

**IN THE HIGH COURT OF JHARKHAND AT RANCHI**

**W.P. (S) No. 129 of 2023**

1. Uday Kant Yadav, aged about 53 years, S/O Late Vijoy Chandra Manjhi R/o village Daulatpur, PO and PS. Singhni via-Basukinath Dham, District-Dumka Jharkhand.
2. Niranjan Kumar, aged about 52 years, S/o Sri Narsingh Prasad Bhagat, R/o Rampur, P.O + PS. Mal Rampur (Gandhinagar), District Godda, Jharkhand.
3. Allwin Lawrence Minz, aged about 40 years S/o Sri Nahun Minz, R/o. Ghocho Toli, PO. + PS. and District-Simdega, Jharkhand
4. Uttam Prakash, aged about 36 years, S/o Rajmani Kumar, R/o village-Kariwana, PO-Bhatahar, P.S-Tharihari, District-Nalanda, Bihar
5. Alok, aged about 40 years, S/o Sri Akhilesh Kumar, R/o Yamuna Sadan, Back of Civil Line Thana, Lal Kothi Compound, P.O + PS and District - Gaya, Bihar
6. Kumari Shalini Tiru @ Shalini Tiru, aged about 37 years, D/o Mr. Christ Anand Tiru, R/o 264, Road No. 3, Bosco Nagar, Hesag, P.O + P.S. Hatia, District Ranchi, Jharkhand.
7. Amit Kumar Das, aged about 40 years, S/o Sri Kartik Chandra Das, R/o village Ratanpur, P.O + P.S. Barharwa, District Sahibganj, Jharkhand.

...      ...      **Petitioners**

Versus

1. The State of Jharkhand.
2. The Chief Secretary, Government of Jharkhand, Project Bhavan, PO. + P.S. Dhurwa, District Ranchi, Jharkhand.
3. The Principal Secretary, Agriculture and Sugar Cane Development Department (now called as Agriculture, Animal Husbandry and Cooperative Department) Government of Jharkhand, Nepal House, P.O. + P.S. Doranda, District Ranchi, Jharkhand.
4. The Deputy Secretary, Agriculture and Sugar Cane Development (now called as Agriculture, Animal Husbandry and Cooperative Department), Government of Jharkhand, Nepal House, P.O. + P.S Doranda, District Ranchi, Jharkhand.
5. The Director, Soil Conservation Department, Government of Jharkhand, having office at Krishi Bhavan Compound, Kanke Road, P.O.+ P.S. Kanke, District Ranchi, Jharkhand.
6. The Principal Secretary, Personnel, Administrative Reforms and Rajbhava Department, Government of Jharkhand Project Bhavan, P.O. +P.S. Dhurwa, District Ranchi, Jharkhand.

7. The Secretary Finance, Government of Jharkhand, Project Bhavan,  
P.O. +P.S. Dhurwa, District Ranchi, Jharkhand

... ... **Respondents**

**With**  
**Cont. Case (Civil) No. 785 of 2023**

Bhola Nath, aged about 53 years, S/o Late Nageshwar Thakur R/o Village Murim Kala, P.O. Gosa and P.S. Ramgarh, District-Ramgarh, Jharkhand

... ... **Petitioner**

Versus

1. The State of Jharkhand

2. Mr. Abu Bekar Siddiqui, the Principal Secretary, Agriculture and Sugar Cane Development Department (now called as Agriculture, Animal Husbandry and Cooperative Department) Government of Jharkhand, Nepal House, P.O. + P.S. Doranda, District Ranchi, Jharkhand

3. Mr. Ajay Kumar Singh, the Director, Soil Conservation Department, Government of Jharkhand, having office at Krishi Bhavan Compound, Kanke Road, P.O.+ P.S. Kanke, District Ranchi, Jharkhand

... ... **Opposite parties**

**With**  
**W.P. (S) No. 2597 of 2023**

Bhola Nath, aged about 53 years, S/o Late Nageshwar Thakur R/o Village Murim Kala, P.O. Gosa and P.S. Ramgarh, District-Ramgarh, Jharkhand

... ... **Petitioner**

Versus

1. The State of Jharkhand.

2. The Chief Secretary, Government of Jharkhand, Project Bhavan, P.O. + P.S.Dhurwa, District Ranchi, Jharkhand.

3. The Principal Secretary, Agriculture and Sugar Cane Development Department (now called as Agriculture, Animal Husbandry and Cooperative Department) Government of Jharkhand, Nepal House, P.O. + P.S. Doranda, District Ranchi, Jharkhand

4. The Deputy Secretary, Agriculture and Sugar Cane Development (now called as Agriculture, Animal Husbandry and Cooperative Department), Government of Jharkhand, Nepal House, PO + PS Doranda, District Ranchi, Jharkhand.

5. The Director, Soil Conservation Department, Government of Jharkhand, having office at Krishi Bhavan Compound, Kanke Road, P.O.+ PS. Kanke, District Ranchi, Jharkhand

- 6 The Principal Secretary, Personnel, Administrative Reforms and Rajbhasa Department, Government of Jharkhand Project Bhavan, PO +PS Dhurwa, District Ranchi, Jharkhand
7. The Secretary Finance, Government of Jharkhand, Project Bhavan, PO +PS Dhurwa, District Ranchi, Jharkhand

...                    ...                    **Respondents**

**With**

**W.P. (S) No. 3621 of 2023**

1. Prakash Kumar, aged about 36 years, S/o Narendra Sinha R/o House No. 10, Shanti Nagar, Baridih, P.O.-Baridih, Jamshedpur, District Purbi Singhbhum, Jharkhand-831017
2. Amresh Kumar Thakur, aged about 45 years, S/o Sri Murari Thakur, R/o N. H.-02, Near D.N. S. School, P.O. Mugma, Gopalpur, Kesarkural, P.S. Nirsa, District-Dhanbad, Jharkhand-828204
3. Prakash Kumar Singh, aged about 39 years, S/o Sri Prem Kumar, R/o Dalsagar, P.O. Dalsagar, P.S. Buxar, District-Buxar, Bihar-802116
4. Navneet Ranjan, aged about 37 years, S/o Sri Shailendra Kumar, R/o Village-Adarsh Nagar, Harnut, P.O. and P.S. Harnut, District Nalanda, Bihar-803110

...                    ...                    **Petitioners**

**Versus**

1. The State of Jharkhand.
2. The Chief Secretary, Government of Jharkhand, Project Bhavan, P.O. + P.S. Dhurwa, District Ranchi, Jharkhand.
3. The Principal Secretary, Agriculture and Sugar Cane Development Department (now called as Agriculture, Animal Husbandry and Cooperative Department) Government of Jharkhand, Nepal House, P.O. + P.S. Doranda, District Ranchi, Jharkhand
4. The Deputy Secretary, Agriculture and Sugar Cane Development (now called as Agriculture, Animal Husbandry and Cooperative Department), Government of Jharkhand, Nepal House, PO + PS Doranda, District Ranchi, Jharkhand.
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7. The Secretary Finance, Government of Jharkhand, Project Bhavan, PO +PS Dhurwa, District Ranchi, Jharkhand

...                    ...                    **Respondents**

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**CORAM: HON'BLE MRS. JUSTICE ANUBHA RAWAT CHOUDHARY**

For the Petitioners

: Mr. Krishna Murari, Advocate

For the Respondents

: Mr. Vishal Kumar Rai, Advocate  
Mr. Mithilesh Singh, Advocate  
(In Cont. Case (Cvl) No. 785/2023  
and WPS No. 2597/2023)  
: Mrs. Vandana Singh, Advocate  
Mr. Ashwini Bhushan, Advocate  
(In WPS No. 129/2023)  
: Mr. Sudhanshu Kr. Singh, Advocate  
(In WPS No. 3621/2021)

**10/14<sup>th</sup> May 2024**

**Lastly heard on 19<sup>th</sup> March 2024**

1. Learned counsel for the parties are present.
2. **W.P.(S) No. 129 of 2023** has been filed on 16.01.2023 for the following reliefs: -

(a) *To declare & hold that part of the office order dt- 13.12.2022 (Annexure-15), whereby contrary stipulation has been made not to grant further extension, is malafide in violation of principle of Natural justice besides in violation of Article -21 of the constitution of India and thereby nullity being void ab-initio and according to quash the same to that effect.*

(b) *Further to declare and hold that since the petitioners were appointed with mere nomenclature of contractual employee and whereas their services is regular in nature with all trappings of regular permanent employee and are catering the need of the state by discharging public duty from ten years as against sanctioned posts, they have not only perfected their right of absorption/regularization as per the law laid down in the case Uma Devi Vs. State of Karnataka reported in (2006) 4 SCC 1 (para-53) to be read with the case of State of Karnataka Vs. M.L. Keshri reported in (2010) 9 SCC 247 (pr-7) but also they are entitled for continuity of service as per the fundamental right of life as endowed under Article-21 of the Constitution of India, even after expiry of so called period of contract.*

(c) *Consequently, for direction upon the respondents as a whole to regularize/absorb the services of the petitioners on the vacant sanctioned post of Junior Engineer (Agl. Engineering) in the respondent department of Agriculture, Animal Husbandry and Cooperative inasmuch as they were appointed upon such sanctioned vacant post way back in the year 2012 with due pay, by the competent authority having due eligibility and suitability criteria by following the prescribed procedure of open Advertisement.*

*And/or*

(d) *During the pendency of the writ petition to restrain the respondents from disengaging/discontinuing the services of the petitioners contrary to mandate of absorption/regularization given in the case of Uma Devi Vs. State of Karnataka reported in (2006) 4 SCC 1 (para- 53) to be read with the case of State of Karnataka Vs. ML Keshri reported in (2010) 9 SCC 247 (pr-7), as the same has been continued from ten years without any break.*

