

Vikrant Kumar Jaiswal Vs. the State of Jharkhand and ors

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SooperKanoon Citation : sooperkanoon.com/1024708

Court : Jharkhand

Decided On : Aug-20-2013

Appellant : Vikrant Kumar Jaiswal

Respondent : The State of Jharkhand and ors

Judgement :

IN THE HIGH COURT OF JHARKHAND AT RANCH W. P. (S) No. 7591 of 2012
Vikrant Kumar Jaiswal ...Petitioner -Versus- The State of Jharkhand & others
..Respondents --- CORAM : HONBLE MR. JUSTICE APARESH KUMAR SINGH
--- For the Petitioner : Mr. Yogesh Modi, Adv. For the Respondents : Mr. Sumiar Prasad, S.C.I. ---- 04/ 20.8.2013 Heard learned counsel for the parties. The petitioner has sought quashing of Employment Notice no. 1/12 issued by Managing Director, Greater Ranchi Development Agency Limited dated 27th November, 2012, so far as it relates to the appointment of Assistant Project Manger (Administration) in Greater Ranchi Development Agency Limited and further not to proceed with appointment on the said post. He has also sought direction upon the respondents to act in terms of the Advertisement no. 1/2010 and give proper posting to the petitioner and other service emoluments etc. According to the petitioner under Advertisement no. 1/2010 issued by the Greater Ranchi Development Agency Limited, he applied for the post of Assistant Project Manager, (Administration) in G.R.D.A and was selected, after interview. The petitioner thereafter was issued appointment letter on 15th April, 2010, and he also submitted joining on the same date. However, neither any agreement was entered

into between the petitioner and G.R.D.A for contract of service nor the work was allotted to him despite of representations vide Annexures: -6 &7 before the General Manager, G.R.D.A. The other persons were assigned work and are enjoying the benefits, but the petitioner was kept out of job. Now the respondents have chosen to issue another advertisement being employment notice no.1/2010 for the same post as Assistant Project Manager (Administration). The respondents have appeared and filed their counter affidavit. It is their considered stand that as per the terms of the appointment letter issued vide Annexure-4 dated 11th April, 2010, an agreement had to be entered into for the contract of service with G.R.D.A, but no such agreement was however entered into. The appointment was provisional in nature as per the terms and conditions indicated therein and initially for a period of one year, at contractual payment of Rs. 20,000/- per month. The petitioner himself has submitted joining but his joining was not accepted as the matter was being deliberated under the agency. As per 2. the procedure of G.R.D.A., the joining reports were to be approved by the competent authority of G.R.D.A before allowing the candidates to resume their duty physically. The Board in their Board's Agenda Item no. 11/07, held on 16th July, 2011 (Annexure-B) however took a decision to make appointment on limited number of 7 posts keeping into regard the requirement of the agency. The selection pursuant to the exercise undertaken under Advertisement no. 1/10 in respect of other posts was cancelled. The petitioner was also communicated the order of cancellation of the panel vide Annexure-C dated 27th July, 2011. He submits that other persons whose selection was also cancelled was also communicated vide Annexure-4 series. It is submitted on behalf of the learned counsel for the respondents that depending upon the exigency of work of G.R.D.A, the respondents have now issued an advertisement under Employment notice no. 1/12 for various posts, also including the post of Assistant Project Manger (Administration). However, according to the respondents since no agreement had entered into for service and his selection was also cancelled which was communicated to him vide Annexure-C, he does not have any sustainable legal right for issuance of any writ of mandamus to direct the respondents to award him the work pursuant to his selection under Advertisement no. 1/10. I have heard learned counsel for the parties and gone through the materials on record. Under Advertisement no. 1/10

for a number of posts in G.R.D.A Limited on deputation/contractual basis, the petitioner was selected and had been issued appointment letter which is Annexure-4. It appears from perusal of the same that the respondents were required to enter into an agreement of contract of service with the petitioner. The engagement on contract basis was initially for a period of one year which was subject to further extension. From 15th April, 2010 i.e. the date of provisional appointment of the petitioner till it was cancelled vide Annexure-C, dated 27th July, 2011, the petitioner kept on waiting for allotment of work though no work was allotted to him or no salary was paid against any such post. In the meantime, the Board of the Respondent-G.R.D.A took a decision to cancel the panel in the exigency that a number of posts were not required at the relevant point of time as per its resolution dated 16th July, 2011 (Annexure-B). The said cancellation of the panel under which the petitioner was selected vide Annexure-C is not under challenge in the 3. present writ application. The term of engagement even as per the appointment letter dated 11th April, 2010 was for a period of one year which expired long before and no contract of service was entered into with the petitioner as such. In such circumstances therefore in the matter of such engagement apparently on contractual basis, the petitioner at this stage has failed to make out any legal right to enforce the said engagement by seeking issuance of any writ of mandamus or direction upon the respondents. Even otherwise the agency like G.R.D.A which has to execute the work from time to time, is entitled to take decision as per the resolution passed by its Board in the exigency of work whether to undertake fresh engagement/recruitment or to discontinue any such contractual engagement of the person. In the present case, there was no contractual agreement with the petitioner as such after issuance of appointment letter vide Annexure-4 and that too which had a life of one year only. In the totality of the facts and circumstances and the reasons indicated above, the petitioner had failed to make out a case for interference in the writ application, which is accordingly dismissed. The petitioner, if so advised, may have liberty to seek any other reliefs against the concerned respondent. (Aparesh Kumar Singh, J) jk