

(2012) 08 MP CK 0222

In the Madhya Pradesh High Court

Case No : Writ Petition No"s. 12592/12 (s) and 12593/12 (s)

Mohit Singh Verma

APPELLANT

Vs

The State of Madhya Pradesh

RESPONDENT

Date of Decision : 21-08-2012

Acts Referred:

Citation : (2012) 08 MP CK 0222

Hon'ble Judges : Rajendra Menon, J

Bench : Single Bench

Advocate : Om Namdeo, for the Appellant; B.P. Pandey, Learned Dy. Govt. Advocate for the State, for the Respondent

Final Decision : Dismissed

Judgement

Rajendra Menon, Judge

1. As common questions of law are involved in both these petitions, they are being decided by this common order. Both the petitioners were appointed as "District Co-ordinators" by the M. P. Jan Abhiyan Parishad. They were appointed to work under the establishment of the Parishad and in the orders of their contract appointment Annexure P-1 dated 12/03/07, it is clearly stated that they are contract appointees appointed for a period of one year and they will have a consolidated salary of Rs. 11,000/-p.m. Petitioners have been transferred from their place of appointment i.e. Singrauli to Raisen. Petitioners are husband and wife and inter alia contending that petitioners are contract appointees and they cannot be transferred from one place to another, they have filed this writ petition.

2. Annexure P-4 is the transfer order of the petitioners. It is stated by Shri Om Namdeo that petitioners were appointed on contract basis for a particular period and in a particular place and according to the terms and conditions of appointment, they cannot be transferred.

3. Shri B. P. Pandey, learned Dy. Govt. Adv. refuted the aforesaid and took me through the terms and conditions of appointment and argued that the

appointment was made by the "Parishad" and according to the order of appointment Annexure P-1, it is seen that the appointment is for a period of one year on consolidated salary of Rs. 11,000/-p. m. and it was stated that the appointment was for work to be done under the Parishad.

4. Shri B. P. Pandey took me through the 19 conditions of appointment indicated in the order of appointment and argued that petitioners can be posted in any office under the "Parishad" and in the absence of any stipulation in the order of appointment indicating that petitioners are appointed in a particular place or a particular office, they cannot have any grievance in the matter.

5. Having heard learned counsel for the parties and on a perusal of the conditions of appointment, it is seen that in the appointment order, it is not stipulated that petitioners are appointed in a particular place or a particular office. The appointment order is issued by the "Parishad" from its Head-office at Bhopal and in the order of appointment, it is clearly stated that during the period of appointment, the petitioners are appointed on contract basis, will have to do the service as may be entrusted from time to time by the "Parishad".

6. As the order of appointment does not show that the appointment is for a particular place or office and as the appointment is made by the Parishad for taking work of the post in connection with the work of the Parishad, in the absence of any stipulation to show posting of the petitioners only in a particular place during the contract period, interference into the matter is not called for. Accordingly, finding no ground to interfere into the matter, both the petitions are dismissed.