**AND/OR**

(e) *For any other relief(s), for which the petitioners are legally entitled to in the facts and circumstances of this case.*

3. **W.P. (S) No. 2597 of 2023** has been filed on 09.05.2023 for the following reliefs: -

a) *To declare & hold that part of the office order dt. 28.02.2023 (Annexure- 17), whereby contrary stipulation has been made not to grant further extension, is malafide in violation of principle of Natural justice besides in violation of Article 21 of the constitution of India and thereby nullity being void ab-initio and according to quash the same to that effect.*

b) *Further to declare and hold that since the petitioner was appointed with mere nomenclature of contractual employee and whereas his services is regular in nature with all trappings of regular permanent employee and are catering the need of the state by discharging public duty from ten years as against sanctioned posts, he has not only perfected his right of absorption / regularization as per the law laid down in the case Uma Devi Vs. State of Karnataka reported in (2006) 4 SCC 1 (para-53) to be read with the case of State of Karnataka Vs. M.L. Keshri reported in (2010) 9 SCC 247 (pr-7) but also he is entitled for continuity of service as per the fundamental right of life as endowed under Article-21 of the Constitution of India, even after expiry of so called period of contract*

c) *Consequently, for direction upon the respondents as a whole to regularize/absorb the services of the petitioner on the vacant sanctioned post of Junior Engineer (Agl Engineering) in the respondent department of Agriculture, Animal Husbandry and Cooperative inasmuch as he was appointed upon such sanctioned vacant post way back in the year 2012 with due pay, by the competent authority having due eligibility and suitability criteria by following the prescribed procedure of open Advertisement*

*And/or*

d) *During the pendency of the writ petition to restrain the respondents from disengaging /discontinuing the services of the petitioner contrary to mandate of absorption/ regularization given in the case of Uma Devi Vs. State of Karnataka reported in (2006) 4 SCC 1 (para- 53) to be read with the case of State of Karnataka Vs. M.L. Keshri reported in (2010) 9 SCC 247 (pr-7); as the same has been continued from ten years without any break.*

*AND/OR*

*For any other relief(s) for which the petitioner is legally entitled to in the facts and circumstances of this case."*

4. **Contempt Case (Civil) No. 785 of 2023** has been filed on 18.09.2023 for the following reliefs: -

*"This is an application of Contempt proceeding upon the contemnors/opposite parties for wilful and deliberate violation of the order dated 17.07.2023 passed in W.P. (S) No. 2597 of 2023 (Annexure-2) by Hon'ble Dr. Justice S. N. Pathak. The said order has been passed in parity to order dated 14.02.2023 in W.P. (S) No. 129 of 2023 (Annexure-7) by Hon'ble Mr. Justice Ananda Sen, whereby and*

*whereunder “while issuing notice, this Hon’ble Court directed that “If the petitioners are working, they will not be removed without the prior approval of this Court” and which has been treated in rem by applying the same w.r.t. all similarly situated persons against seven petitioners but excluding the present petitioner only; which constitute selective compliance and thereby reckless contempt of this Hon’ble Court.”*

5. **W.P. (S) No. 3621 of 2023** has been filed on 12.07.2023 for the following reliefs: -

*“To declare and hold that since the petitioners were appointed with mere nomenclature of contractual employee and whereas their services is regular in nature with all trappings of regular permanent employee and are catering the need of the state by discharging public duty from ten years as against sanctioned posts, they have not only perfected their right of absorption/regularization as per the law laid down in the case Uma Devi Vs. State of Kamataka reported in (2006) 4 SCC 1 (para- 53) to be read with the case of State of Kamataka Vs. M.L. Keshri reported in (2010) 9 SCC 247 (pr-7) but also they are entitled for continuity of service as per the fundamental right of life as endowed under Article 21 of the Constitution of India, even after expiry of so called period of contract.”*

*(b) Consequently for direction upon the respondents as a whole to regularize/absorb the services of the petitioner on the vacant sanctioned post of Junior Engineer (Agl Engineering) in the respondent department of Agriculture, Animal Husbandry and Cooperative inasmuch as he was appointed upon such sanctioned vacant post way back in the year 2012 with due pay, by the competent authority having due eligibility and suitability criteria by following the prescribed procedure of open Advertisement and are still continuing as such in view of the order dated 14.02.2023 passed in analogous W.P. (S) No. 129 of 2023 (Annexure-18).*

*(c) Further for direction upon the respondent authorities not to arbitrarily throw away/remove terminate the petitioners in teeth of settled doctrine of law that “an ad hoc cannot be replaced by another ad hoc” since they are discharging his duties regularly for more than 12 years with all tapings of regular employee and treatment as such by applying all disciplinary and conduct rule appertaining to state government as has been held in the case of Harguru Pratap Singh vs. State of Punjab reported in (2007) 13 SCC 292.”*

6. In the batch of these matters, arguments have been recorded in order the dated 19<sup>th</sup> March 2024. Arguments of the petitioners are as follows: -

**W.P.(S) No. 129 of 2023**

- i. The learned counsel for the petitioners has submitted that the petitioners were appointed after following due procedure against the vacant sanctioned post though the appointment was on contractual basis. Initial period of contract was for one year which was renewed from time

to time and most of the time renewal was after the last date. The learned counsel has submitted that the cause of action arose to move this Court in view of Annexure-15 dated 13.12.2022 wherein the extension was granted by way of last chance meaning thereby no further extension would be granted thereafter.

ii. The learned counsel has referred to Annexure-10 dated 25.08.2015 to submit that the appointing authority i.e. the Director, Soil Conservation, Jharkhand, Ranchi had himself recommended to the Secretary of the Agriculture, Animal Husbandry and Co-operative Department, State of Jharkhand clearly mentioning that all the procedure including the reservation roster were followed at the time of the appointment of the petitioners and he had recommended that under such circumstances their services were to be regularized.

iii. The learned counsel has also submitted that though at the time of appointment, the amount payable to the petitioners was consolidated amount but by issuance of letter dated 06.10.2015 as contained in Annexure-11 the petitioners were also granted an appropriate pay scale. He submits that action of the respondents indicates that the petitioners were throughout treated as regular employee, though initially appointed on contract basis and renewed from time to time.

iv. The learned counsel has also submitted that even the petitioners were subject to transfer and one such sample order of transfer with regard to one of the petitioners has been annexed as Annexure-12 which is a transfer order from Lohardaga to Ranchi vide letter dated 23.06.2016. Learned counsel submits that appointment of the petitioners for all practical purposes were regular in nature and for the purposes of nomenclature only it was contractual.

#### **W.P. (S) No. 2597 of 2023**

v. With respect to W.P. (S) No. 2597 of 2023, the learned counsel for the petitioner has referred to Annexure-17 which is a letter dated 28.02.2023 of extension of the contractual employment of the petitioner and submits that the extension was *post-facto* for the period from

18.01.2021 to 17.01.2022 and from 18.01.2022 to 17.01.2023. The learned counsel submits that this letter itself indicates that the petitioner was continuing to work irrespective of any letter of extension and therefore the very issuance of letter of extension was completely meaningless. The petitioner was a regular employee for all practical purposes.

vi. The learned counsel while referring to page 56 of the writ petition which is a letter dated 16.03.2023 has submitted that as per the said document, there was a need for extension as there were no Junior Engineers in the department.

vii. The learned counsel has submitted that the action of the respondents in taking work from the petitioner as regular employee throughout and subjecting him to renewal of contract from time to time, mostly *post-facto*, is exploitative in nature, inasmuch as, the petitioner has been deprived of regular service benefits which are otherwise available to regular employee. He submits that the respondents, being a model employer, cannot act in a manner they have acted in the present case.

viii. The learned counsel has referred to paragraph 27 of the writ petition to submit that attendance report was generated in the month of April, 2023 also and a representation dated 15.03.2023 was made to the Good Offices of Soil Conservation Officer, Chatra for continuation of the services of the petitioner which was duly forwarded by the Soil Conservation Officer, Chatra vide his letter dated 16.03.2023 as contained in Annexure-16 series. It has been mentioned in the letter that the petitioner was working as contractual employee and his contract was expiring on 17.01.2023 and therefore the petitioner had made a representation for extension of contract which was forwarded for extension vide letter dated 16.03.2023.

ix. The learned counsel has submitted that the counter-affidavit filed in the present case is dated 04.10.2023 and no statement has been made in the counter-affidavit that the petitioner was ever discontinued or any

order to that effect was passed, rather the continuation of working of the petitioner stands admitted in the counter-affidavit.

x. The learned counsel submits that the interim order in this case was passed on 17.07.2023 and on that day the petitioner was working and therefore by virtue of such order, the petitioner ought to have been continued but a letter dated 31.07.2023 was issued by the Director to all the field officers asking how the various persons were continuing in service without any extension order. The learned counsel has submitted that all the field officers of different districts had responded to the letter dated 31.07.2023 issued by the Director stating that the work was required to be taken from the petitioners as they were involved in developmental work, but so far as Chatra District is concerned, the authority tried to cover up the fact regarding taking up of work from the petitioner by issuing a letter that no work was being taken from the petitioner since 15.06.2023 and such letter was issued on 08.08.2023 and also on 28.08.2023 and consequently all the persons in the other writ petitions were continued by virtue of the interim orders passed by this Court except the present petitioner although the interim order was passed in favour of the writ petitioner, namely, Bhola Nath.

