
(2015) 12 SHI CK 0088

In the High Court Of Himachal Pradesh

Case No : CWP Nos. 4446 of 2014, 1723, 2047 and 3477 of 2015

Govind Ram and Others

APPELLANT

Vs

Union of India and Others

RESPONDENT

Date of Decision : 16-12-2015

Acts Referred:

Constitution of India, 1950 — Article 14, 16

Citation : (2015) 12 SHI CK 0088

Hon'ble Judges : Rajiv Sharma and Sureshwar Thakur, JJ.

Bench : Division Bench

Advocate : K.D. Sood, Senior Advocate and Mahika Verma, Advocate, for the Appellant; Ashok Sharma, Assistant Solicitor General of India and Angrez Kapoor, Advocate, for the Respondent

Final Decision : Allowed

Judgement

Sureshwar Thakur, J.—All these petitions pertain to a common subject matter, hence, are being disposed of by a common order.

2. The respondents with a view to cater to the medical care of all ex-servicemen in receipt of pension including disability pension and family pension besides of dependents including wife/husband, children and their wholly dependent parents, conveyed its sanction for the introduction of a scheme for the health care of the aforesaid nomenclature as Ex-servicemen Contributory Health Scheme (ECHS). The aforesaid scheme was made effective w.e.f. 01.04.2003. For recruitment of staff in various capacities for the manning of polyclinics for carrying forward the spirit and mandate of ECHS, the respondents issued an advertisement (Annexure P-9 in CWP No. 4446 of 2014, Annexure P-7 in CWP No. 1723 of 2014). The petitioners standing empowered with the qualifications ordained therein qua the respective posts as stood advertised for being filled, respectively applied for theirs being considered for selection and appointment in the respective capacities against which they aspired for theirs being considered for selection and appointment. The petitioners successfully withstood the rigor of a written test

besides of a viva voce whereupon appointment letters comprised in Annexure P-10 to Annexure P-12 in CWP No. 4446/2014, Annexure P-8 in CWP No. 1723/2015, Annexure P-2 in CWP No. 2047/2015 and Annexure P-3 in CWP No. 3477 of 2015 stood issued to them by the competent appointing authority. In pursuance to the petitioners herein standing appointed against the posts for which they had respectively applied for in pursuance to the advertisements standing published by the respondents herein, they respectively in terms of their appointment letters comprised in the aforesaid annexures whereunder they stood enjoined to execute a contract of service with the designated/authorized officer of the respondents executed with the latter contracts comprised in Annexures P-13, P-14 and P-15 in CWP No. 4446/2014. The apt portion of the contracts of service respectively entered inter se the petitioner herein with the authorised officer of the respondents herein is extracted hereinafter:--

"2. The engagement of the engaged person for rendering his professional service shall be entirely contractual in nature and will be for a period of 12 months initially and thereafter renewable for 12 months at a time up to and subject to attaining the maximum age prescribed/indicated in appendix A to Govt. of India Ministry of Defence letter NO.24(6)/03/US(WE)/D(Res) dated 22 Sep. 2003, or as amended from time to time. The renewal of contract will be subject to continued good conduct and performance of the engaged person during the preceding 12 months and existence of the requirement for services of the engaged person at the ECHS Polyclinic. A fresh contract will be executed for each renewal."

It is imminent from a perusal of the afore extracted relevant portion of the contract of service executed inter se the petitioners and the competent/authorized officer of the respondents, of the appointments of the petitioners against their respective posts being entirely contractual in nature whose longevity was initially survivable upto 12 months yet was successively thereafter renewable for 12 months each for a period upto and subject to theirs attaining the maximum age prescribed/indicated in appendix A to Govt. of India Ministry of Defence letter NO.24(6)/03/US(WE)/D(Res) dated 22 Sep. 2003, or as amended from time to time. The respondents though revered the mandate of the afore extracted clause embedded in the contract of service executed inter se its authorized officer and the petitioners herein upto 2014, yet thereafter omitted to mete compliance thereof besides have concerted to derogate from besides infract its mandate on the anvil of Annexure P-7 of 11th October, 2013, the relevant portion whereof stands extracted hereinafter:--

"2. In this regard, the following clarification to be ensured:--

(a) Employee who has completed five yrs of contractual employment should not be considered for the same polyclinic again.

