

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.19611 of 2015

=====

SATYENDRA KUMAR SINHA, SONM OF LATE BISHWA NATH PRASAD, RESIDENT OF
GOPALBAD, POLICE STATION SARMERA, DISTRICT NALANDA

.... Petitioner

Versus

1. BIHAR STATE BUILDING CONSTRUCTION CORPORATION LTD, PATNA
 2. THE MANAGING DIRECTOR, BIHAR STATE BUILDING CONSTRUCTION CORPORATION LTD. PATNA
 3. THE CHAIRMAN, BIHAR STATE BUILDING CONSTRUCTION CORPORATION LTD. PATNA
 4. THE GENERAL MANAGER, ADMINISTRATION, BIHAR STATE BUILDING CONSTRUCTION CORPORATION LTD. PATNA
- Respondents
- =====

Appearance :

For the Petitioner : Mr. Uday Chand Prasad, Advocate

For the Respondents : Mr. Teg Bahadur Singh, Sr. Advocate
Mr. Brisketu S. Pandey, Advocate

=====

CORAM: HONOURABLE MR. JUSTICE MADHURESH PRASAD

ORAL JUDGMENT

Date: 14-03-2018

Heard learned counsel for the petitioner as well as learned senior counsel for the respondent corporation.

2. The petitioner has prayed for quashing order contained in Memo no. 3635 dated 1.12.2015 (Annexure 18), issued by the General Manager (Administration), Bihar State Building Construction Corporation ltd., Patna (respondent no.4), by which the Corporation directed to remove the petitioner from the post of Assistant General Manager (Technical), Jehanabad vide Letter no. 2024 dated 2.7.2015.

3. Brief facts giving rise to the writ petition is that on the ground of some dereliction in duty, contractual appointment of the petitioner to the post of the Assistant General Manager (Technical),



Jehanabad was brought to an end with immediate effect under order dated 2.7.2015 (Annexure 12), issued by the General Manager (Administration) of the Corporation.

4. Pursuant to advertisement (Annexure 4), the petitioner was provisionally selected for the post of Assistant General Manager (Technical) vide letter dated 11.4.2015 (Annexure 5) and was appointed on contractual basis at Jehanabad for a year vide Office order no. 28/2015 dated 14.4.2015, which period was to lapse in April, 2016 itself. It appears from Annexure 15, which is order dated 16.10.2015, passed in C.W.J.C.No. 14720 of 2015, that petitioner had challenged his termination order dated 2.7.2015 (Annexure 12) on the ground that the same had been issued without following the Principle of Natural Justice, inasmuch as cryptic and non speaking order has been passed without showing any consideration on his show cause. This Court, while disposing of the writ petition dated 16.10.2015 had specifically quashed order dated 2.7.2015 on the ground of violation of Principle of Natural Justice and directed that the petitioner shall be entitled for being taken back in service. Liberty was granted to the respondent Corporation to pass a fresh order on the show cause reply already filed by the petitioner and take a decision strictly in accordance with law. As regards the benefits consequent upon such setting aside order of



termination, the Court observed that the payment of salary for the interregnum period shall also abide by the decision to be taken on the show cause reply of the petitioner.

5. Learned counsel for the petitioner submits that the order dated 1.12.2015 (Annexure 18), which has been challenged in the instant writ petition, is contemptuous in view of order of this Court dated 16.10.2015, passed in C.W.J.C.No. 14720 of 2015, as the respondent Corporation did not take the petitioner back in service before passing order dated 1.12.2015.

6. In reply, learned Senior counsel appearing for the Corporation refers to its reply submitted in the MJC No. 1252 of 2017, filed by the petitioner for non compliance of order dated 16.10.2015, which was disposed of vide order dated 1.12.2017.

Relevant extract of the order is reproduced for easy reference: -

“Soon after the order of quashing of the order of termination was passed, the opposite parties took steps to consider the show-cause of the petitioner as directed in the order and have passed the order dated 01.12.2015. Thus, it cannot be said that only because the petitioner had not been permitted to join would, their actions would be squarely contemptuous as no useful purpose would have served by bringing him back in service for a period of only one month.”

7. Other point raised by the petitioner is that in light of Clause 10 of the Agreement dated 14.4.2015, contained in Annexure 9, petitioner could not have been removed from service



without one month prior notice or payment of one month salary in advance, which has not been complied with in the instant case. Another submission on behalf of the petitioner is that the termination order dated 2.7.2015 (Annexure 12), passed by the respondent Corporation is non speaking and without considering the show cause. As the said order has already been set aside by this Court in earlier proceedings, the stand of the petitioner in this regard is unsustainable. So far as the submission regarding one month prior notice or payment of one month salary in lieu of said notice, this Court finds the petitioner had been removed from the contractual service of the respondent Corporation on the basis of some charges on consideration of show cause reply in compliance of order dated 16.10.2015, passed in C.W.J.C.No. 14720/2015. No such prayer had been made by the petitioner in the said writ petition which is evident from order dated 16.10.2015, which has been passed on consideration of entire defence of the petitioner.

8. There is substantive compliance of the order dated 16.10.2015 as well as compliance of Principle of Natural Justice inasmuch as the reason which were not there in the order dated 2.7.2015 have elaborately been assigned in the impugned order dated 1.12.2015. The order dated 1.12.2015 bringing to an end the contractual appointment of the petitioner, is a well considered order



and in compliance with the Principles of Natural Justice and fair play.

9. As of today, the petitioner, by any stretch of imagination, is not entitled to reinstatement in service, as his service was contractual in nature specifically for a year, which has lapsed in 2016 itself. Even otherwise, this Court finds no infirmity in the order dated 1.12.2015 (Annexure 18), which is a well considered speaking order, passed by the respondent Corporation in compliance of order dated 16.10.2015, passed by this Court in C.W.J.C.No. 14720 of 2015.

10. The writ petition is accordingly dismissed.

(Madhuresh Prasad, J)

Shashi.

AFR/NAFR	
CAV DATE	NA
Uploading Date	20.3.2018
Transmission Date	NA