#### **W.P. (S) No. 3621 of 2023**

xi. This writ petition has altogether four petitioners.

xii. The learned counsel for the petitioners submits that in this case same letter of extension dated 13.12.2022 is involved and since the letter of extension was by way of last chance, therefore, the writ petition was filed on 12.07.2023. The persons at serial Nos. 5, 6, 10 and 11 as mentioned in Annexure 15 to the writ petition are the petitioners in the present writ petition and the rest 07 persons are the petitioners in the aforesaid writ petition being W.P. (S) No. 129 of 2023.

xiii. The learned counsel has also submitted that the interim order was refused to the petitioners vide order dated 16.08.2023 with liberty to file a fresh interlocutory application. In spite of refusal of interim order vide order dated 16.08.2023, the letter of extension dated 25.08.2023 annexed

in the contempt application being Contempt Case (Civil) No. 785 of 2023, was issued in connection with altogether 10 persons, except one. A copy of the extension letter has been produced before this court.

xiv. The learned counsel for the petitioners has relied upon the following judgments:

- (a) The judgment passed by this Court in the case of *Kamal Prasad and others Vs. State of Jharkhand and others* reported in *2011 SCC Online Jhar. 1050* paragraph nos. 21, 22, 25, 26, 27 to 31.
- (b) The judgment passed by the Hon'ble Supreme Court in the case of *State of Jharkhand and others v. Kamal Prasad and others* reported in *(2014) 7 SCC 223* paragraph no. 33, 34, 36, 42, and 44.
- (c) The judgment passed by the Hon'ble Supreme Court reported in *(2018) 8 SCC 238 (Narendra Kumar Tiwari and others Vs. State of Jharkhand and others)* and submitted that as per para 10, the case of regularization has to be considered under two distinct circumstances (a) if the candidate has completed 10 years of service on the date of promulgation of regularization rules. (b). If they have completed 10 years of service, they should be regularized unless there is valid objection to their regularization. He submits that the second part of paragraph 10 is independent of the first part.

**Arguments of the respondents as recorded in order dated 19<sup>th</sup> March 2024**

xv. The learned counsel appearing on behalf of the respondents while opposing the prayer has advanced his argument from the records of W.P.(S) No. 2597 of 2023 and Contempt Case (Civil) No. 785 of 2023, in which the petitioner is one and the same person. The learned counsel has submitted that there is no dispute with regards to the facts narrated

by the learned counsel for the petitioners during the course of arguments so far as they relate to other petitioners.

xvi. The learned counsel submits that the advertisement has been placed on record at page 31 of the writ petition. As per the advertisement, though the posts were permanent, but recruitment was only on contractual basis for a period of one year subject to renewal. As per clause 1, the employment was temporary and contractual, and the incumbent could not claim any regularization or absorption. The learned counsel has also referred to clause 4 thereof to submit that in absence of non-renewal, the contract will stand discontinued.

xvii. The learned counsel thereafter referred to Annexure - 5 which is office order dated 27.12.2012 to submit that as per office order also, similar clauses are there and it has been specifically mentioned in clause 3 (iii) thereof that an agreement is required to be executed for the purposes of joining and as per the agreement no claim for extension/absorption or regularization will be entertained. He has also referred to clause 3(v) of the said office order and has submitted that the incumbent could be removed on account of misconduct or upon regular employment. The learned counsel has submitted that for the purposes of regular employment rules have been framed by notification dated 10.03.2014. He has referred to clause 4.3.2 of the rules and also to clause 6.1 and 6.2 to submit that 50% posts are to be filled up by direct recruitment and 50% through promotion and total sanctioned posts being 22, 11 posts were to be filled up by direct recruitment and 11 by promotion. He submits that steps were taken by issuance of letter dated 02.05.2023 to JPSC for filling up the 11 posts. The requisition has been sent by the Agriculture Department to the Personnel Department of the State of Jharkhand for filling up the post for 11 direct recruits and total persons involved in the present cases are 11 in number and if the petitioners are to be regularized, they will occupy all the 11 posts for direct recruits and the rules which have been framed vide notification dated 10.03.2014 will become meaningless. By any means, they cannot

be adjusted against promotee post. He submits that this is without prejudice to his argument that the petitioners are not entitled for regularization in view of the terms and conditions of the advertisement and their appointment.

xviii. The learned counsel has further submitted that so far as the contempt is concerned, the petitioner-Bhola Nath had his extension only till 17.01.2023 and the interim order was passed on 17.07.2023. The learned counsel has referred to the representation of the petitioner- Bhola Nath dated 23-08-2023 annexed as Annexure -13 in Cont. (Civil) Case No. 785 of 2023 to submit that he filed a representation for his reinstatement in service of junior engineer and had stated that on the day the interim order was passed, he was working in the office.

xix. The learned counsel submits that pursuant thereto, an inquiry was conducted and a communication was received mentioning that the petitioner, Bhola Nath, had worked only till 15.06.2023 and on the date of passing of the interim order, no work was being performed by Bhola Nath and therefore, the respondents have not committed any error or any violation of the orders passed by this Court in not extending the benefit of order dated 17.07.2023 to Bhola Nath.

xx. The learned counsel has relied upon the judgment passed by the Hon'ble Supreme Court reported in *(2010) 9 SCC 247 (State of Karnataka and others vs. M.L. Kesari and others)* paragraph Nos.8 to 11, and also the judgment passed in the case of *Narendra Kumar Tiwari Vs. State of Jharkhand* reported in *(2018) 8 SCC 238*, paragraph nos.5, 6, and 8. The learned counsel has further relied upon a Notification regarding Regularization, which has been issued by the State as a sequel to the judgment passed by the Hon'ble Supreme Court in the case of *Uma Devi* and *M.L. Kesari*, which is dated 13.02.2015, and has submitted that initially the cut-off date was taken as the judgment passed in the case of *Uma Devi* as 10.04.2006 for completion of 10 years of service and subsequently by virtue of the order passed in the case of *Narendra Nath Tiwari*, the cut-off date for completion of 10 years was

taken as 20.06.2019. He submits that on 20.06.2019, the petitioners did not complete 10 years of service, and accordingly, the petitioners are not entitled to regularization as per the scheme framed by the State of Jharkhand.

xxi. The learned counsel has relied upon the judgment passed by the Hon'ble Supreme Court reported in *(2018) 9 SCC 293 (K. Anbazhagan and another Vs. Registrar General, High Court of Madras and another)*, paragraph no. 14, to submit that the petitioners having accepted the terms and conditions of the advertisement and the appointment, they are not entitled for any relief by way of regularization. The learned counsel has also submitted that the regularization or absorption in service is not a right of the petitioners, the same has to be done as per the policy and the scheme framed by the respondents and for this, he has referred to the judgment reported in *(2012) 6 SCC 502 (Brij Mohan Lal Vs. Union of India and others)* Para. No. 172.

**Rejoinder arguments of the petitioners.**

xxii. The learned counsel for the petitioners, in response, has referred to paragraph 34 of the judgment passed by the Hon'ble Supreme Court in the case of *State of Jharkhand Vs. Kamal Prasad (Supra)* which is the submissions made by the counsel appearing on behalf of the employees in the said case. He submits that ultimately the issues were framed in paragraph No. 36 of the judgment and out of three issues, the petitioners are concerned with issue Nos. 36.1.(i) and 36.2.(ii).

xxiii. The learned counsel has submitted that the Hon'ble Supreme Court has taken care of paragraph 53 of “*Umadevi*” judgment as well as the judgment passed in the case of “*Olga Tellis Vs. Bombay Municipal Corp.*” reported in *(1985) 3 SCC 545*. The learned counsel submits that right to life under Article 21 cannot be defeated. The learned counsel has referred to findings in paragraph Nos. 43 and 44 of the judgment and has submitted that the present case is not a case of appointment but it is a case of regularization. Once the condition precedent i.e. the period of 10

years, is complete, the petitioners are entitled for regularization and such claim cannot be denied by the respondents.

xxiv. The learned counsel has also relied upon the judgment passed a Co-ordinate Bench of this Court reported in **2023 (1) JBCJ 500 [HC] (Narendra Kumar Tiwari and others Vs. state of Jharkhand and others)** (Paragraphs 24, 30, 36, 37 and 41 to 45) to submit that this Court has held that the Rules of Regularization of the year 2019 have not been framed in terms of the judgment passed by the Hon'ble Supreme Court in the case of **Umadevi (supra)** read with **M. L. Kesari (supra)** and also the judgment in the case of **Narendra Kumar Tiwari (supra)**.

7. Arguments were concluded on 19<sup>th</sup> March 2024 and the cases were directed to be posted for judgement on 14<sup>th</sup> May 2024.

#### **I.A No. 3966 of 2024**

8. After the arguments were concluded on 19<sup>th</sup> March 2024, an interlocutory application being I.A. No. 3966 of 2024 has been filed by the petitioners in W.P. (S) No. 129 of 2023 vide affidavit dated 19.04.2024 seeking recall of order dated 19.03.2024 and restore the hearing of the writ petition by alleging that the respondents have suppressed material facts from this Court and have committed fraud, and the alleged material was with regard to the statement made by the respondents that in the year 2014 the respondent-department has promulgated Jharkhand Subordinate Agriculture Service (Appointment and Promotion) Rule, 2013, pursuant to which regular appointment requisition was made for 50% (that is, 11) posts of direct recruit Junior Engineer (Agriculture) but willfully suppressed that those 11 requisitions were made due to rest being occupied by the petitioners and there is no promotional post for the want of feeder cadre post. It has been alleged that arguments have been advanced beyond pleadings that 50% of the posts as enumerated at Rule 5 shall be filled by promotion from feeder cadre as there is no feeder cadre for promotion to the post of Junior Engineer nor there is any body to claim such promotion. It has also been alleged in the interlocutory application that the respondents have suppressed the judgment passed by the Hon'ble Patna High Court reported in **(1994) 2 PLJR 509** wherein it has been

held that the claim of surveyors for promotion to the post of Junior Engineer is *non-est* and thereby there was no feeder cadre for promotion to the post of Junior Engineer (Agriculture Engineering). It has also been alleged in the interlocutory application that the aforesaid Rule of 2013 is non-workable for promotion to the post of Junior Engineer. It has also been stated in the interlocutory application that the respondents have proposed for an amendment in the aforesaid Rules of 2013 so far it relates to promotion to the post of Junior Engineer. There is also an allegation of suppression of fact that requisition was made vide letter no. 2751 dated 12.05.2023 and advertisement was issued for appointment of various posts of Junior Engineer (Agriculture Engineering) vide Advertisement No. 04 of 2023 and 09 appointments have already been made vide office order dated 06.03.2024 and still petitioners are working as rest of the 13 posts are not promotional posts.