(b) The ESM should be considered in the reserve category quota of 60%, however, the board of officers should be convinced of the efficiency of EXM in

case his selection is made."

3. Given the uncontroverted factum of the petitioners herein having completed more than five years of contractual appointment against various capacities whereon they stood appointed at polyclinics established under ECHS, hence, with the embargo aforesaid enshrined in Annexure P-7 against the petitioners herein being barred to stake a claim for the affording of an extension in their contractual appointments by the respondents herein besides, hence theirs being not amenable for consideration for affording to them any further extension in their contractual appointment by execution of a contract of service inter se them and the authorised officer of the respondents constrained the respondents to not extantly accord any extension to the contractual service of the petitioners under the respondents besides constrained them to not execute with them a contract of service in terms of clause-2 as stand extracted hereinabove which clause stands embedded in the respective contracts of service executed inter se the petitioners and the authorized officer of the respondents whereunder the respondents were rather obliged to successively after expiry of the initial contract of service of 12 months successively execute renewed or fresh contracts of service with the petitioners upto theirs attaining the maximum age prescribed/indicated in appendix A to Govt. of India Ministry of Defence letter NO.24(6)/03/US(WE)/D(Res) dated 22 Sep. 2003, or as amended from time to time. Contrarily, the respondents proceeded to issue advertisement(s) comprised in Annexures P-1 & P-2 in CWP No. 4446 of 2014, Annexure P-5 in CWP No. 2047 of 2015 and Annexure P-10 in CWP No. 1723 of 2015 inviting applications from all eligible aspirants for theirs being considered for selection and appointment on a contractual basis against various posts existing at polyclinics against which the petitioners herein stood previously appointed on a contractual basis by the respondents herein.

4. As above stated, the defensibility on the part of the respondents herein to not execute a further contract of service with the petitioners herein stands anchored upon the afore extracted letter/communication comprised in Annexure P-7 in CWP No. 4446 of 2015. However, the succor as concerted to be lent to the aforesaid defensibility to the act of the respondents herein to not revere the mandate of clause-2 of the contract of service executed by an authorized officer of the respondents herein with the petitioners herein would acquire vigour only in the event of there being demonstrable material on record of the petitioners herein having committed misdemeanors or their performance against the various posts against which they stood appointed on a contractual basis being abysmally poor besides with a palpable graphic disclosure by apposite material, of the posts against which they stood appointed on a contractual basis no longer subsisting, rendering dispensable the services of the petitioner besides concomitantly disobliging the respondents herein to hence execute a contract of service with the petitioners. However, a close and incisive rummaging of the record omits to make any disclosure of (a) the petitioners herein having committed any misdemeanors or theirs having under performed or abysmally performed the

