour on 14.07.2004 under Annexure-1 series. It is further contended that since Petitioner was appointed on adhoc basis and continued as such, initially he was appointed on contractual basis vide order dtd.30.06.2006 under Annexure-2 series and thereafter he was absorbed as a regular Driver vide order dtd.15.10.2019 under Annexure-3. It is contended that since Petitioner was never appointed by facing any recruitment process and Opp. Party No.1 suo moto appointed him initially on contractual basis an thereafter absorbed him as a regular Driver with issuance of order dtd.15.10.2019 under Annexure-3, Petitioner is not eligible to get any further benefit, which has been rightly rejected vide the impugned order dtd.16.01.2023 under Annexure-5. It is also contended that Petitioner was so regularised even though he never raised any such claim and Opp. Party No.1 while implementing the orders passed by this Court in a batch of Writ Petitions thought it proper to regularise the Petitioner in his services.

5.2. Making all these submission, Mr. P.K. Nanda, learned counsel appearing for Opp. Party No.1 contended that Petitioner is not eligible and entitled to get any further benefit as prayed for and the Writ Petition is liable for dismissal.

6. Having heard learned counsel for the parties sand considering the submission made, it is found that Petitioner was appointed as a adhoc Driver vide order dtd.14.07.2004

under Annexure-1 series so issued by Opp party No.1. As further found, Petitioner was appointed as a Contractual Driver vide order dtd.30.06.2006 under Annexure-2 series and while so continuing, he was absorbed as a regular Driver vide order dtd.15.10.2019 under Annexure-3. As found from the order under Annexure-3, it has been admitted that Petitioner was appointed as a Driver on contractual basis against a regular vacancy in the establishment of Opp. Party No.1.

6.1. In view of such stand taken in the order of absorption, this Court is of the view that since Petitioner was allowed to continue as a Contractual Driver against a regular vacancy vide order dtd.30.06.2006 and subsequently absorbed vide order dtd.15.10.2019, claim of the Petitioner to get the benefit of regularisation on completion of 6 years of continuous engagement as a contractual Driver in terms of the G.A. Department resolution dtd.17.09.2013, requires a fresh consideration.

6.2. Therefore, this Court while not interfering with the impugned order for the present, direct Opp. Party No.1 to take a fresh decision as to whether Petitioner is eligible and entitled to get the benefit of absorption after completion of 6 years of contractual service in terms of G.A. Department resolution dtd.17.09.2013. This Court directs Opp. Party No.1 to pass a fresh order within a period of 3 (three) months from the date of receipt of this order. However, this Court is not inclined to accept the contention raised by the learned counsel appearing for the Petitioner that he is similarly

situated as like Opp. Party Nos.4 & 5 and submission in that regard is rejected.

7. With the aforesaid observation and direction, the Writ Petition stands disposed of.

(Biraja Prasanna Satapathy)
Judge

sangita

Signature Not Verified
Digitally Signed
Signed by: SANGITA PATRA
Reason: authentication of order
Location: high court of orissa, cuttack
Date: 11-Nov-2026 16:36:01