

**IN THE HIGH COURT OF HIMACHAL PRADESH,
SHIMLA.**

CWP (T) No. 9555/2008

Decided on:31.3.2011

Ravi Kumar Sharma.

...Petitioner.

Versus

State of Himachal Pradesh and others.

...Respondents.

Coram:

Hon'ble Mr. Justice Rajiv Sharma, Judge.

Whether approved for reporting?¹ No

**For the petitioner : Ms. Kiran Dhiman, Advocate vice
Mr. Onkar Jairath, Advocate.**

**For the Respondents: Mr. Anshul Bansal, Addl. A.G. with Mr. Vikas
Rathore, Dy. A.G. and Mr. R.P. Singh, Asstt.
A.G. for respondents No. 1 to 3.**

None for respondents No. 4 and 5.

Justice Rajiv Sharma, Judge (oral).

The State Government, vide notification dated 21.10.2000, has framed a scheme to engage technical staff in Gram Panchayats. The aim of the scheme is to provide technical help to the Panchayats for execution of developmental works. The technical persons to be recruited are to be designated as '**Takniki Sahayak**' on the

¹ Whether reporters of the local papers may be allowed to see the judgment?

honorarium of ₹ 1200/- per month. The Gram Panchayat is the appointing authority of Takniki Sahayak and the selection procedure has been provided in the scheme. It is stipulated in the scheme that if Takniki Sahayak is found to be indulging in unfair practice or his/her performance is not satisfactory, the Appointing Committee shall be authorized to terminate contract after giving one month notice. In the instant case, petitioner was selected as Takniki Sahayak in Panchayats Circle, Nandan. His services were terminated vide Annexure R-III after giving him one month notice. Petitioner has assailed his termination and non-renewal of the contract.

2. Ms. Kiran Dhiman has strenuously argued that petitioner's services could not be terminated without holding regular inquiry. She has further contended that contract of the petitioner was required to be renewed by the concerned Panchayats Circle.

3. Mr. Anshul Bansal has vehemently argued that since the work of the petitioner was not satisfactory, he was served with a show cause notice on 18.3.2002 and after considering his reply, the concerned Panchayats Circle decided to terminate his services, as per the terms and conditions of the contract.

4. I have heard the learned counsel for the parties and have perused the pleadings carefully.

5. Petitioner was appointed as Takniki Sahayak on 9.7.2001. Clause 4 of the agreement provides that the concerned Panchayat can review the contract period, if it has sufficient funds for paying the honorarium and it is satisfied from the performance of the concerned Takniki Sahayak. It is also stipulated in clause 6 of the agreement that if it is found that Takiniki Sahayak is not discharging his duties satisfactorily, the Committee can terminate his services by giving one month notice. Similarly, clause 7 of the notification dated 21.10.2000 provides that if Takniki Sahayak is found to be indulging in unfair practices or his/her performance is not satisfactory, the appointing committee can terminate his services after giving one month notice. In the case in hand, petitioner was served with a show cause notice on 18.3.2002, to which he filed the reply on 3.4.2002. Thereafter, the Appointing Committee terminated the services of the petitioner after serving one month notice vide resolution dated 9.4.2002. Petitioner has no indefeasible right to get his contract renewed. The renewal of the contract was dependant on the performance of the petitioner. Petitioner's performance was not found satisfactory by the competent

authority, which led to issuance of show cause notice dated 18.3.2002, to which he filed the reply, as noticed above. The competent authority did not find the reply filed by the petitioner satisfactory. It is in these circumstances, the services of the petitioner were terminated. The only requirement, as per the agreement and notification dated 21.10.2000 is that the persons shall be given one month's notice. This condition has been complied with. Moreover, the petitioner has also been afforded an opportunity of being heard before the decision was taken to terminate his services.

6. Accordingly, in view of the observations and discussions made hereinabove, there is no merit in the petition and the same is dismissed. No costs.

**(Justice Rajiv Sharma),
Judge.**

31.3.2011
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