**9.** This Court is of the considered view that the allegations made through I.A. No. 3966 of 2024 need not be gone into. Considering the prayers made in the writ petitions, the present case can be decided without referring to allegations made in the interlocutory application as there is no need to go into the point as to whether there are any promotional avenues to the post of Junior Engineer (Agriculture). However, the fact remains admitted even in the interlocutory application that there have been regular appointments of at least 09 persons pursuant to recruitment under the rules of 2013 under Advertisement No. 04/2023 and some of the petitioners have continued to work pursuant to the interim orders passed by this Court in these batch of writ petitions. The core questions involved in this case would reveal that the points raised by the petitioners in I.A. No. 3966 of 2024 do not have much relevance for considering the reliefs prayed by the petitioners in these writ petitions. While deciding the writ petitions, it will certainly be kept in mind that appointments have been made during the pendency of these writ petitions for the posts other than the posts occupied by the petitioners and most of the petitioners have continued to work even after expiry of the contractual period by virtue of interim orders passed by this Court, except Sri. Bhola Nath who was working in the district of Chatra and was not granted the benefits of orders

passed by this Court. Sri. Bholanath has filed a contempt petition being Contempt Case (Civil) No. 785 of 2023 which will be dealt separately.

**10.** In view of the aforesaid, this Court is not inclined to recall the order dated 19<sup>th</sup> March 2024 and fix the case for fresh hearing.

**11. Accordingly, I.A No. 3966 of 2024 is dismissed.**

**Findings of this Court**

**12.** In the writ petition being W.P. (S) No. 129 of 2023 there are seven petitioners; in the writ petition being W.P. (S) No. 2597 of 2023 there is only one petitioner and in the writ petition being W.P. (S) No. 3621 of 2023 there are four petitioners. A contempt petition has been filed by the writ petitioner of W.P. (S) No. 2597 of 2023. Thus, there are altogether 12 petitioners involved in the present batch of cases. The rights of the petitioners essentially flow from the nature of employment which is considered as under.

**13. The nature and terms and conditions of employment of the petitioners.**

a) Vide Office order No. 1395 dated 06.09.2012 issued under the signature of Respondent No. 5, permanent sanction post of Junior Engineer in Agriculture, Animal Husbandry and Co-operative Department were identified/determined for all 22 districts in the State of Jharkhand in pay scale of Rs. 9300-34800, grade pay of Rs. 4200/- . The minimum qualification was graduation/diploma in Agriculture Engineering from a recognized University/Institution.

b) In the aforesaid letter dated 06.09.2012, a reference was also made to the Departmental Letter No. 1449 dated 30.05.2012 wherein it was mentioned that the financial sanction was received for appointment on ***contractual basis*** which was approved on 29.06.2012 vide Agenda No. 13 and the letter to that effect was issued by the Finance Department vide Letter No. 1830 dated 31.08.2012. The letter also mentioned that 22 posts were sanctioned in the different Districts of the State of Jharkhand and that the payment will be made from non-planned

expenditure of the establishment by its Drawing and Disbursing Officer.

- c) This Court finds from the contents of the letter dated 06.09.2012 annexed with the writ petition that though 22 permanent posts were sanctioned but the Finance Department took a conscious decision to fill up these posts on contractual basis and allocated the ways and means for payment to such contractual appointees.
- d) As a sequel to the aforesaid letter dated 06.09.2012, an Advertisement was published on 18<sup>th</sup> September 2012 (Annexure-2). The Advertisement reveal that appointment was to be made for the aforesaid 22 permanent posts having the aforesaid pay scale and grade pay for the entire State of Jharkhand on ***contractual basis*** upon consolidated payment of Rs.17,750/- per month. The terms and conditions of Advertisement reveal that the minimum qualification was prescribed and provision for reservation was also made. As per the terms and conditions of the Advertisement, the appointment would be ***purely temporary and on contractual basis*** and the appointee shall not claim for regularization/absorption in any department of the State. It was provided that the contractual appointment was for a period of one year and if the work was found satisfactory, the period of contract would be extended and right from the first appointment, an agreement was required to be entered into between the successful candidate and the respondent No. 5 in non-judicial stamp paper of Rs. 50. It was provided that if the appointing authority was of the view that there was no requirement to take work, then the appointment could be terminated with one month's notice. It was also provided that if the contract of appointment is not renewed then the contract will automatically be understood to have been terminated.

- e) As per the arguments of the learned counsel for the petitioners, the petitioners in all these cases claim to have participated in the aforesaid selection process and were issued Admit Card calling them to appear in the selection process by way of interview and ultimately the petitioners were declared successful to be appointed on the post of Junior Engineer (Agriculture Engineering) vide office order No. 1893 dated 27.12.2012 (Annexure-4). The office order also contained similar terms as that of the advertisement. In the office order, it was mentioned that selected candidates would be entitled for honorarium of Rs. 17,750/- per month. As per the terms and conditions of the office order dated 27.12.2012, it was again mentioned that the selected candidates were required to enter into agreement with respondent No. 5 in non-judicial stamp paper of Rs. 50 and they will not be entitled to claim any extension of contract/ regularization/ permanency and initially the agreement will be for a period of one year. It was also provided that in case the service is not found satisfactory, the appointment could be terminated with one month' notice. It was also mentioned that if the services are found satisfactory, the agreement could be extended till further orders and the employees would be paid honorarium as revised from time to time. However, the facts mentioned later in this judgement would reveal that the agreements were extended from time to time only for fixed period and the last extension/renewal letter stipulated that there would be no further extension/renewal.
- f) Thereafter an office order No. 1913 dated 29.12.2012 (Annexure-5) was issued and the successful candidates were directed to join in respective districts within 21 days and a waiting list was also kept ready, in case one or the other person does not join. Since 07 persons, did not join, seven more persons were appointed from waiting list vide office order no.

139 dated 29.01.2013. The petitioners reported before respondent No. 5, entered into the required agreement and upon being relieved they joined the different districts and have been discharging their duties with satisfaction of all concerned and their contract of appointment was also renewed from time to time. The name of the petitioners in office order No. 1913 dated 29.12.2012/ office order No. 139 dated 29.01.2013 is reflecting in the following Chart: -

**W.P. (S) No. 129 of 2023**

| Serial No. of petitioner                             | Reference of Office no.  |
|--|--|
| Petitioner No.- 1 Uday Kant Yadav                    | Name not found in office order no. 1913 dated 29.12.2012 or in office no. 139 dated 29.01.2013 |
| Petitioner No. 2- Niranjan Kumar                     | Sl. No. 14 in office order no. 1913 dated 29.12.2012   |
| Petitioner No. 3- Allwin Lawrence Minz               | Sl. No. 06 in office order no. 139 dated 29.01.2013  |
| Petitioner No. 4- Uttam Prakash                      | Sl. No. 03 in office order no. 139 dated 29.01.2013  |
| Petitioner No. 5- Alok                               | Sl. No. 11 in office order no. 1913 dated 29.12.2012   |
| Petitioner No. 6- Kumari Shalini Tiru @ Shalini Tiru | Sl. No. 17 in office order no. 1913 dated 29.12.2012   |
| Petitioner No. 7- Amit Kumar Das                     | Sl. No. 15 in office order no. 1913 dated 29.12.2012   |

**W.P. (S) No. 2597 of 2023**

| Petitioner No.               | Reference of Office no.                              |
|------------------------------|--|
| Sole petitioner - Bhola Nath | Sl. No. 09 in office order no. 1913 dated 29.12.2012 |

**W.P. (S) No. 3621 of 2023**

| Petitioner No.                        | Reference of Office no.  |
|---------------------------------------|--|
| Petitioner No. 1- Prakash Kumar       | Sl. No. 13 in office order no. 1913 dated 29.12.2012   |
| Petitioner No. 2- Amresh Kumar Thakur | Sl. No. 04 in office order no. 1913 dated 29.12.2012   |
| Petitioner No. 3- Prakash Kumar Singh | Sl. No. 06 in office order no. 1913 dated 29.12.2012   |
| Petitioner No. 4- Navneet Ranjan      | Name not found in office order no. 1913 dated 29.12.2012 or in office no. 139 dated 29.01.2013 |

- g) Though the name of petitioner No. 1 of W.P. (S) No. 129 of 2023 and petitioner No. 4 of W.P. (S) No. 3621 of 2023 do not find place in office order No. 1913 dated 29.12.2012 or in office No. 139 dated 29.01.2013 but it is not in dispute from the side of the respondents also that they were appointed on contractual basis for initial period of one year and their services were renewed from time to time.
- h) *Thus, the petitioners were appointed on purely contractual basis backed by a decision of the Finance Department to undertake contractual appointment on 22 sanctioned posts to be paid from non-plan expenditure. This was followed by advertisement for selection on honorarium basis and the selection process culminated in appointment of most of the petitioners and then followed by entering into contract of employment for initial period of one year extended from time to time for fixed periods.*

**14. Extension of the period of contract.**

- A. A letter of extension dated 07.10.2020 for fixed period has been placed on record which contains the name of 12 persons who are petitioners before this Court, including Sri Bhola Nath, petitioner of W.P.(S) No. 2597 of 2023. The outer date of engagement for each person was different. So far as the next letter of extension dated 23.08.2021 is concerned, the name of Bhola Nath is not there in the list of those whose services have been extended for another term of fixed period, though different period for different persons.
- B. Said Sri Bhola Nath, sole Petitioner of W.P.(S) No. 2597 of 2023 was granted extension vide order dated 28.02.2023 (Annexure-17 to W.P.(S) No. 2597 of 2023) issued by the respondents for the period from 18.01.2021 to 17.01.2022 and also for the period from 18.01.2022 to 17.01.2023, indicating that the extension was by way of last instance and no further extension will be granted.
- C. So far as the case of the petitioners in W.P.(S) No. 129 of 2023 are concerned, the last extension granted to them was vide letter dated

13.12.2022 which was by way of last instance indicating that no further extension will be granted.

