
(2019) 08 J&K CK 0021

In the Jammu And Kashmir High Court

Case No : Service Writ Petition (SWP) No. 1354 Of 2017, IA 01 Of 2017

Kuldeep Sharma

APPELLANT

Vs

State Of Jammu & Kashmir And Others

RESPONDENT

Date of Decision : 19-08-2019

Acts Referred:

Citation : (2019) 08 J&K CK 0021

Hon'ble Judges : Dhiraj Singh Thakur, J

Bench : Single Bench

Advocate : Sheikh Najeeb, Raman Sharma

Final Decision : Dismissed

Judgement

Dhiraj Singh Thakur, J

1. The petitioner came to be engaged as Electrical Engineer in J&K Police Housing Corporation on contractual basis on a monthly consolidated remuneration of Rs.10,000/- per month, initially for a period of six months vide order dated 07.03.2015. Vide order dated 27.04.2017, the Managing Director J&K PHC, Jammu issued an order, by virtue of which the petitioner was directed to work as Assistant Site Supervisor (Electric) for three months on a negotiated remuneration of Rs.10,000/- per month with effect from 03.02.2017.

2. In another round of litigation, the petitioner challenged the order dated 27.04.2017 in SWP No.1066/2017. A Coordinate Bench of this Court vide order dated 02.05.2017 (erroneously recorded as 27.04.2017), stayed the operation of the said order. However, by virtue of communication dated 16.05.2017, addressed to the counsel for the petitioner, the Managing Director, J&K Police Housing Corporation, Jammu clarified that the period of engagement of the petitioner had expired on 03.05.2017 and that his services were no longer required by the Corporation.

3. Aggrieved of the aforementioned communication, the present petition has

been filed, seeking a direction to allow the petitioner to discharge his duties as an Electrical Engineer in the J&K Police Housing Corporation, notwithstanding the communication dated 16.05.2017.

4. Admittedly, the engagement of the petitioner was a temporary arrangement, inasmuch as, the petitioner was engaged on contractual basis initially for a period of six months vide order dated 07.03.2015, which came to be extended from time to time. No permanent right accrues to the petitioner to claim an extension in the contractual arrangement, especially when the communication dated 16.05.2017 specifically states that the services of the petitioner are not required any more.

5. Learned counsel for the petitioner has failed to satisfy this Court as to on what principle of law, can the petitioner's services be directed to be continued on contractual basis. The right of the petitioner to continue extends only to the contractual period and not thereafter.

6. Be that as it may, this petition is found to be without any merit and is accordingly, dismissed along with connected IA.