
(2006) 01 AHC CK 0221

In the Allahabad High Court

Case No : Civil Miscellaneous Writ Petition No. 50360 of 2004

Sanjiv Kumar

APPELLANT

Vs

State of U.P. and District Programme Manager/Secretary,
District Blindness Control Society (DBCS)

RESPONDENT

Date of Decision : 20-01-2006

Acts Referred:

Constitution of India, 1950 — Article 12, 226

Citation : (2006) 5 AWC 5313 : (2006) 2 UPLBEC 1317

Hon'ble Judges : Rakesh Tiwari, J

Bench : Single Bench

Advocate : Rajiv Shukla, Manish Kumar, M.K. Sharma and Munesh Kumar, for the Appellant; D.R. Choudhary and S.C., for the Respondent

Final Decision : Dismissed

Judgement

Rakesh Tiwari, J.—The petitioner was initially appointed as Driver in District Blindness Control Society, Badaun a socially registered under The Societies Registration Act in a project financed by the World Bank under the supervision and control of the Central Govt. The appointment of the petitioner was for one year w.e.f. 29.9.97 and was extended from time to time.

2. The contention of counsel for the petitioner is that The District Blindness Control society is a set-up which is being controlled by the central as well as state Governments to implement The projects financed by the world Bank. District Magistrate is its Chairman and District Project Manager is its Secretary/Manager.

3. Whenever a project or scheme for the welfare of the humans is financed by the world Bank in any country, it is through the Govt. of that country but that does not make the Agency which implements the project, a "state" in main the meaning of Article 12 of the constitution and the employees engaged in such projects do not become Govt. servants.

4. It is averred in paragraph 5 of the counter affidavit that the petitioner has not been appointed against any substantive post District Blindness Control Society has been constituted under the scheme of world Bank and District Magistrate is one of the representative of the state to ensure but money financed by the World Bank is properly utilized. It is clearly averred that the aforesaid society is not covered under the term "State" in main the meaning of Article 12 of the constitution. The Society is not under the administrative or financial control of the state Govt. The Writ Petition is not maintainable as the petitioner was engaged in contract basis and his services have come to an end after expiry of the period of contract which has not been extended. As such he was not required to be served with any notice is to be afforded opportunity of hearing in view of condition No. 3 of the letter of contract specifically mentioning that the appointment is temporary and the services can be terminated at any time without any notice.

5. The petitioner had accepted the aforesaid terms of the contract with open eyes and it he claims any breach of contract, proper remedy is by way of Suit. High Court, Under Article 226 of the constitution cannot enforce any contract of personal service. There is no whisper in the Writ Petition as to how the society which had entered into contract with the petitioner by engaging him as driver for specified period is "State" within the meaning of Article 12 of Constitution.

6. At this stage, counsel for the petitioner states that his salary for 2 months, i.e. for October and November 2004 has not been paid and prayed that a direction be issued for payment of salary.

7. Since it has been held that the Writ Petition is not maintainable, the petitioner can avail of the remedy in any other forum under the law available to him.

8. The writ petition is dismissed. No order as to costs.