

HIGH COURT OF MEGHALAYA
AT SHILLONG

WP(C) No. 294 of 2018

Date of Decision: 29.08.2018

Shri Liton Roy Muktieh Vs. State of Meghalaya & Ors.

Coram:

Hon'ble Mr. Justice Mohammad Yaqoob Mir, Chief Justice

Appearance:

For the Petitioner(s) : Mr. N. Syngkon, Adv. with
Ms. L. Phanjom, Adv.

For the Respondent(s) : Mr. S. Sen, Adv. (For R 1)
Mr. N. Mozika, Adv. (For R 2)

i) Whether approved for reporting in Law journals etc.: Yes/No

ii) Whether approved for publication in press: Yes/No

ORAL

1) The petitioner was engaged as Casual Jugali on daily wage basis as per the Minimum Wage Act @ Rs. 70/- (Rupees Seventy only) for a period of 60 days by respondent No. 2 which was earlier known as MeSEB. It is the contention of petitioner that he has been continued in the said arrangement till date, means for the last 12 years with regular one day break. The respondents Corporation now in the year 2018 has issued notification dated 27th July, 2018 notifying that in pursuance to the Resolution No. 4 (1) dated 23.09.2017 passed by Board of Directors of the Corporation all Casual Workers engaged under MeECL and its subsidiary Company i.e. MePTCL, MePDCL and MePGCL are henceforth to be engaged on Contract Basis for a period of one year after duly executing the Contract Agreement appended as Annexure-1 which will come into effect from 31st August, 2018. It is also notified that with the implementation of the said resolution the Corporation shall no longer engage any casual worker.

2) Learned counsel for respondents Corporation has pointed out that engagement on contract basis is for better interest of the casual employees. It is in the same background, in view of an understanding between the Corporation and the Workers Union of the Corporation, Board of Directors passed resolution providing engagement on contract basis so as to extend certain benefits to said class of workers.

3) Learned counsel for petitioner would contend that engagement on contract basis for a period of one year will have effect of disengaging the petitioner but this submission is without substance because going by the original order the petitioner was engaged only for a period of 60 days but has been continued till date with regular one day break. Learned counsel for petitioner could not show as to which of the vested right got violated, no rule is in place for providing any special concession or scheme for regularization in favour of casual employees. Once a person is engaged on contract basis and continued for longer time he may be entitled to benefit of the scheme as and when same is contemplated. As on date no enforceable right or any right is getting infringed by the impugned notification, therefore no scope for invoking writ jurisdiction under Article 226 of the Constitution.

4) The apprehension of petitioner that signing of the Agreement for a period of one year may in long run result in exclusion same has been taken care of by the submission of learned counsel for respondents to the effect that engagement on contract basis is for better interests of the petitioner and other similarly situated persons. Petitioner was engaged for a period of 60 days has been continued which itself shows what has been the intention of the Corporation. No plausible ground has been projected so as to persuade the Court to entertain the petition as to prevent defeat of any enforceable right.

5) For the stated reasons this petition at threshold stage shall accordingly stands disposed of.

(Mohammad Yaqoob Mir)
Chief Justice

Meghalaya
29.08.2018
"V. Lyndem PS"