D. The outer date of the extended period as per last extension stipulating that no extension will be granted along with the total period of work of each petitioners as per the contract of engagement, are as follows: -

**W.P. (S) No. 129 of 2023**

| Serial No. of petitioner                                      | Reference of Office of initial appointment   | Extended Contract Period vide office order No. 866 dated 13.12.2022 | Total period of work as contractual employee when taken from the date of issuance of appointment letter. |
|---|--|---|--|
| Petitioner No.- 1<br>Uday Kant<br>Yadav                       | Name not found in office order no. 1913 dated 29.12.2012 or in office no. 139 dated 29.01.2013 | 24.04.2022 to 23.04.2023  | Initial date of appointment is not available.  |
| Petitioner No. 2-<br>Niranjan Kumar                           | Sl. No. 14 in office order no. 1913 dated 29.12.2012   | 28.12.2021 to 27.12.2022  | 9 years 11 months 29 days as per office order no. 1913 dated 29.12.2012                                  |
| Petitioner No. 3-<br>Allwin Lawrence<br>Minz                  | Sl. No. 06 in office order no. 139 dated 29.01.2013  | 03.02.2022 to 02.02.2023  | 10 years 01 months 4 days as per office order no. 139 dated 29.01.2013                                   |
| Petitioner No. 4-<br>Uttam Prakash                            | Sl. No. 03 in office order no. 139 dated 29.01.2013  | 10.02.2022 to 09.02.2023  | 10 years 0 months 11 days as per office order no. 139 dated 29.01.2013                                   |
| Petitioner No. 5-<br>Alok                                     | Sl. No. 11 in office order no. 1913 dated 29.12.2012   | 15.01.2022 to 14.01.2023  | 10 years 0 months 16 days  |
| Petitioner No. 6-<br>Kumari Shalini<br>Tiru @ Shalini<br>Tiru | Sl. No. 17 in office order no. 1913 dated 29.12.2012   | 11.01.2022 to 10.01.2023  | 10 years 0 months 11 days as per office order no. 1913 dated 29.12.2012                                  |
| Petitioner No. 7-<br>Amit Kumar Das                           | Sl. No. 15 in office order no. 1913 dated 29.12.2012   | 28.12.2021 to 27.12.2022  | 9 years 11 months 29 days  |

**W.P. (S) No. 2597 of 2023**

| Petitioner        | Reference of Office no of initial appointment.       | Period of extension of contract                         |
|-------------------|--|---|
| Sole petitioner - | Sl. No. 09 in office order no. 1913 dated 29.12.2012 | 18.01.2021 till 17.01.2023 vide order dated 28.02.2023. |

|               |  |  |
|---------------|--|--|
| Bhola<br>Nath |  |  |
|---------------|--|--|

**W.P. (S) No. 3621 of 2023**

| Sl. No. of Petitioner                 | Reference of Office order of initial appointment .   | Period of last extension of contract vide office order No. 866 dated 13.12.2022. | Total period of work as contractual employee when taken from the date of issuance of appointment letter |
|---------------------------------------|--|--|---|
| Petitioner No. 1- Prakash Kumar       | Sl. No. 13 in office order no. 1913 dated 29.12.2012   | 11.01.2022 to 10.01.2023   | 10 years 0 month 12 days as per office order no. 1913 dated 29.12.2012                                  |
| Petitioner No. 2- Amresh Kumar Thakur | Sl. No. 04 in office order no. 1913 dated 29.12.2012   | 20.01.2022 to 19.01.2023   | 10 years 0 month 21 days as per office order no. 1913 dated 29.12.2012                                  |
| Petitioner No. 3- Prakash Kumar Singh | Sl. No. 06 in office order no. 1913 dated 29.12.2012   | 11.01.2022 to 10.01.2023   | 10 years 0 month 12 days as per office order no. 1913 dated 29.12.2012                                  |
| Petitioner No. 4- Navneet Ranjan      | Name not found in office order no. 1913 dated 29.12.2012 or in office no. 139 dated 29.01.2013 | 23.12.2021 to 22.12.2022   | Initial date of appointment is not available.   |

*E. Thus, the period of contract of each of the petitioners has expired and the petitioners are continuing by virtue of interim order passed by this Court except Sri Bhola Nath. In the meantime, regular recruitment with respect to 09 persons have been made and total posts being 22, the petitioners, except Sri Bhola Nath have continued to work by virtue of interim orders passed by this court. With the aforesaid back ground of extension of service, it would be important to consider that the contempt petition filed by Sri Bhola*

*Nath who is aggrieved by the fact that he has not been granted benefit of the interim orders of this Court.*

**15. Contempt Case (Civil) No. 785 of 2023 filed by the writ petitioner of W.P.(S) No. 2597 of 2023**

a) Writ petition being W.P.(S) No. 2597 of 2023, was filed after the extended period was over but no statement has been made in the writ petition that even on the date of filing of the writ petition, the writ petitioner was working.

b) The contempt petition was filed alleging violation of order dated 17.07.2023 passed by this Court in W.P. (S) No. 2597 of 2023 to the following fact: -

*“it is made clear that if the petitioner is working he will not be removed without prior approval of this Court”.*

c) Upon perusal of the prayer made in paragraph 1 of the contempt petition, it is apparent that the petitioner claimed that the order passed by this Court dated 14.02.2023 in W.P. (S) No. 129 of 2023 was treated to be in rem by the respondents and was applied with respect to all similarly situated persons excluding the petitioner of the contempt case and on that ground, it was urged that such action on the part of the respondents constituted selective compliance and thereby reckless contempt of this Court.

d) This Court is of the considered view that when a specific order was passed in the case of petitioner on 17.07.2023 in W.P. (S) No. 2597 of 2023, no recourse could be taken by the petitioner to refer to the interim order dated 14.02.2023 passed in W.P. (S) No. 129 of 2023 by stating that the said order was taken by the respondents to be an order in rem. This Court finds that there was no indication in the order dated 14.02.2023 passed in W.P. (S) No. 129 of 2023 that the said order was in rem and therefore alleging violation of order dated 14.02.2023 passed in W.P. (S) No. 129 of 2023 while not applying it to the petitioner and applying it to other similarly situated persons cannot be

said to a willful and deliberate violation of order passed by this Court calling for any action in the contempt petition.

e) This Court further finds that from perusal of the contempt petition that on the date interim order dated 17.07.2023 was passed, the extended period of the petitioner had already expired on 17.01.2023. It further appears from the records that a recommendation was made for extension of the period of contract of the petitioner from 18.01.2022 to 17.01.2023 vide letter dated 16.03.2023, but no letter of extension has been placed on record. The averments made in the contempt petition also reveal that there is no such assertion made by the petitioner that on the day the interim order dated 17.07.2023 was passed, the petitioner was working. Rather, the petitioner has placed on record a letter No. 915 dated 31.07.2023 which was issued by the high authority as to how and under what circumstances the person whose contract period was over were still working. The letter dated 31.07.2023 does not specifically refer to the continuation of service of the petitioner. It further appears from the show cause filed by the opposite parties that an enquiry was conducted and it was found that the petitioner had worked till 15.06.2023 and no rejoinder has been filed to the show cause. Thus, on the date the interim order was passed in the case of the petitioner of W.P. (S) No. 2597 of 2023, he was not working.

f) *In aforesaid circumstances, no case for contempt is made out and accordingly the contempt proceeding is hereby dropped. Suffice is to say that if the petitioners of the other cases are treated in a particular manner after this judgement, there can be no reason to treat Bhola Nath differently.*

**16.** After having considered the nature of employment and the nature of renewals/extensions of contract of engagement granted to the petitioners, the core questions which arise for consideration in the light of the arguments advanced by the parties are as under: -

*Whether the petitioners, who were appointed on contractual basis and continued from time to time by renewal of the contract for specified period(s), have any right to seek continuation of service even when the respondents have taken a conscious decision not to further renew the contract of the petitioners?*

*Whether the conscious decision taken by the respondents vide the impugned letter of last renewal of contractual employment of the petitioners not to renew the contract of employment any further calls for interference by this court?*

*And*

*Whether the petitioners having been appointed on contractual basis for one year and renewed from time to time for specified period on each occasion of renewal are entitled for regularization and other relief as prayed for in these writ petitions having continued for about 10 years from the date of their initial appointment in absence of any applicable scheme for regularization of such contractual employees like the petitioners?*

17. All the points are corelated and accordingly taken up together for consideration.

18. Admittedly, the contract of employment on fixed monthly honorarium was renewed/extended from time to time and most of the time the renewal was after expiry of the period of contract but before the expiry of the last date of the extended period. It is not a case where the petitioners were continued for indefinite period even after expiry of the initial period of contract so as to acquire a status different from that of a contractual employee. Although the petitioners continued for a period more or less than 10 years but the continuation was supported by orders of extensions/renewals as per the terms of the contract itself. The decision to undertake contractual appointment, followed by advertisement and appointment on honorarium basis was for one year further followed by agreement to that effect as per the terms of the advertisement. The cause of action to file the present writ petitions arose when the last letter of extensions/renewals indicated that there would be no further renewals/extensions and the petitioners challenged the said stipulations made

in the letters of extensions and made a prayer for regularization. Admittedly, the petitioners are not entitled to regularization as per the scheme of regularization framed by the State of Jharkhand in the year 2015 modified in 2019, rather the learned counsel for the petitioners has argued to the extent that it has been observed by the Hon'ble Supreme Court that the scheme for regularization framed by the State is not in consonance with the judgements passed by the Hon'ble Supreme Court. However, there is no prayer challenging the scheme for regularization framed by the State and the petitioners are claiming regularization independent of the scheme of regularization. In the meantime, the respondents have also undertaken regular appointments through advertisement and 09 posts have been filled up and 11 petitioners are continuing by virtue of interim orders extended to the petitioners except Sri Bhola Nath for which a contempt petition has been filed but this court has dropped the contempt proceedings as discussed above.