callings of their respective avocations and (b) work of the posts against which they stood appointed on a contractual basis no longer subsisting rather as stands manifested by the respondents herein taking to advertise the posts against which the petitioners herein hitherto served or are serving bolsters an inference of the services of the petitioners herein being not amenable for dispensation. Contrarily with the inhibitions aforesaid cast in clause-2 of the contract of service executed by the authorised officer of the respondents herein with the petitioners herein not obviously warranting their attraction against the petitioners herein rather enjoined the respondents herein to in consonance therewith execute successive renewed contracts of service with the petitioners herein. Dehors the aforesaid inhibitions existing in clause-2 of the contract of service executed inter se the authorised officer of the respondents herein and the petitioners herein being unavailable for dependence by the respondents herein for validating their omission to execute a fresh contract of service with the petitioners herein, rather the existence of a mandate therein of the services of the petitioners herein being liable for retention by the respondents upto theirs attaining the maximum age prescribed/indicated in appendix A to Govt. of India Ministry of Defence letter No. 24(6)/03/US(WE)/D(Res) dated 22 Sep. 2003, or as amended from time to time contrarily inhibited the respondents herein to issue the aforesaid communication besides inhibited the attraction of its rigor qua the petitioners herein especially when for reiteration the prescription in Clause-2 therein qua the entitlement of the petitioners herein for their retention in service upto theirs attaining the maximum age prescribed/indicated in appendix A to Govt. of India Ministry of Defence letter No. 24(6)/03/US(WE)/D(Res) dated 22 Sep. 2003, or as amended from time to time would suffer abrogation or dwindlement only a proven amendment therein standing carried out by the respondents herein. As a corollary, no infraction of the mandate of Clause-2 of the contract of service qua the facet aforesaid was vindicable unless a proven amendment thereto stood effectuated by the competent authority. Though the learned Assistant Solicitor General of India relies upon a letter No. 24(6)/03/US(WE)/D (res) of Government of India, Ministry of Defence of 22nd September, 2003 (hereinafter referred to in short "letter of 22nd September, 2003"), clause (d) whereof stands extracted hereinafter, for succoring his contention qua given its embodiment in Clause-2 of the contract of service executed inter se the petitioners herein and the authorised officer of the respondents herein, the former standing debarred besides being balked for staking any claim from the respondents of the latter being obliged to execute with them any renewed successive contracts of service beyond two years.

"(d) Duration of Employment. The employment of the staff will be entirely contractual in nature and will be normally for a period of two years at the maximum, subject to review of their conduct and performance after eleven months."

However, the aforesaid espousal before this Court by the learned Assistant Solicitor General of India for disentitling the petitioners claiming from the

respondents of the latter renewing their contracts of service with them, is of no avail to him rather its vigour get sapped given the existence on record of a letter No. B/49760/AG/ECHS(R) of May, 2011(hereinafter referred to in short "letter of May, 2011) wherein a mandate stands enjoined upon the Government of India to permit extension in the contractual employment of the petitioners herein inconsonance therewith. Preeminently, given the occurrence of a reference therein to letter of 22nd September, 2003 which stands incorporated in the contract of service executed inter se the petitioners and the authorized officer of the respondents herein, the rigour of a prescription therein comprised in clause (d) extracted herein above would stand relaxed besides abrogated in the event of a valid amendment thereto standing effectuated by the competent authority. Necessarily, when the issuance of letter of May, 2011 is rendered encompassable within the domain of clause 2 permitting amendments to letter of 22nd September, 2003, in sequel, with its issuance standing validation as a corollary it attains empowerment to hold the field qua the entitlement of the petitioners to inconsonance therewith seek extension in their contractual appointments under the respondents upto theirs attaining the age of superannuation unless their performance is wanting or their conduct is reproachable especially when on an incisive reading of the words "as amended from time to time" succeeding the reference of letter 22nd September, 2003 in clause-2 of the contract of service entered inter se the petitioners and the authorised officer of the respondents disinters besides unfolds an empowerment standing foisted in the employer to relax by its carrying an amendment thereto the rigidity of the tenure of two years of contractual appointment manifested in the afore referred letter of 22nd September, 2003. With an empowerment vested in the employer to relax the rigidity of the prescriptions constituted in clause (d) relied upon by the learned Assistant Solicitor General of India, which stands extracted hereinabove, qua the limited tenure of contractual appointment of the petitioners under the respondents, the respondents herein hence proceeding to in tandem thereto issue letter of May, 2011 with an explicit prescription therein of the Government of India purveying permission to the department concerned to accord extensions in the contractual employment of employees upto theirs attaining the age of superannuation subject to review of conduct and performance, obviously, benumbs the contention of the learned Assistant Solicitor General of India of the rigidity of a prescription in clause(d) of the tenure or duration of the contractual appointments of the petitioners when standing constituted in a contract of service executed by them with the petitioners herein, its force and vigour is unabrogable. On the contrary, with the existence of words "as amended from time to time" in succession to a reference of letter of 22nd September, 2003 in clause 2 of the contract of service executed inter se the petitioners herein and the authorised officer of the respondents herein rather tenably by an valid amendment thereto standing effectuated erases the rigidity of the prescription in clause 2 of the duration and tenure of the contractual appointment of the petitioners herein under the respondents being restricted upto a maximum of two years. The relevant portion of letter of May, 2011, whereunder the

prescription in clause (d) extracted hereinabove of the duration of the contractual appointment of the petitioners under the respondents being restricted stood amended or relaxed is extracted hereinafter:--

