
(2014) 05 RAJ CK 0036
In the Rajasthan High Court
Case No : Civil Writ Petition No. 3718/2014

Hanuman Ram and Others	Vs	APPELLANT
State of Rajasthan and Others		RESPONDENT

Date of Decision : 16-05-2014

Acts Referred:

Citation : (2014) 05 RAJ CK 0036

Hon'ble Judges : Vineet Kothari, J

Bench : Single Bench

Advocate : Shree Kant Verma, Advocate for the Appellant; P.R. Singh, Addl. Advocate General and Mr. Dinesh Ojha for the State and Mr. B.L. Bhati, Advocate for the Respondent

Final Decision : Dismissed

Judgement

Dr. Vineet Kothari, J.—The petitioners have filed the present writ petition against the termination of their services on the post of Computer Instructor.

2. Both the learned counsels at bar submitted that the controversy involved in the present writ petition is covered by the decision of this Court in the case of Hanuman Ram and ors. V/s State of Rajasthan and ors.-SBCWP No. 3070/2014 decided on 15.5.2014 in which this Court held as under:

10. In effect, all these petitioners have sought from the Court in the present set of writ petitions, to direct the respondent State to extend the term of contract given to the private placement agencies for engaging the computer instructors, who are supposed to impart computer education and training to the students and teachers of the Government Schools, which term, admittedly, expired on 30/4/2014.

11. At the out set, though no such prayer has been made in the writ petitions, in fact, in substance, the case of the petitioners hinges upon the same and it may be observed that the contract of this nature is based upon the concept of mutuality and the terms agreed upon between the parties mutually and only thus

such a valid contract can come into existence under the contract law. The Court, to say the least, cannot give any such mandamus directions as aforesaid claimed by the petitioners in the present writ petitions. Other than this, the foundation of these contracts of private placement agencies with the State Government, the petitioners have simply no case to continue in the contractual employment as Computer Instructors in the Government Schools run by the State Government.

12. The petitioners are admittedly and indisputably employees of these private placement agencies & not of the State Government and the privity of contract is between these placement agencies and the State Government and was never between the petitioners and the State Government. Therefore, the directions sought in the writ petitions for continuing of contractual employment of the present petitioners is without any basis when there is no privity of contract between the petitioners and the State Government. These two are different things altogether and one cannot be mixed with the other.

13. The argument sought to be raised by the learned counsel for the petitioners that petitioners are well trained computer instructors and have been working for long period of more than 4-5 years by now are in a better position to impart computer education to the students in the Government Schools run by the State and, therefore, the respondent State cannot be allowed to take a stand that they will continue such programme of imparting computer education in the third phase from July, 2014 with the help of their regularly selected and already appointed teachers, who have been or are being trained for imparting such computer education is an argument misconceived, to say the least. It is absolutely within the domain & discretion of the State Government to take such a policy decision and no interference can be made by the Court in such realm of policy decision making.

14. In the absence of any policy decision taken to the contrary, the stand of the respondents taken in the reply that such is going to be the pattern of imparting computer education in the third phase from July, 2014 deserves to be accepted. That is why, precisely in these circumstances, despite the sanguine hope expressed by the learned Single Judge in the judgment dated 15/9/2011 in the case of Rajeshwar Singh & Ors. vs. State of Rajasthan & ors., the Division Bench was constrained not to interfere in such matters and protect the contractual employment of the petitioners while passing the order dated 7/2/2014 rejecting the intra court appeal filed by the petitioners against the refusal to grant interim relief by the learned Single Judge. The observations quoted above by the Division Bench not only touch and rebut the arguments raised at the bar in the present set of writ petitions.

15. It is also clear that there is no legal, much less fundamental or constitutional right of the petitioners to seek any continuance of the contractual employment though the private placement agencies much less a mandamus direction from the Court for extending the term of contract of the private placement agencies or computer software companies. Since there is no basis or foundation for

expressing the apprehension that the present petitioners will be replaced by the another set of contractual employees or as of now no process has been initiated to encoder the post of computer instructors by the State Government, it will be futile to deal with these arguments of the learned counsel for the petitioners and to direct the continuance of petitioners in the contractual employment till such events take place.

16. Viewed from any angle, this Court does not find any merit in the present writ petitions and the same are liable to be dismissed.

17. Accordingly, the present writ petitions are dismissed. No costs. Copy of the order be sent to the parties concerned forthwith.

3. Accordingly, the present writ petition is also dismissed in same terms. No order as to costs. A copy of this order be sent to the parties concerned forthwith.