**19.** Though the posts were sanctioned but the advertisement was issued for appointment on contractual basis for a period of one year subject to renewal. This was as per the financial sanction. The petitioners continued in service for a period more or less than 10 years. On each occasion, there was renewal/extension of the period of contract and at the time of last renewal, it was intimated that there would be no further renewal or extension of services of the petitioners. Some of the petitioners filed writ petition prior to expiry of the last date of the extended period and some filed writ petition after the expiry of the last date of extended period of contract challenging the portion of the order of last renewal of contract whereby it was mentioned that there would be no further renewal.

**20.** Admittedly, the petitioners are not covered by the scheme of regularization framed by the State of Jharkhand in the year 2015 and modified in the year 2019 framed pursuant to the judgments passed in the case of *Umadevi (supra)* , *M.L. Kesari (supra)* and *Narendra Kumar Tiwari (supra)*.

**21.** This Court is of the considered view that the petitioners, having been appointed on contractual basis with extension from time to time do not have a

statutory or legal right to continue on the post as the period of contract/extended period of contract is over.

**22.** Admittedly the period of contract was renewed for each successive period of one year though it was renewed after the expiry of the period on each occasion and the orders of renewal which have been placed on record indicate that mostly the contract was renewed prior to expiry of next successive period of contract of one year.

**23.** This Court is of the considered view that the petitioners were well aware and were duly put to notice on each occasion of renewal regarding the period of extension. They were conscious of the fact that they were contractual employee for the contractual period extended from time to time. The petitioners cannot be legally said to have any legitimate expectation or any legal right for renewal/extension of the contract period much less renewal/extension in perpetuity. No right stood crystalized in favour of the petitioners to seek regularization of their services when the appointment itself was on contractual basis and extended for specified period each time. There is no scheme for regularization of contractual employee placed by either party and the petitioners are not covered by the scheme for regularization framed by the State of Jharkhand.

**24.** In the aforesaid circumstances, the petitioners are neither entitled for renewal of their contract by quashing that portion of the last renewal letter by which it was indicated that there would be no further renewal nor they are entitled for any mandamus for regularization of their services.

**25.** This Court is of the considered view that a contractual employee shall remain to be on contractual employment unless his status is changed by reference to one or the other service rules/scheme for regularization governing the contractual employment or the legal relationship changes by the conduct of the parties. This Court has found that the status of the petitioners was that of contractual employee and continued to be so till last renewal.

**26.** It is further important to note that it is not the case of the petitioners that the contractual employee has been replaced by another set of contractual employees. Rather, the materials on record reveal that the respondents have

undertaken regular employment and has appointed 09 persons as regular employee through advertisement. Although an internal communication amongst the respondents was issued indicating that the services of the petitioners are required but that itself does not crystalize any right in favour of the petitioners to seek extension of contractual employment or regularization. The decision to extend or not to extend the services is the prerogative and under exclusive domain of the respondent-State. This Court is of the considered view that it is exclusively within the domain of the respondents to deal with its requirement of manpower from time to time and the manner in which such requirement is to be met.

**27.** This Court is further of the considered view that merely because there is a permanency of requirement of Junior Engineers (Agriculture), the same itself also does not confer any right upon the petitioners for renewal of their contract of employment or for regularization once the initial appointment was on contractual basis. There is no legal bar on the part of the State to make appointments on contractual basis.

**28.** The arguments of the petitioners that though the post was called for contractual appointment but it was only for namesake, inasmuch as, the eligibility was commensurate with the eligibility criteria of regular appointment on permanent basis and that the appointment was made in a pay-scale and that the nomenclature of contractual appointment was just a sham and the appointments was had all trappings of a regular employee, are devoid of any merit. It is not the case that the contractual appointment was made and the relationship of employer and employee continued for years together in spite of expiry of period of contract of employment. But it is a case that where the petitioners continued to work year after year for about 10 years but with a conscious exercise of renewal of contract for only about one year on each occasion for each of the petitioners from time to time.

**29.** This Court is of the considered view that once a contractual appointment is made for a fixed period and the petitioners continue to work and the contract of appointment was renewed year after year by conscious exercise of powers by the State, the contractual appointees cannot claim that they acquired the

status of permanency in the services or that they have acquired any right to claim continuation of contractual employment or regularization.

**30.** As per the submission of the petitioners, a letter dated 25.08.2015 was issued by the appointing authority of the petitioners i.e. Director, Soil Conservation, Jharkhand to the Secretary of the Department that the services of the petitioners should be regularized. Such recommendation also does not help the petitioners in any manner whatsoever, as in absence of any scheme for regularization covering the contractual employment of the petitioners, no regularization can be made. Moreover, even the financial sanction with regards to the posts against which the petitioners were appointed on contractual basis was for contractual appointment only and not for regular appointment on such posts. A process of regular appointment as per rules has been undertaken and 09 persons have been appointed and 11 petitioners (except Bhola Nath) have continued by virtue of interim orders passed by this Court. The total sanction posts are 22 in number.

**31.** The arguments of the petitioners that they were throughout treated as regular employees is also devoid of merit as they continued to work under the order of renewal/extension of contract as per the terms of the contract which permitted extension of contract and were also paid monthly honorarium/fixed amount though the same was fixed referring to pay-scale and the honorarium was also enhanced by again referring to the pay-scale and dearness allowance. A calculation of the revised honorarium has been placed on record by the petitioners. This Court also finds that the terms of engagement of the petitioners on contractual basis was put in writing by virtue of each petitioner entering in individual agreement in non-judicial stamp paper of Rs. 50/- with the appointing authority, the Director, Soil Conservation, Jharkhand, Ranchi with a clear stipulation that petitioners would not be entitled to claim extension of contract/regularization/permanent appointment but the reliefs prayed for in these writ petitions in contrary to and in direct conflict with their terms of engagement and not supported by any policy of the State Government to differently treat the contractual employees like the petitioners by framing any scheme of regularization or under any policy. The requirement of manpower

and the method of recruitment of manpower is in the exclusive domain of the State. This Court would refrain from exercising any power under Article 226 of the Constitution of India in the facts of these cases and direct the respondents from extending the period of contract or regularize the petitioners or to consider their case for regularization in absence of any scheme for regularization governing the petitioners.

**32.** The argument of the petitioners, that action of the respondents in taking work from the petitioners as regular employee and subjecting the petitioners to renewal of contract mostly *post-facto* is exploitation in nature, is also devoid of any merits. It is not the case of the petitioners that they were made to work beyond the scope of their contractual appointment. In fact, no work could have been taken from the petitioners and no payment could have been made in absence of renewal/extension of the period of contract.

**33.** So far as the argument of the petitioners, that some of them were also transferred from one place to another and therefore they were regular employees in all respects, is also devoid of any merits. This Court finds that the recruitment as claimed by the petitioners was pursuant to a common advertisement and all of them entered into an agreement with the Director, Soil Conservation who is the authority for the entire State of Jharkhand. Thus, mere transfer of few employees from one place to another does not change the contractual nature of engagement of the petitioners.

**34.** The petitioners have referred to clause 3(v) and clause 3(vi) of the office order No. 1893 dated 27.12.2012 whereby the list of selected successful candidates was published to submit that as per the said clauses so long as the services are not found unsatisfactory, the tenure of appointment of the petitioners shall be extended by default irrespective of initial contract period.

This Court has gone through the aforesaid clauses and finds that the clause has been misread and misinterpreted by the petitioners. Rather, as per clause 3(iii), the successful candidates were required to enter into prescribed agreement and they will not be entitled to claim extension of contract/permanency/regularization and as per clause 3(iv), initial period of contract would be for a period of one year and the contract could be terminated

giving one month's notice. Clause 3(vi) provides that in case the services are found satisfactory, the contract could be extended till further orders and the increase in honorarium from time to time as per law would be admissible but the clause 3 and its sub-clauses do not provide that if the services of the selected candidates is not found unsatisfactory the tenure of appointment shall be extended by default irrespective of initial period of contract.

In the preset case, the fact remains that there was conscious exercise of power by the respondents to extend the period of contract for a limited period each time and therefore it cannot be said that the petitioners were entitled to continue in service or were continuing in service irrespective of the initial period of contract.

Thus, the argument of the petitioners that the appointment of the petitioners was substantially regular in nature/contractual in nomenclature is rejected. Rather, the nature of appointment and engagement of the petitioners reveal that the engagement was contractual and was continued as contractual in terms of the renewal/extension given from time to time.

**35.** In the judgment relied upon by the petitioners passed by this Court in the case of *Kamal Prasad and Others (supra)*, the petitioners were appointed by the State Government on the post of Junior Engineers in the year 1981 for which recommendation of Public Service Commission was not required. The petitioners were then given appointment on the post of Assistant Engineer by the State Government in the year 1987 though on ad-hoc basis and this appointment was temporary and for six months but the State Government for more than 29 years from first appointment and 23 years from the appointment on the post of Assistant Engineer had no intention to dispense with the services of such employees and therefore took no steps to dispense with their services. The ancillary fact was that under regular selection through Public Service Commission wherein once they failed and on the second occasion they did not participate, still the State Government did not choose to dispense with their services without any restraint order of the Court and continued for more than 10 years or more years.