"2. The Govt orders on the subject initially stipulated that the employment will be normally for a period of two years at the maximum. Subsequently owing to limited availability of candidates and consequent expenditure on advertisements etc., the Govt permitted extension of contractual employment upto age of superannuation subject to review of conduct and performance."

The effect thereof is with the letter of May, 2011 holding leverage in making a loud communication in the afore extracted portion thereof of a tenable amendment standing effectuated or carried out to the limit or duration of contractual appointment of the petitioners herein under the respondents prescribed under clause-2 of letter of 22nd September, 2003 whereunder in abrogation thereof by an amendment thereto standing effectuated in the manner aforesaid, the department concerned was permitted to extend the contractual appointment of the petitioners herein upto theirs attaining the age of superannuation naturally for reiteration nullifies the effect of clause(d) of letter of 22nd September, 2003. In sequel the main plank of the submission of the learned Assistant Solicitor General of India anchored upon clause (d) of letter of 22nd September, 2003, for restricting the contractual engagement of the petitioners herein under the respondents upto two years gets shaken. In nut shell, the respondents herein though adducing apposite material comprised in clause (d) which stands extracted hereinabove of the contractual appointment of the petitioners herein not surviving beyond two years yet with the respondents having, for reasons aforesaid, effectuated a tenable amendment thereto comprised in a prescription in clause (2) of letter of May, 2011, of the petitioners herein standing entitled for retention by the respondents as contractual employees upto the age of superannuation subject to review of conduct and performance which however has not been portrayed by the respondents to be warranting reproach in any regard. Consequently, the mandate of clause-2 of the letter of May, 2011 was enjoined to be adhered to by the respondents herein. Moreover, it dis-empowered them from (a) omitting to execute renewed successive contracts of service with the petitioners herein and (b) issue advertisements eliciting applications from eligible aspirants for their consideration for selection and appointment on contractual basis against posts which stand manned by the petitioners herein under a validly executed contract of service inter se them and the authorised officer of the respondents herein. Obviously, the communication comprised in Annexure P-7, the relevant portion whereof stands extracted hereinabove carries no force or tenacity to dilute the rigor of Clause-2 of the contract of service executed inter se the petitioners herein and the authorized officer of the respondents herein read with clause 2 of letter of May, 2011 which letter/communication embeds therein a tenable amendment thereto standing embodied therein nor facilitates them to espouse for vindication besides for rendering defensible its act of not renewing the

contractual appointments of the petitioners herein.

5. Preponderantly, the tenacity which the aforesaid communication may carry suffers emaciation in the face of the aforesaid communication borne in Annexure P-7 standing rescission under Annexure P-22 in CWP No. 4446 of 2014, the relevant portion whereof is extracted hereinafter:--

"2. This HQ letter No. B/49760/AG/ECHS(CC) dt. 11 Oct 2013 be treated as canceled. The contractual staff is emp on yearly basis with a clear gap of two days between each successive employment."

In aftermath, the concert of the respondents herein to render defensible their act of not revering the mandate of Clause-2 of the contract of service executed by its authorised officer with the petitioners herein read with clause 2 of letter of May, 2011 is wholly rudderless.

