

GAHC010106292011



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C) 754/2011

1:MOHANLAL SAHU
S/O SRI SARABJIT SAHU, R/O VILL. GOHAINBARI GAON P.O. BOKAKHAT,
DIST GOLAGHAT, ASSAM

VERSUS

1:NATIONAL RURAL HEALTH MISSION, ASSAM and ORS.
REP.BY THE MISSION DIRECTOR, NRHM, ASSAM, HOUSE NO. 16, JANA
PATH, OPP. KENDRIYA VIDYALAYA, KHANAPARA, GHY-22

2:THE EXECUTIVE DIRECTOR
NATIONAL RURAL HEALTH MISSION
ASSAM
HOUSE NO. 16
JANA PATH
OPP. KENDRIYA VIDYALAYA
KHANAPARA
GHY-22

3:THE MEMBER SECY
DIST HEALTH SOCIETY
GOLAGHAT
DIST GOLAGHAT
ASSAM

4:THE STATE OF ASSAM
REP. BY THE COMMISSIONER NAD SECY. TO THE GOVT. OF ASSAM
HEALTH AND FAMILY WELFARE DEPTT
DISPUR GHY-

Advocate for the Petitioner : MR.B C DAS

Advocate for the Respondent : SC, NRHM

**BEFORE
HON'BLE MR. JUSTICE N. KOTISWAR SINGH**

ORDER

Date : 31-01-2019

None appears for the petitioner. Ms. A. Bora, learned counsel appears for the respondent Nos. 1 & 2.

2) The petitioner is a contractual employee who was initially appointed as Block Accounts Manager at Bokakhat PHC under the Central Govt. sponsored project, National Rural Health Mission. As per the terms and conditions, the petitioner had to execute an agreement with the respondent society which was duly executed.

3) According to the petitioner though, he was a contractual employee, the order of termination is ex-facie stigmatic and punitive in nature and, as such, the same is illegal having been issued without offering a prior opportunity of being heard.

4) The state respondent have filed affidavit in contesting the claim of the petitioner. Though, it is admitted by the State respondent that the said termination order had been issued by invoking the terms of the contract, which provides for termination by issuing a notice of thirty (30) days, it was done so after giving an opportunity of being heard.

5) It has been contended that it was found that the petitioner's service was not satisfactory. It has been further contended that though, there was no requirement for hearing the petitioner before his contractual agreement was terminated in the present case, the authorities did in fact issue a show cause notice to explain his irregularities. In response to the same, the petitioner also submitted the explanation, which the authorities did not find satisfactory.

6) Accordingly, it was contended that it is not correct to say that no opportunity was offered to the petitioner before his service was terminated.

7) This Court finds force in the submission made on the part of the respondent that a person who is under contract employment is liable to be terminated in accordance with the terms of the contract. In the present case, it has been seen that before the termination order was issued, the petitioner was given a show cause notice as regards the irregularities and unsatisfactory service rendered by the petitioner, to which the petitioner offered his explanation, which was found to be not satisfactory.

8) Accordingly, this Court is of the view that no illegality has been committed in issuing the said termination order.

9) In that view of the matter, this Court does not find merit in this petition.

10) It has been however, noted that no one for the petitioner is present today. On the earlier occasion i.e., on 15.09.2018 one also was present for the petitioner.

11) Accordingly, the present petition is dismissed for non prosecution and not on merit.

JUDGE

Comparing Assistant