In the aforesaid background, this Court framed the following core question –

***“Whether in the above facts and circumstances, the petitioners’ services should have been considered for regularization by the State Government”***

In the aforesaid background, it has been held that principles laid down in Uma Devi’s case fully applied to such ad-hoc temporary employee because of the simple reason that such employee were voluntarily continued by the employer for a long time even after the fact that the employees had participated in the selection process while in service but did not succeed.

This Court is of the considered view that the aforesaid judgment does not help the petitioners in any manner as the facts of the present cases are totally different. In these cases, not only the initial appointment was contractual but the appointment remained contractual throughout and the respondents have clearly indicated that they had no intention to continue with the contractual employment of the petitioners any longer.

**36.** The judgment passed in the case of ***Kamal Prasad & Others in L.P.A. No. 256 of 2011*** was subject-matter of consideration by the Hon’ble Supreme Court in the judgment reported in **(2014) 7 SCC 223** whereby the civil appeals were dismissed. The points for consideration were formulated in paragraph 36 which are follows: -

*“36. With reference to the abovesaid rival legal contentions, urged on behalf of the parties the following points would arise for consideration in these civil appeals :-*

*36.1 (i) Whether the impugned judgment is correct in holding that the respondent employees are entitled for the benefit of Umadevi case as they rendered more than 10 years of service in the State Government of Jharkhand without intervention of the court?*

*36.2 (ii) Whether the impugned judgment passed by the Devision Bench of the High Court is vitiated on account of erroneous finding or suffers from error in law?*

*36.3 (iii) Whether the impugned judgment warrants interference by this Court in exercise of power under Article 136 of the Constitution of India on the grounds urged in these appeals?*

*36.4(iv) What order?”*

The finding of the Hon’ble Supreme Court on the basis of evidences and materials produced has been recorded that the evidence on record produced by the respondent-employees would clearly go to show that they have been rendering services in the post as *ad-hoc* engineers since 1987 and have been

discharging their services as permanent employees with the appellants; additional 200 posts were created thereafter by the State Government of Bihar. However, the respondents continued in their services as *ad-hoc* service employees without any disciplinary proceeding against them which prove that they have been discharging their services to the satisfaction of their employer. The Hon'ble Supreme Court recorded that in view of categorical finding of fact that the employees had continued in their services for more than 10 years continuously and therefore the legal principle laid down by the Court in the case of *Uma Devi (supra)* at paragraph 53 squarely applied and the Division Bench of the High Court had rightly held that the employees were entitled for the relief and the same cannot be interfered with. While deciding the case, it was observed that the Division Bench of the High Court by regularizing the respondent-employees had upheld the constitutional principle laid down by the Supreme Court in the case of *Olga Telis* reported in **(1985) 3 SCC 545**.

The Hon'ble Supreme Court recorded its findings in paragraph 46 while dismissing the appeal, which reads as under: -

*"In view of the legal principles laid down in the aforesaid decisions, we are of the opinion that the decision of the High Court does not fall in either of the categories mentioned above which calls for our interference. The Division Bench of the High Court having regard to the glaring facts that the respondent-employees have continuously worked in their posts for more than 29 years discharging permanent nature of duties and they have been paid their salaries and other service benefits out of the budget allocation, no objection was raised by the CAG in this regard and therefore, it is not open for the appellants to contend that the law laid down in Uma Devi's case (supra) has no application to the fact situation. The action of the appellants in terminating the services of the respondent-employees who have rendered continuous service in their posts during pendency of the Letters Patent Appeals was quashed by the High Court after it has felt that the action is not only arbitrary but shocks its conscious and therefore it has rightly exercised its discretionary power and granted the reliefs to the respondent-employees which do not call for our interference. Therefore, we are of the opinion that this Court will not interfere with the opinion of the High Court and on the contrary, we will uphold the decision of the High Court both on factual and legal aspects as the same is legally correct and it has done justice to the respondent-employees."*

In the present case, the petitioners are admittedly not covered by the scheme of regularization framed by the State Government by virtue of the

orders passed by the Hon'ble Supreme Court. The petitioners were still contractual employees till the last extended date of their contractual engagement.

This Court is of the considered view that the distinguishing feature of the present cases is that not only the advertisement but also all the subsequent conduct of both the parties indicated that the appointment was on contractual basis subject to renewal upon satisfaction with a further condition that the petitioners would not claim regularization/continuity in service or absorption in regular establishment. The said arrangement continued for about a decade and each time the continuity in service was supported by extension of contract. Most of time, extension was granted after the last date of the contract period but before the last date of the extended period. It is not the case that even after termination of contract, the petitioners continued to work for a long time without any extension so as to acquire in a different status than that of contractual employee by virtue of continuous service. Accordingly, the present case is totally different on facts as compared to the facts of ***Kamal Prasad's case***.

**37.** The judgment passed by the Hon'ble Supreme Court in the case of “***Gauri Shankar Pd. Rai Vs. Sajal Chakroborty, Chief Secretary, Government of Jharkhand and others***” reported in (2015) 8 SCC 163 has also been cited with respect to the effective date of regularization. The aforesaid judgment was a sequel to the judgment passed in the case of “***State of Jharkhand vs. Kamal Prasad***” reported in (2014) 7 SCC 233 which has been discussed above. Since this Court has held that the petitioners are not entitled for regularization, there is no need to go into the question of effective date of regularization.

**38.** So far as the judgment relied upon by the petitioners in the judgment passed in the case of ***Sheo Narain Nagar & Others (supra)*** is concerned, the foundational fact was that the appellants of the case were initially appointed on daily wage basis in the month of August 1993, later, they were appointed on contractual basis in 1996, and in the year 2000, an order was issued appointing them as regular employee on minimum pay-scale and by virtue of order dated

25.07.2006, they were conferred the status of temporary employee with retrospective effect from 01.10.2002 and there was a direction by the High Court to consider them for regularization, but the services were not regularized.

A writ petition was filed seeking regularization, but the same was dismissed by the learned writ Court, judgment was affirmed by the Division Bench and the matter was subject-matter of consideration before the Hon'ble Supreme Court.

In the aforesaid factual background, the Hon'ble Supreme Court observed that the appellants were basically employed in 1993 and upon completion of 03 years, they were offered the service on contract basis; it was not a case of back door entry and there were no rules in place for offering such kind of employment. The Hon'ble Supreme Court held that the appointment could not be said to be illegal and in contravention of rules as there were no such rules available at the relevant point of time when their temporary status was conferred with effect from 02.10.2002. The Hon'ble Supreme Court held that the appellants were required to be appointed on regular basis as a one-time measure as laid down in paragraph No. 53 of the judgment passed in the case of *Uma Devi (supra)* reported in (2006) 4 SCC 1. It was held that since the appellants had completed 10 years of service and temporary status had been given by the respondents with retrospective effect from 02.10.2002, the services of the appellants be regularized with effect from 02.10.2002 with all consequential benefits and the order of termination was quashed.

The facts of the present case are totally different. The advertisement was issued for appointment on contractual basis and the petitioners were appointed on contractual basis and continued by virtue of renewal of contract from time to time and the cause of action for filing the present case is that as per the last renewal, it has been communicated that no further renewal would be granted. The aforesaid judgment does not apply to the facts of this case.

**39.** In the judgment relied upon by the petitioners in the case of *M.L. Keshri & Others (supra)*, the writ petitioners sought regularization which was dismissed by the writ Court. The Division Bench on appeal directed that the case of each of the writ petitioners to be considered independently on their own

facts. The judgment of the Division Bench was under challenge by the State of Karnataka before the Hon'ble Supreme Court. The Hon'ble Supreme Court observed in paragraph 6 of the judgment that it was held in the judgment passed by the Hon'ble Supreme Court in the case of *Uma Devi (supra)* that a temporary, contractual, casual or daily wage employees do not have a legal right to be made permanent unless they have been appointed in terms of relevant rules or in adherence of Article 14 and 16 of the Constitution of India. However, the court made one exception to the aforesaid legal position through paragraph 53 of the judgment passed in the case of *Uma Devi (supra)*, which reads as under: -

*"53. One aspect needs to be clarified. There may be cases where irregular appointments (not illegal appointments) as explained in S.V. Narayanappa, R.N. Nanjundappa and B.N. Nagarajan and referred to in para 15 above, of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without the intervention of orders of the courts or of tribunals. The question of regularization of the services of such employees may have to be considered on merits in the light of the principles settled by this Court in the cases above referred to and in the light of this judgment. In that context, the Union of India, the State Governments and their instrumentalities should take steps to regularize as a one-time measure, the services of such irregularly appointed, who have worked for ten years or more in duly sanctioned posts but not under cover of orders of the courts or of tribunals and should further ensure that regular recruitments are undertaken to fill those vacant sanctioned posts that require to be filled up, in cases where temporary employees or daily wagers are being now employed. The process must be set in motion within six months from this date."*

The Hon'ble Supreme Court in paragraph 7 of the judgment passed in *M.L. Kesari & others (supra)* summarized the exception to the general principles against 'regularization' enunciated in the judgment of *Uma Devi*, which is quoted as under: -

*"7. It is evident from the above that there is an exception to the general principles against 'regularization' enunciated in Umadevi, if the following conditions are fulfilled:*

- (i) *The employee concerned should have worked for 10 years or more in duly sanctioned post without the benefit or protection of the interim order of any court or tribunal. In other words, the State Government or its instrumentality should have employed the employee and continued him in service voluntarily and continuously for more than ten years.*
- (ii) *The appointment of such employee should not be illegal, even if irregular. Where the appointments are not made or continued against*