6. However, the learned Assistant Solicitor General of India has also made a vigorous attempt before this Court to protect the act of the respondents herein in not affording extension to the petitioners herein in their contractual appointments under them by theirs omitting to execute with them renewed contracts of service, on the ground of a manifestation in clause-4 of letter of May, 2011 which stands extracted hereinafter limiting upto three years, extendable upto five years the tenure of engagement on contractual basis of employees standing engaged at polyclinics located in and around large cities and military stations besides with a prescription therein at clause (e) thereof of engagement of dental officers on a contractual basis at polyclinics being limited upto five years, concomitantly enfeebling the claim of the petitioners to beyond five years claim renewal in their contractual appointments from the respondents especially when sub-clause (a) of clause 4 given the appointments of the petitioners herein at Bilaspur, a large city, at Jutogh Cantt besides at Bakloh Cantt attracts qua them the afore referred inhibitory prescriptions comprised in sub clause (a) of clause 4 inasmuch as of their contractual appointment when made at polyclinics in and around large cities/military stations being limited to a maximum five years whereafter their services being terminable besides disengage-able. He with vigour hence espoused qua given its attraction qua the petitioners herein given their appointments at polyclinics located at Bilaspur, Jutogh Cantt besides at Bakloh Cantt renders emaciated in its entirety their claim thereto for extension in their contractual appointments by the respondents upto theirs attaining the age of superannuation. Clause 4 of the letter of May, 2011 reads as under:--

"4. Apropos above, following are the instructions on employment and tenure of the ECHS contractual staff;-

(a) OIC polyclinics in and around large cities/military stations where adequate number of retired officers are available: normal tenure of three years, extendable upto a maximum of five years.

(b) OIC polyclinics at locations away from large cities/military stations-no restriction on tenure.

(c) Medical Specialists/Gynaecologists- No restrictions.

(d) Medical officers- for polyclinics in a around large cities/military stations-three years, extendable upto five years.

(e) Dental Officers- There is good availability of dental officers. Hence tenures in all stations would be of three years extendable to five years. The dental officer is the only one who carries out surgery at polyclinic level. Hence his/her competence in surgery would acquire be scrutinizing, examining and clearing by the concerned senior Dental Officer of nominated service Dental Centre. Reservation criteria for ex-servicemen may be relaxed to ensure that better candidates are employed.

(f) Paramedics and non medics- No restrictions."

However, the submission of the learned Assistant Solicitor General of India anchored upon sub clauses (a) and (e) of clause 4 imperatively falters on the anchor of the various sub clauses of clause 4 carving an arbitrary besides discriminatory classifications vis-?-vis appointments of staff made at polyclinics located away from large cities/military stations vis-?-vis appointments thereto made elsewhere. Apart therefrom there is an inherent palpable discrimination vis-?-vis medical specialists, gynaecologists and dental officers especially when qua the latter there occurs a prescription therein of a limited duration in their contractual appointments vis-?-vis gynaecologists and medical specialists qua whom it embodies a prescription of an unlimited besides an unrestricted prescription therein qua their tenure or duration in the longevity of their contractual appointments. Moreover, qua paramedics and non medics no restriction has been prescribed therein qua the duration or longevity qua their contractual appointments. To save the classifications borne in the various sub-clauses of clause 4 carved out in the manner as referred to hereinabove from any malady of theirs infracting any of the constitutional tenets of equality arousable from theirs being ridden with a vice of arbitrariness or discriminatoriness, it was incumbent upon the respondents to portray qua the classifications carved out therein standing anvilled upon an intelligible deferentia having a nexus with the objectives sought to be achieved. Moreover, imperatively the classifications constituted therein are obviously enjoined to be reasonable. The test of reasonableness of a classification is of it withstanding the rigour of logic. The classifications constituted therein would be construable to withstand the rigour of logic only when logic of their invention or their embodiment therein is ensuable therefrom with facility besides is self speaking. However, when logic qua its embodiment therein gets stretched or gets exacted, necessarily then its energy gets enervated as a corollary with logic getting weakened, the spurrable inference therefrom is of the embodiment therein being unreasonable besides obviously arbitrary as well as discriminatory.

