

Raj Kumar Singh Vs. Ranchi Regional Development Authority Through Its Vice-chairman and ors.

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Court : Jharkhand

Decided On : Jul-18-2007

Reported in : [2008(1)JCR265(Jhr)]

Judge : N.N. Tiwari, J.

Appellant : Raj Kumar Singh

Respondent : Ranchi Regional Development Authority Through Its Vice-chairman and ors.

Advocate for Pet/Ap. : Mr. Rajiv Ranjan

Disposition : Petition allowed

Judgement :

ORDER

N.N. Tiwari, J.

1. In this writ petition the petitioner has prayed for quashing the Office Order No. 17/06 issued by Memo No. 181 dated 2.3.2006 whereby the petitioner's contractual appointment to the post of Law Officer in Ranchi Regional Development Authority (R.R.D.A.) for the period from 1.1.2006 to 31.12.2006 has

been terminated. The grievance of the petitioner is that before expiry of the said period of contract the petitioner was surprisingly and suddenly sought to be terminated by the impugned order without giving him any prior notice or opportunity of hearing.

2. The only ground raised by learned Counsel for the petitioner is that when the petitioner was given contractual appointment for the period from 1.1.2006 to 31.12.2006 or until the regular appointment of the Law Officer, the petitioner's sudden termination without giving him any prior notice and opportunity of hearing is wholly arbitrary, unfair and without jurisdiction. It has been submitted that the impugned order is, thus, vitiated being violative of the principles of natural justice.

3. Learned Counsel appearing on behalf of the R.R.D.A., on the other hand, submitted that since the petitioner was given appointment on contract basis by virtue of the order being Memo No. 21 dated 10.1.2006 as contained in Annexure-20, the same has been subsequently reviewed and the impugned order has been passed. It has been submitted that for the said contractual appointment of the petitioner, no notice was required to be served on the petitioner before terminating his appointment and the impugned order is not bad and illegal.

4. The admitted position is that the petitioner was appointed on contract basis for the first time in January 2006 and subsequently by different orders he was allowed to work with breakage. By Memo No. 21 dated 10.1.2006, the R.R.D.A. through its Vice-chairman issued an Office Order No. 2/06 whereby the petitioner was appointed as Law Officer for the period from 1.1.2006 to 31.12.2006. The petitioner had joined and was working on the said post. Since the contract was till 31.12.2006, it was legitimate expectation of the petitioner that he will be allowed to continue till 31.12.2006. Indeed, the sudden termination of the petitioner has visited him with civil consequences. It is now well established that any action of the State or its instrumentality must be fair, bona fide and equitable and that the petitioner cannot be put to suffer any civil consequence without complying with the principles of natural justice and without giving him any prior notice and opportunity of hearing before issuing the impugned order of his termination.

5. Learned Counsel appearing on behalf of the respondents fairly admitted that no notice or opportunity of hearing was given to the petitioner before issuing the impugned order of termination. The respondents-Ranchi Regional Development Authority is an instrumentality of the State and as such it is expected to act fairly and bona fide. The respondents have suddenly issued the order of petitioner's termination without giving him any prior notice or opportunity of hearing. The impugned order is, thus, vitiated on account of violation of the principles of natural justice and is non est and the same is, hereby, quashed. This writ petition is allowed.

6. Mr. Rajiv Ranjan, learned Counsel for the petitioner, submitted that by the said illegal order the petitioner was not allowed to work and discharge his duty and since the contract period is over, he will not be reinstated. But he is entitled for the fixed remuneration, which he was getting for the said contract, for the said period. Learned Counsel relied on a decision of a Division Bench of this Court rendered in *Mazharul Haque and Ors. v. State of Jharkhand and Ors.* reported in and submitted that in the similar circumstance the persons, whose services were terminated before the period of contract, were allowed the wages of the period and as such on the same principle the petitioner is also entitled to get his remuneration for the period of contract.

7. Learned Counsel appearing on behalf of the R.R.D.A. has not disputed the said legal position.

8. Considering the above, this writ petition is allowed directing the respondents-R.R.D.A. to pay the arrears of remuneration to the petitioner for the period of contract within a period of two months from the date of receipt/production of a copy of this order.