

[2019] 7 S.C.R. 295

RAJASTHAN STATE ROADWAYS TRANSPORT CORPORATION

A

V.

PARAMJEET SINGH

(Civil Appeal No. 4593 of 2019)

B

MAY 3, 2019

[DR. DHANANJAYA Y. CHANDRACHUD AND

HEMANT GUPTA, JJ.]

Service Law: Termination of respondent-conductor appointed on a contractual basis – Contractual appointment was for a period of one year or until the shortage of drivers was met whichever was earlier – Termination order, challenged – High Court allowed the writ petition on the ground that there was breach of principle of natural justice – On appeal held: The terms of the appointment indicated that the respondent was on a purely contractual appointment and that the services could be dispensed with, without notice at any stage – In view of the terms of the contractual engagement, there was no fault in the action of the appellant in terminating the respondent – The impugned judgment of the High Court is set aside.

Hari Ram Maurya v Union of India and others (2006)
9 SCC 167 – distinguished.

Case Law Reference

(2006) 9 SCC 167

distinguished

Para 10

F

CIVIL APPELLATE JURISDICTION : Civil Appeal No. 4593
of 2019.

From the Judgment and Order dated 19.09.2016 of the High Court of Judicature for Rajasthan, at Jaipur Bench, Jaipur in D.B. Civil Special Appeal (Writ) No. 859 of 2016.

Intiaz Ahmed, Ms. Naghma Intiaz, Ahmed Zargham (for M/S. Equity Lex Associates), Advs. for the Appellant.

H

- A The Judgment of the Court was delivered by
DR. DHANANJAYA Y CHANDRACHUD, J.
1. Leave granted.
2. The respondent was appointed as a conductor on a contractual basis on 21 January 2006 by the appellant. The contractual appointment was for a period of one year or until the shortage of drivers was met, whichever was earlier. The agreement (described as the contract letter) which was entered into between the appellant and the respondent stipulated as follows:
- C “11. While working as a conductor if on inspection of vehicle enroute if any passenger is found without a ticket then in such a situation the second party would be removed from the temporary employment and to fulfill the loss, he would also be liable to pay the amount as determined by the Head Quarter. Apart from this the first party would be at liberty to proceed against the second party under the prevention of without ticket travel act.”
- D 3. Clause 16 of the agreement stipulated that:
- “16. The first party will have the right to terminate the temporary appointment of the first party at any time without any notice.”
- E 4. The services of the respondent were dispensed with on 21 March 2007.
- F 5. Challenging the order of termination, the respondent filed a writ petition, which was allowed by a learned Single Judge of the Rajasthan High Court on 6 April 2016. The writ appeal was dismissed on 19 September 2016 by a Division Bench of the High Court.
- G 6. The respondent has been served, but has not entered appearance.
- H 7. The sole ground on which the writ petition was allowed was that there was a breach of the principle of natural justice.
- G 8. Learned counsel appearing on behalf of the appellant submits that the High Court was in error, having regard to the fact that the nature of the appointment was purely contractual for a period of one year or until the shortage of drivers was met, whichever was earlier. Moreover, the contract stipulates that the services of the respondent could be dispensed with without any notice.

9. We find merit in the submission. The terms of the appointment indicate that the respondent was on a purely contractual appointment and that the services could be dispensed with without notice at any stage. A

10. The learned Single Judge of the High Court relied upon a decision of this Court in **Hari Ram Maurya v Union of India and others**¹. That case is, however, distinguishable since it was found by this Court that the removal was on the ground that the employee, though he was engaged on a temporary basis, was guilty of a charge of bribery. B

11. Having regard to the terms of the contractual engagement, we are of the view that the action of the appellant cannot be faulted. We accordingly allow the appeal and set aside the impugned judgment and order of the High Court. In consequence, the writ petition filed by the respondent shall stand dismissed. However, there shall be no order as to costs. C

Devika Gujral

Appeal allowed.