7. While applying the aforesaid test for gauging the tenacity of the classifications borne therein, the prescriptions therein of an unrestricted tenure in the contractual appointments qua Medical Specialists/Gynaecologists, Paramedics and Non medics vis-?-vis man power of any other category whatsoever deployed at polyclinics located at large cities and in the vicinity of the Military stations qua whom and qua dental officers a prescription stands mandated therein of only a limited tenure in their respective contractual appointments being available to them rendered them per se discriminatory not anvilled upon any intelligible deferentia having any nexus with the objective sought to be achieved. Apart therefrom, it is per se unreasonable and exacts logic wherefrom an ensuable inference emanates of both reason and logic getting enervated, leaving the classifications constituted therein qua various categories of staff embodied therein being plain speakingly arbitrary as well as unreasonable. The appointments on contractual basis of staff of any category and Medical Officers of any category manning polyclinics at any station are enjoined to stand on an equal pedestal especially when the salutary purpose of appointments of staff at polyclinics irrespective of their location in and around large cities or military stations or beyond them besides irrespective of categorisation of staff, is of purveying of optimum medical care to the stakeholders. The segregation meted in various sub clauses of clause 4 qua appointments of staff made at polyclinics in and around large cities or military stations or beyond them with a concomitant limit in the duration of their contractual appointments, contrarily, with no restrictions in the duration of contractual appointments of staff made at polyclinics located away from large cities or military stations besides compatibly qua appointments of Gynaecologists/Medical Specialists, apart therefrom with no restriction qua the tenure of contractual appointment of paramedics and non medics palpably suffers from a thorough non application of mind smacking of arbitrariness besides of a stench of palpable discrimination arising from the segregations aforesaid not purveying any palpable intelligible deferentia whereupon they stand anvilled nor obviously hence having any demonstrable nexus with the objective sought to be achieved inasmuch as of each of the categories of staff purveying at each of the polyclinics optimum medical care to the stakeholders. No sound reason or prudence appears to germinate in the respondents proceeding to even qua medical officers carve out classifications inasmuch as qua Medical Specialists/Gynaecologists vis-?-vis dental officers. Even though, the reasons assigned in clause (a) for limiting the duration or tenure of contractual appointments of dental officers at any polyclinic is of there being availability of dental officers in abundance. Nonetheless when in sub clause (c) of Clause 4 qua Medical Specialists and Gynaecologists there occurs no prescription limiting the duration in the longevity of their contractual appointments rather there is no articulation therein of any reason devolving upon non availability/scarcity of Medical Specialists and Gynaecologists for hence a prescription standing embodied therein qua the tenure of their contractual appointments being unrestricted. Obviously, when no statistical data qua availability in abundance of Dental Officers and qua there being dearth of Medical

Specialists and Gynaecologists exists on record, whereas when qua the latter being bestowed with an unlimited duration in the longevity of their contractual appointments, appears to purportedly stand founded upon theirs being scantily available engenders an inference of the respondents herein in, carving out a distinction qua Medical Specialists and Gynaecologists vis-?-vis Dental Officers for bestowing upon the former a unlimited tenure in the longevity of their contractual appointments whereas limiting the tenure of the contractual appointments of the latter, being prodded by an oblique motive hence leaving the classifications infected. Apart therefrom with the classification aforesaid standing permeated with a stench of absurdity and perversity, even the embodiment or a prescription therein qua the longevity in the contractual appointments of staff of various categories stands to be discountenanced by this Court. In sequel, any reliance thereon by the respondents in limiting the tenure or duration of contractual appointments of Medical Officers/Dental Officer or of staff of any category deployed in large cities or in proximity to military stations is unvindicable. Even qua paramedics and non medics no duration qua the longevity of their contractual appointments stand meted in sub clause (f) to clause 4. The unrestricted tenure in the contractual appointment of paramedics and non medics strains logic being astray from any sagacity emanable from any statistical data portraying theirs being scantily available hence amenable to grant of an unrestricted tenure in their contractual appointments. In the absence of the aforesaid statistical data guiding the classifications carved in favour of paramedics and non-medics renders the prescription of an unlimited tenure in the duration of their contractual appointment to be vitiated being not founded upon any tangible reason. Moreso, especially when in clause (a) tenure of contractual appointments of staff made at polyclinics located in and around large cities and at military stations stands restricted to three years extendable upto a maximum of five years, necessarily hence the unrestricted tenure in the contractual appointments of paramedics or non-medics appears to stand spurred by creating a classification in their favour for untenably bestowing upon them the benefit of an unrestricted tenure in the duration of their contractual appointments especially when benefit thereof stands unbestowed on other staff deployed in and around large cities and military stations even when each category of staff at each of the aforesaid places performs same, similar or uniform functions. Apart therefrom when staff of any category deployed at any polyclinic irrespective of their location in and around large cities or military stations performs similar and uniform work concomitantly disoblged the respondents to by an insagacious segregation emanating from a thorough non application of mind invent a divisive classification intra staff deployed at polyclinics, naturally the said divisive unreasonable classification intra se staff deployed at polyclinics, is a sequel to the respondents herein standing guided lesser by reason than by oblique motive to bestow upon certain categories of staff/officers an unrestricted duration in the longevity of their contractual appointment and qua others for non demonstrable reasons deprive its benefit though every category of staff deployed at polyclinics performs therein same and

