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**(2013) 05 DEL CK 0348**

**In the Delhi High Court**

**Case No : Writ Petition (C) No. 3064 of 2013**

Pramod Kumar Shukla

APPELLANT

Vs

D.S.A.C.S. and Others

RESPONDENT

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**Date of Decision : 10-05-2013**

**Acts Referred:**

**Citation : (2013) 05 DEL CK 0348**

**Hon'ble Judges : Valmiki J Mehta, J**

**Bench : Single Bench**

**Advocate : Rajesh Ranjan, for the Appellant;**

**Final Decision : Dismissed**

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## **Judgement**

Valmiki J Mehta, J.—Petitioner was appointed with the respondent No. 1/Delhi State AIDS Control Society as a Technical Officer for the first time vide appointment letter dated 7.10.2011. Appointment admittedly was on contract basis for one year and contract was terminable before the expiry without giving any reason by giving a 7 days notice. Petitioner's contract was thereafter renewed for three months after expiry of one year period vide office order dated 17.10.2012 and this order specifically mentioned that contract is renewed only for three months to give an opportunity to the petitioner Sh. Pramod Kumar Shukla to improve his performance. The petitioner's contract was thereafter not renewed because the petitioner's services were found to be lacking. I may note that the Ministry of Health and Family Welfare, National AIDS Control Organization has specifically issued a circular dated 15.11.2010 specifying that appointments should only be on contract basis and extensions have to be considered only as per the evaluation of the services of the employees. This circular is filed as Annexure J to the writ petition.

2. By the writ petition, the petitioner claims that he should be given further contract of services and his services should not have been terminated inasmuch as petitioner had done his job properly and he was duly qualified. Reliance is

placed upon a letter dated 18.4.2013 issued by the Additional Project Director of the respondent No. 1 giving a certificate as under:-

Ref. No. F2(T004)/DSACS/Admn./11/623

Dated: 18/4/13

To Whom It May Concern

Certified that Sh. Pramod Shukla S/o Sh. Krishna Swaroop Shukla R/o B-40, Room No. 32, Christian Colony, Patel Chest, University of Delhi, 07 has worked as Technical Officer (SRL) in Delhi State AIDS Control Society from 07-10-2011 to 04-03-2013 purely on contractual basis and was drawing a fixed remuneration of Rs. 24250/- ( Rs. Twenty Four Thousand Two Hundred Fifty Only) per month. His work and conduct is satisfactory.

We wish him all success in his life.

(Dr. A.K. Gupta)

Addl. Project Director, DSACS

It is argued that once this certificate said that the work and conduct of the petitioner was satisfactory, the petitioner's services ought to have been extended beyond 16.1.2013.

3. In my opinion, once the services of the petitioner stood terminated w.e.f. 17.1.2013 giving of the aforesaid certificate letter dated 18.4.2013 to help the petitioner to find a new job cannot mean that respondent No. 1 was not justified in not extending the contract of service on account of inadequate performance of the petitioner. That the petitioner's performance was inadequate is clear from the extension order dated 17.10.2012 which specifically stated that the petitioner had to improve his performance and which performance was found to be lacking as reported by Centre I/C. No benefit can also be derived by the petitioner from the certificate dated 18.4.2013 as if the petitioner was continued till 4.3.2013 inasmuch as admittedly there is no contract or extension of contract for any period after 17.1.2013 much less till 4.3.2013. However since there is a certificate of working of the petitioner till 4.3.2013, and for which no extension order has been shown to me, in case the petitioner has worked with the respondent No. 1 till 4.3.2013, petitioner will be compensated by the respondent No. 1 for working from 17.1.2013 till 4.3.2013 in accordance with the Rules.

4. This Court cannot sit in armchair of the competent authority to decide the satisfaction of the services of an employee. The employer is best suited to decide the suitability of an employee. In the present case, I do not find that any grave reasons exist for this Court to substitute its own opinion for that of the employer as per which the petitioner's services were found to be lacking and therefore no extension of contractual services was granted. The writ petition is accordingly dismissed subject to the observations that in case the petitioner has worked from 17.1.2013 to 4.3.2013, the respondent No. 1 will compensate the petitioner in

accordance with the Rules of the respondent No. 1.