

(2015) 04 JH CK 0141
In the Jharkhand High Court
Case No : WP(S) No. 1471 of 2015

Ranjit Gorai and Others

APPELLANT

Vs

The State of Jharkhand and Others

RESPONDENT

Date of Decision : 17-04-2015

Acts Referred:

Citation : (2015) 2 JLJR 613

Hon'ble Judges : Aparesh Kumar Singh, J

Bench : Single Bench

Advocate : Om Prakash Tiwari, for the Appellant

Final Decision : Dismissed

Judgement

Aparesh Kumar Singh, J—Heard counsel for the parties. These three petitioners were engaged on daily wages on the post of Sweeper by Civil Surgeon-cum-Chief Medical Officer, Bokaro in the respective Additional Primary Health Centre, Bhendra and Kanjkiro and Primary Health Centre, Nawadih by Annexures-2, 3 & 4 dated 22.11.2008, 4.3.2010 and 5.12.2008 respectively. Their engagement was also governed by the terms and conditions of the contract (Annexures-2/1, 3/1 and 4/1), clause-5 thereof stipulated that their services can be terminated in case either it is not satisfactory or their services are not required by the respondents as it was purely temporary in nature. By the impugned order at Annexures-5 and 5/1 dated 12.3.2015, services of these three petitioners are being terminated for which two months prior notice has been issued by the Medical Officer Incharge, Community Health Centre, Nawadih.

2. Perusal of the impugned order indicates that not only are they being given the required two months notice and salary in lieu thereof will be paid, but it is also indicated therein that two persons who are regular in service, are posted as Sweeper in the said Additional Primary Health Centre, Kanjkiro and Bhendra. Order at Annexure-5 also refers to the decision taken in the meeting chaired by the Deputy Commissioner, Bokaro held on 29.1.2015, whereunder it was decided

that the places where there are more than required workforce of Sweepers, their services be disengaged. From the terms of contractual engagement and their appointment letters and what has been indicated in the impugned orders, it is therefore evident that not only they have been given two months notice, but the reasons for their disengagement has also been indicated that there are two regular sweepers working in the said centre.

3. Learned counsel for the petitioners has enclosed the information furnished under the R.T.I., vide Annexure-6 dated 20.1.2015 which indicates that the total post of Sweepers vacant in Bokaro district is 13. However, the said information is in respect of entire Bokaro district while in the case of the petitioners, it is categorically stated in the impugned orders itself that there are two regular Sweepers posted at Additional Primary Health Centre, Bhendra and Kanjkiro and that is why, services of two petitioners are being disengaged. Petitioners" claimed that they have also represented against the impugned orders. However, the right to continue in appointment by the petitioners is based upon the terms of the appointment letter and agreement entered into by them with the respondent authorities.

4. As has been noticed hereinabove, in terms of the appointment letter and the agreement which clearly stipulates that the engagement is purely temporary on daily wage basis and it can be terminated in case their services are not required, the impugned orders disengaging them cannot be said to be contrary to the terms and conditions of the agreement or for non-supply of any valid reasons. Therefore, this Court is not inclined to interfere in the impugned order. However, while parting, it is observed that in case respondents feel necessity of engaging daily wagers in the post of Sweeper on any such vacant post, case of these petitioners should also be considered while taking such a decision. Accordingly, the writ petition is dismissed, however with the aforesaid observations.