similar duties.

8. For reiteration, even when qua various categories of staff manning polyclinics at different locations stood discriminatorily and arbitrarily bestowed an unrestricted tenure in the duration of their contractual appointments vis-?-vis other categories, the respondents have hence openly irrevered the principle of reasonableness, obviously the tinge of arbitrariness and discrimination ingraining the divisive classification intra se staff manning polyclinics at various locations gains momentum from the factum of the respondents herein having vacillated and dithered without any tangible reason from the earlier stand projected in clause-2 of letter of May, 2011 the relevant portion whereof stand extracted hereinabove wherein the tenure of all categories of staff on a contractual basis at various polyclinics stands uniformly ordained therein to be upto theirs attaining the age of superannuation. The paramount consideration which was enjoined to be weighing with the respondents to derogate from the spirit of the letter of May, 2011 was of the under performance of the petitioners herein while manning polyclinics in various capacities or theirs having committed misdemeanors rather than theirs taking to vacillate therefrom or dither therefrom besides belittle its spirit, of benefits thereunder standing bestowed uniformly qua all categories of staff/medical officers manning polyclinics, by taking to make an unreasonable classification qua various categories of employees manning polyclinics for hence bestowing in respect of some an unrestricted tenure in the duration of their contractual appointments whereas unreasonably denying to others the benefit thereof. Obviously, vacillations and ditherings bespeak of arbitrariness qua various categories of staff besides officers manning polyclinics. The vacillations aforesaid stand concomitantly engendered by an oblique motive to benefit only a few categories of employees and medical officers manning polyclinics operating throughout the State. Given theirs performing similar and uniform work, an alike tenure in their contractual appointments was enjoined to be prescribed by the respondents herein necessarily for ensuring the carrying forward of the salutary object for which the polyclinics stand established inasmuch as for the purveying to the stakeholders optimum medical care which would stand begotten only when they stand manned by efficient and skilled man power. In sequel, the said predominant fact of skilled besides experienced man power manning polyclinics stands denuded by an untenable segregation intra staff and intra medical officers manning polyclinics standing carved out in clause 4. In aftermath the segregation carved out in clause 4 of letter of May, 2011 necessitates its being irrevered.

9. Furthermore, the inhibition cast by Clause-2 of the contract of service entered inter se the petitioners herein with the authorised officer of the respondents herein, the relevant portion whereof stand extracted hereinabove when for reasons afore-stated stands unattracted qua the petitioners herein obviously generated in the petitioners herein legitimate expectations on whose spurring the respondents herein stood concomitantly obliged to renew the contractual appointments of the petitioners herein by theirs executing contracts of service

with each of the the petitioners herein as a corollary with the arousal of legitimate expectations in the petitioners herein qua their entitlement for renewal of their respective contracts of service by the respondents herein especially when its arousal stands for reasons aforesaid anchored upon the uneroded mandate of Clause-2 of the contract of service executed inter se the petitioners herein and the authorised officer of the respondents herein read with Clause-2 of letter of May, 2011 besides with its enjoying legal efficacy naturally it also then rears or nurses the sprouting therefrom of the principle of promissory estoppel with a legal effect thereof of the respondents herein being interdicted to contravene in the manner they concert the mandate enshrined in Clause-2 of the contract of service entered by its authorised officer with the petitioners herein.

