
(2011) 03 SHI CK 0050
In the High Court Of Himachal Pradesh
Case No : CWP (T) No. 10602 of 2008

Desh Raj

APPELLANT

Vs

H.P. Ex-serviceman Corporation

RESPONDENT

Date of Decision : 09-03-2011

Acts Referred:

Citation : (2011) 03 SHI CK 0050

Hon'ble Judges : Rajiv Sharma, J

Bench : Single Bench

Final Decision : Dismissed

Judgement

Rajiv Sharma, J.—Petitioner was interviewed on 16.3.1999 for the post of Peon. He was appointed vide Annexure A-2 dated 24.3.1999 for 89 days. Thereafter his contract was renewed from time to time. He was served with a show cause notice on 22.9.2003 to explain about a sum of Rs. 82,500/-. He was allowed a week's time to file reply. According to the contents of Annexure A-3, Petitioner had received a sum of Rs. 82,500/- from H.P. Ex-servicemen Corporation Camp Office Barmana towards bill No. 322 dated 2.6.2002. However, this amount was not deposited in the Corporation office at Hamirpur. In fact, no computer stationery has been purchased for Provision Store, however, the bill was issued by him. He filed reply to the same on 25.9.2003. The Management was not satisfied with the reply of the Petitioner and additional information was sought from the Petitioner vide Annexure A-5 dated 9.10.2003. He filed the reply to the same on 13.10.2003. He was served with a final show cause notice dated 27.10.2003. He filed reply to the same on 14.11.2003. His services were terminated vide Annexure A-9 on 22.11.2003.

2. Mr. T.S. Chauhan has strenuously argued that no regular inquiry was held before the issuance of order dated 22.11.2003. He has placed strong reliance on Annexure A-8.

3. Mr. Ramakant Sharma appearing vice counsel for the Petitioner has supported

the issuance of Annexure A-9 dated 22.11.2003.

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

5. The appointment of the Petitioner was initially for 89 days and the same had been renewed from time to time. A bare perusal of condition No. 3 of Annexure A-2 makes it abundantly clear that in case the services of the Petitioner were not found satisfactory, he could be terminated without assigning any reasons even before the expiry of the contract. In the instant case, Petitioner had been afforded reasonable opportunity of being heard on 22.9.2003, to which he filed reply on 25.9.2003. Additional information was sought on 9.10.2003, to which he filed reply on 13.10.2003. The Management being not satisfied with the explanation of the Petitioner issued a show cause notice to him on 22.10.2003, to which he filed reply on 14.11.2003. The Management was not satisfied with the explanation given by the Petitioner. It is in these circumstances that services of the Petitioner were terminated on 22.11.2003. In fact, the services of the Petitioner have been terminated strictly as per terms and conditions of Annexure A-2.

6. Petitioner could not explain under what circumstances he has prepared bill No. 322. He has not explained at all in what manner and with whom he had deposited a sum of Rs. 82,500/-. Annexure A-8 cannot be taken into consideration since it does not bear any date. Mr. Ramakant Sharma has strenuously argued that at the time when the Petitioner had filed earlier original application bearing O.A. No. 3240/2003, he had not annexed this document. Consequently, Annexure A-8 cannot come to the rescue of the Petitioner. Since the appointment of the Petitioner was on contract basis, no regular inquiry was required to be held. Rather, the Management has fully complied with the principles of natural justice by affording three opportunities to the Petitioner to explain the manner in which he has prepared the bill and has not deposited a sum of Rs. 82,500/.

7. Mr. Ramakant Sharma has also drawn the attention of the Court to the tone and tenor of the reply filed by the Petitioner to the final show cause notice on 14.11.2003. It makes interesting reading. Petitioner has not at all explained his conduct why he had not deposited a sum of Rs. 82,500/-. The sum and substance of the reply filed by the Petitioner was that the Chairman was biased towards him. Annexure A-9 is in conformity as per condition No. 2(c) of letter dated 23.12.2000 (Annexure R-10).

8. In the instant case, the appointment of the Petitioner was on contract basis though no regular is required to be held against an incumbent appointed on contract basis, however, the Management/employer must act in a just and fair manner. There is no arbitrariness in the action of the Respondent whereby services of the Petitioner had been terminated, being not satisfactory.

9. Accordingly, in view of the observations and discussions made hereinabove,

there is no merit in the petition and the same is dismissed. No costs.