
(1999) 07 AHC CK 0041
In the Allahabad High Court
Case No : C.M.W.P. No. 29430 of 1990

Jai Prakash and another

APPELLANT

Vs

State of U.P. and another

RESPONDENT

Date of Decision : 21-07-1999

Acts Referred:

Citation : (1999) 4 AWC 3011 : (1999) AWC 3010 : (1999) 3 UPLBEC 1880

Hon'ble Judges : V.M. Sahai, J

Bench : Single Bench

Advocate : Pankaj Mithal and V.B. Sing, for the Appellant; S.C. and S.P. Pandey, for the Respondent

Judgement

V.M. Sahai, J.—The petitioners were appointed as Bachat Pracharak under orders of the respondents for a period of one year to carry out the scheme of savings. The appointment of the petitioners as per the term of contract was to end on the expiry of the period of one year. The petitioners claim that they were appointed in 1986 and were continued even without any agreement. The services of the petitioners were terminated in 1990 on the ground that the petitioners did not execute the agreement which, under the scheme, was required to be executed by them. The petitioners challenged the termination orders passed by the respondents by means of the instant writ petition. This Court also passed a stay order in favour of the petitioners and according to the petitioners they are continuing in service in pursuance of the stay order.

2. Heard Sri Vijay Sinha holding brief of Sri V. B. Singh, learned counsel for the petitioners and Sri S. P. Pandey, learned standing counsel appearing for the respondents. Learned standing counsel vehemently argued that the appointment of the petitioners was under a scheme, which was for a fixed term. Such appointees do not acquire any right nor can they claim regularisation. He further argued that the petitioner is not entitled for any relief and even if the petitioners continued under the stay order passed by this Court, this will not create any right in their favour. It is not disputed by the petitioners that they were appointed

under a scheme and their appointment, as per the terms of contract, was for a fixed period of one year.

3. The Apex Court in *Delhi Development Horticulture Employees' Union Vs. Delhi Administration, Delhi and others*, has held as under :

"Those employees under the scheme, therefore, could not ask for more than what the scheme intended to give them. To get an employment under such scheme and to claim on the basis of the said employment, a right to regularisation is to frustrate the scheme itself. No Court can be a party to such exercise. It is wrong to approach the problems of those employed under such schemes with a view to providing them with full employment and guaranteeing equal pay for equal work. These concepts, in the context of such schemes are both unwarranted and misplaced."

4. The petitioners continued under the scheme without there being any agreement executed between the parties, even then it will not confer any right upon the petitioners to claim regularisation of their services. The petitioners also cannot get any benefit if they worked under the Interim orders passed by this Court. The Apex Court in the case of *Delhi Development Horticulture Employees' Union (supra)* clearly lays down that such appointees do not acquire any right. Even if the petitioners continued in service under the Interim order of this Court, it cannot confer any right upon the petitioners because the interim orders are always subject to final decision of the writ petition. Since I have found that the petitioners were engaged under the scheme, no right accrues in their favour to claim regularisation.

5. Learned counsel for the petitioners finally argued that in case the scheme is continuing, the petitioners may be considered for re-engagement by the respondents. In case *Bochat Pracharak* scheme is still continuing in the State of U. P. and the respondents are engaging *Bachat Pracharak*, then the claim of the petitioners may also be considered by the respondents for engagement under the scheme for which the petitioners shall execute agreement as required by the respondents.

6. In the result, the writ petition fails and is dismissed subject to the observations made above. The stay order passed by this Court is discharged.

7. The parties shall bear their own costs.