



IN THE HIGH COURT OF JUDICATURE AT BOMBAY

BENCH AT AURANGABAD

WRIT PETITION NO.10927 OF 2025

Pramod Vikram Rathod,
Age-38 years, Occu:Nil,
R/o-Shivleela Bhavan,
House No.239, Brahman Galli,
Ward No.12, Taluka-Mahur,
District-Nanded.

...PETITIONER

VERSUS

- 1) The State of Maharashtra,
Through its Chief Executive Officer (CEO),
UMED-Maharashtra State Rural Livelihood
Mission (MSRLM), 5th Floor, CIDCO Bhavan
(South Wing), CBD Belapur, Navi Mumbai,
- 2) Chief Executive Officer (CEO),
Jilha Parishad (ZP), Nanded,
- 3) Project Director (PD),
District Rural Development Agency,
Nanded,
- 4) District Mission Manager (DMM),
Maharashtra State Rural District Mission,
Management Unit, Nanded.

...RESPONDENTS

...
Mr. Abid R. Shaikh Advocate for Petitioner.
Ms. Neha B. Kamble, A.G.P. for Resp. No.1.
Mr. S.B. Pulkundwar Advocate for Resp. No.2.
...

**CORAM: SMT. VIBHA KANKANWADI AND
HITEN S. VENEGAVKAR, JJ.**

DATE : 17th JANUARY, 2026

ORDER [PER HITEN S. VENEGAVKAR, J.] :

1. By way of present Petition, the petitioner has prayed for direction to respondent No.1 to re-employ the petitioner as Block Manage-Finance Inclusion, Job Placement and Skill Development under Maharashtra State Rural Livelihood Mission (MSRLM). The petitioner alternatively prayed for appropriate directions to the respondents to give the first preference to the petitioner in any future recruitment process for similar posts, considering his past services, experience and expertise. The petitioner also seeks declaration that the action of the respondents in discontinuing the petitioner from service without following due process of law as illegal, arbitrary and violative of fundamental rights. The petitioner further prays for direction to the respondents to release the pending salary and lawful dues for the period he rendered services.

2. It is the case of the petitioner that he came to be appointed as Block Coordinator by the Chief Executive Officer, Zilla Parishad, Nanded on contractual basis for eleven months on

24th March 2015, initially and thereafter respondent No.2 has renewed the contract of the petitioner and extended the tenure from time to time till 23rd April 2023. The petitioner further states that though he was relieved initially on 23rd April 2018, still taking into consideration the services he has rendered, respondent No.2 issued fresh appointment letter and appointed the petitioner as Block Manager – Financial Inclusion, Job Placement and Skill Development with Maharashtra State Rural Livelihood Mission for the period of eleven months. After the said period of eleven months expired, the petitioner again made representation for renewal of his contract on 22nd March 2019, which came to be renewed under the Livelihood Mission for eleven months period from 26th March 2019. Subsequently respondent No.1, upon taking into consideration the performance of the petitioner, started issuing appointment orders for the period of three-three months up till 1st February 2023. Subsequently, the contract of the petitioner has not been renewed and therefore, he has approached this Court.

3. Learned Advocate for the petitioner submits that the petitioner's termination of employment contract has been unilateral and neither any hearing was given to the petitioner nor

any process was followed by respondent No.2. According to him, it is violative of principles of natural justice and therefore, the petitioner is entitled for re-employment. He further argues that the petitioner has rendered the services at least for eight years during his prime age and therefore, it is the primary duty of the State authorities to consider his candidature for employment with respondent No.2.

4. Heard learned AGP appearing for respondent No.1 and learned Advocate Mr. Pulkundwar appearing for respondent No.2 Zilla Parishad, Nanded.

5. Learned AGP argues that the employment of the petitioner, throughout the period, was on contract basis and the petitioner was well aware of the nature of his employment being temporary. Merely because the contract has been renewed from time to time, it does not repose any statutory right in the petitioner to claim continuous employment with respondent Nos.3 and 4.

6. Learned Advocate appearing for respondent Nos. 2 and 3 argues on the similar line and prays for dismissal of the Petition.

7. We have heard both the sides and also perused the documents that have been placed on record. The appointment letters issued by respondents from time to time to the petitioner, clearly demonstrates that the petitioner's services were engaged on contract basis for a specified period. His services have been continued from time to time but there is absolutely no promise of employment, indefinitely to the petitioner. Thus, while accepting the appointment orders from the respondents, the petitioner was well aware that his services were required for a temporary and that too for a particular period and they are not permanent in nature. In accordance with the appointment order which have been issued, there was no necessity to issue separate notice or providing any opportunity of hearing to the petitioner. Therefore, the argument of the petitioner's Advocate that there is violation of principles of natural justice, is absolutely incorrect and unjustified.

8. Secondly, in respect of prayer clause "E", whereby the petitioner has prayed for release of his pending salary and lawful dues, the petitioner points out that there are representations which he has forwarded to the respondents claiming for pending

salary and lawful dues. If such representation is pending and if at all there is any pending salary and lawful dues with the respondents, then the respondents to decide the said representation and pay the dues and pending salary to the petitioner, within a period of FOUR MONTHS from today.

9. In view of the above, the Writ Petition stands disposed of.

[HITEN S. VENEGAVKAR]
JUDGE

[SMT. VIBHA KANKANWADI]
JUDGE

asb/JAN26