10. Apart therefrom the unfoldment in the hereinabove discussion of Clause-2 of the contract of service executed inter se the authorised officer of the respondents and the petitioners herein enjoying legal solemnity, yet its effect has been concerted to be untenably ripped apart merely on the strength of the afore extracted communication of 11.10.2013 comprised in Annexure P-7 and on the strength of Clause-4 of letter of May, 2011 which otherwise too are per se militative of the mandate enshrined in Articles 14 and 16 of the Constitution of India inasmuch as its conjuring an inhibitory classification qua the petitioners herein for debarring them to on the anvil of Clause-2 of the contract of service executed inter se them and the authorised officer of the respondents herein read with Clause-2 of letter of May, 2011 seek any renewal from the respondents herein of their contractual appointment. Significantly when the inhibitory classifications therein qua the petitioners herein is neither reasonable nor has any nexus with the objectives sought to be achieved embedded in the petitioners securing the services of experienced man power to man various posts at polyclinics established under ECHS, rather contrarily, when the width of the intensive besides extensive experience gained by the petitioners herein in various capacities while theirs manning various posts whereon they stood appointed on a contractual basis rather when hence infuses in them a formidable vigour of efficiency besides proficiency to perform the callings of their respective avocations sequently whittles down the legal efficacy of the aforesaid inhibitory classification cast therein qua the petitioners herein under Annexure P-7 and Clause-4 of letter of May, 2011. Moreover, when the letter aforesaid benumbs the aforesaid objectives. Consequently it has cast an arbitrary inhibitory classification against the petitioners herein harboured upon a principle which erodes besides defeats the salutary objective of the polyclinics established under the ECHS scheme inasmuch as of theirs being manned by efficient, skilled and experienced man power for purveying to the stakeholders optimum medical care rendering hence it to be unreasonable not anchored upon any intelligible diferentia having any nexus with the objective sought to be achieved.

11. The Hon''ble Apex Court in a catena of decisions has deprecated the endeavours on the part of the employer to displace contractual appointees by substituting them with appointees alike to the petitioners herein. It appears that

the diktat of the verdicts of the Hon"ble Apex Court frowning upon the employer resorting to displace or dislodge the services of contractual appointees by concerting to substitute or replace them by appointees whose terms of appointments bear an affinity or are alike to the appointments on a contractual basis of the petitioners herein stands openly irrevered by the respondents herein. The irreverence meted by the respondents herein to the principle aforesaid encapsulated in verdicts of the Hon"ble Apex Court reproaching the employer against its substituting contractual appointees by concerting their replacement by appointments on an alike basis, has led the respondents herein to make an indefensible endeavour to by issuing advertisements elicit applications from desirous aspirants for being considered for selection and appointment against posts on a contractual basis which hitherto on an alike contractual basis were or stand manned by the petitioners herein. The said endeavour warrants its being balked especially when its being permitted to be carried forward would overwhelm the experience gained by the petitioners herein on the posts whereon they stood/stand appointed on a contractual basis defeating the salutary purpose of skilled man power manning the polyclinics established under ECHS for hence purveying optimum medical care to the stakeholders.

12. For the foregoing reasons these petitions are allowed, in sequel, Annexure P-1 and P-2 in CWP No. 4446 of 2014, Annexure P-10 in CWP No. 1723 of 2015 and Annexure P-5 in CWP No. 2047 are quashed and set aside. The respondents herein are directed to within one month from today and successively thereafter execute with the petitioners herein fresh contracts of service in consonance with Clause-2 comprised in Annexure P-15 in CWP No. 4446 of 2014 read with Clause 2 of letter No. B/49760/AG/ECHS(R) of May, 2011, unless the inhibitions cast therein against the renewal of their contract of service by the respondents stand attracted against the petitioners herein. All pending applications stand disposed of.