*sanctioned posts or where the persons appointed do not possess the prescribed minimum qualifications, the appointments will be considered to be illegal. But where the person employed possessed the prescribed qualifications and was working against sanctioned posts, but had been selected without undergoing the process of open competitive selection, such appointments are considered to be irregular.”*

In paragraph 8 of the judgment, the Hon’ble Supreme Court observed that as per the judgment passed in the case of *Uma Devi (supra)*, the government or instrumentality concerned, were to take steps to regularize the services of those irregularly appointed employee who have served more than 10 years without the benefit or protection of courts or tribunals, as a one-time measure. *Uma Devi (supra)* directed that such one-time measure must be set in motion within a period of 06 months from the date of the decision (rendered on 10.04.2006). While explaining the meaning of term ‘one-time measure’ it was held that it has to be understood in proper prospective and observed in paragraph 9 and 10 as follows: -

*“9. The term “one-time measure” has to be understood in its proper perspective. This would normally mean that after the decision in Umadevi, each department or each instrumentality should undertake a one-time exercise and prepare a list of all casual, daily-wage or ad hoc employees who have been working for more than ten years without the intervention of courts and tribunals and subject them to a process verification as to whether they are working against vacant posts and possess the requisite qualification for the post and if so, regularize their services.*

*10. At the end of six months from the date of decision in Umadevi, cases of several daily-wage/ad-hoc/casual employees were still pending before Courts. Consequently, several departments and instrumentalities did not commence the one-time regularization process. On the other hand, some Government departments or instrumentalities undertook the one-time exercise excluding several employees from consideration either on the ground that their cases were pending in courts or due to sheer oversight. In such circumstances, the employees who were entitled to be considered in terms of Para 53 of the decision in Umadevi, will not lose their right to be considered for regularization, merely because the one-time exercise was completed without considering their cases, or because the six month period mentioned in para 53 of Umadevi has expired. The one-time exercise should consider all daily-wage/adhoc/those employees who had put in 10 years of continuous service as on 10-4-2006 without availing the protection of any interim orders of courts or tribunals. If any employer had held the one-time exercise in terms of para 53 of Umadevi, but did not consider the cases of some employees who were entitled to the benefit of para 53 of Umadevi, the employer concerned should consider their cases also, as a continuation of the one-time exercise. The one time exercise will be concluded only when all the employees who are entitled to be considered in terms of Para 53 of Umadevi, are so considered.”*

The Hon'ble Supreme Court observed that the appeals before the court were pending for last 04 years and the appellants had not considered the case of the respondents of the case for regularization within 06 months of the decision of Uma Devi or thereafter and consequently appropriate order was passed fixing a timeline for consideration of the case of the respondents for regularization.

In the present case, there has been no litigation by the petitioners in connection with their employment right from the date of advertisement till the impugned letter of extension has been issued by which it was indicated that no further extension of contractual employment will be granted. The petitioners are not claiming regularization under the scheme of regularization framed by the respondents in the year 2015 and then modified in the year 2019 by virtue of judgment passed in the case of *M.L. Kesari (supra) & Others*. Some of the petitioners in the present case have continued to work by virtue of interim orders passed by this Court otherwise they would have been discontinued upon efflux of time prescribed in the last order of extension which clearly stipulated that no further extension would be granted.

In the aforesaid circumstances, the judgment passed by the Hon'ble Supreme Court in the case of *M.L. Kesari & Others (supra)* does not apply to the facts of this case. In the present case, the appointment of the petitioners is neither illegal nor irregular, rather the appointment is through advertisement on contractual legally extended from time to time and last renewal stipulates that there would be no extension/renewal. Merely because the petitioners have continued for a period more or less than 10 years, the same does not confer any right upon them to claim extension/renewal of contract or regularization.

**40.** In the judgment passed by the Hon'ble Supreme Court in the case of "*Narendra Kumar Tiwari vs. State of Jharkhand and others*" reported in (2018) 8 SCC 238, the Hon'ble Supreme Court considered the case of *Uma Devi* by which benefit of regularization was given as one-time measure to irregularly appointed employees who had put in more than 10 years of service on cut-off date on 10.04.2006 and the High Court had refused regularization to the petitioners since they had not put in 10 years of service on the cut-off date on 10.04.2006. It was held that the intention of the judgment passed in the case

of ***Uma Devi*** was to prevent irregular/illegal appointments and to confer benefit to those who were irregularly appointed in the past and the fact that the State of Jharkhand continued with irregular appointment for almost a decade after the decision of ***Uma Devi*** was strongly deprecated which was nothing but exploitation of employees concerned which the judgment of ***Uma Devi*** and ***M.L. Keshri (Supra)*** precisely sought to avoid.

It was also observed that the State of Jharkhand came into existence on 15.11.2000 and the cut-off date was 10.04.2006 and therefore, the High Court as well as the State ought to have considered the entire issue in contextual perceptive from the point of view of interest of the State, financial or otherwise and also the employees. It was held that the Regularization Rules of 2015 should have been given pragmatic interpretation and in case the appellants had completed 10 years of service on the date of promulgation of the rules, their services should have been regularized. Consequently, the State of Jharkhand was directed to consider henceforth making regular appointments only. The petitioner has strongly relied upon paragraph 10 of the said judgment which is quoted as under:

***“10. Under the circumstances, we are of the view that the Regularisation Rules must be given a pragmatic interpretation and the appellants, if they have completed 10 years of service on the date of promulgation of the Regularisation Rules, ought to be given the benefit of the service rendered by them. If they have completed 10 years of service they should be regularised unless there is some valid objection to their regularization like misconduct, etc.”***

**41.** The learned counsel has submitted during the course of his arguments that paragraph 10 of the judgement passed in the case of ***Narendra Kumar Tiwari (supra)*** is in two parts; he has referred to 2<sup>nd</sup> part- “....if they have completed 10 years of service they should be regularized unless there is some valid objection to their regularization like misconduct, etc.” to submit that the said direction is irrespective of the scheme of Regularization. The said argument is devoid of any merits as the paragraph 10 of the judgement merely states as to the manner in which the scheme of regularization has to be interpreted by taking a pragmatic approach.

**42.** In the judgment passed by the Hon'ble Supreme Court reported in **2023 SCC OnLine SC 1417 (Ganesh Digamber Jambhrunkar and others Vs. State of Maharashtra and others)** the case of the petitioners was that they were all appointed on contractual basis sometimes in the year 2011 and they were aggrieved by the regular recruitment process and when the case was taken up by the Hon'ble Supreme Court, the recruitment process stood completed but appointment letters were yet to be issued. The petitioners before the Hon'ble Supreme Court wanted to be regularized in the post for which such appointment process was started. In this regard, the learned counsel for the petitioners had referred to the judgment passed by the Hon'ble Supreme Court in the case of "**Sheo Narain Nagar Vs. State of Uttar Pradesh**" reported in **(2018) 13 SCC 432 (paragraph 7).**

The Hon'ble Supreme Court recorded that the issue with which they were concerned in the petition was as to whether by working for a long period of time on contractual basis, the petitioners had acquired any vested legal right to be appointed in the respective posts on regular basis. The Hon'ble Supreme Court appreciated the argument of the petitioners that they have given best part of their life but so far as the law is concerned, the Hon'ble Supreme Court was of a definite view that continuous working did not create any legal right in their favour to be absorbed. It was also observed that in the event there was any scheme for such regularization, they could have availed of such a scheme but there was no such scheme in the said case. The Hon'ble Supreme Court upheld the view of the High Court which had rejected their claim mainly on the ground that they had no right to seek regularization of their services. The Hon'ble Supreme Court refused to take a different view. Paragraphs 3 and 4 of the aforesaid judgment are quoted as under:

*"3. The issue with which we are concerned in this petition is as to whether by working for a long period of time on contractual basis, the petitioners have acquired any vested legal right to be appointed in the respective posts on regular basis.*

*4. We appreciate the argument of the petitioners that they have given best part of their life for the said college but so far as law is concerned, we do not find their continuous working has created any legal right in their favour to be absorbed. In the event there was any scheme for such regularization, they could have availed of such scheme but in this case, there seems to be none. We are also apprised that some of the petitioners*

*have applied for appointment through the current recruitment process. The High Court has rejected their claim mainly on the ground that they have no right to seek regularization of their service. We do not think any different view can be taken.”*

**43.** Accordingly, the aforesaid issues are answered and it is held as under: -

- I. The petitioners, who were appointed on contractual basis and continued from time to time by renewal of the contract for specified period(s), do not have any right to seek continuation of service when the respondents have taken a conscious decision not to further renew the period of contract of the petitioners.
- II. The conscious decision taken by the respondents vide the impugned letter of last renewal of contractual employment of the petitioners not to renew the contract of employment any further, do not call for any interference by this court.
- III. The petitioners, having been appointed on contractual basis for one year and renewed from time to time for specified period on each occasion of renewal, are not entitled for regularization and other relief as prayed for in these writ petitions merely on account of having continued for about 10 years from the date of their initial appointment in absence of any applicable scheme for regularization of such contractual employees like the petitioners.

**44.** Although, this Court has held that neither there is any legal right in favour of the petitioners to seek renewal/extension of their contractual employment nor there is any corresponding duty of the respondents to renew/extend contractual appointment of the petitioners nor the petitioners are entitled to regularization of their services in absence of any scheme for regularization applicable on the petitioners, but the fact remains that all the petitioners except Bhola Nath has continued to work by virtue of interim orders passed by this Court and accordingly all the petitioners are to be paid their honorarium/wages for the period they have worked. Further, this judgment will certainly be not come in the way of the respondents to renew/extend the period

of contract of employment if so required and as per applicable policy of the State Government. However, this Court is neither inclined to issue any mandamus to this effect nor is inclined to quash the last renewal/extension order of contract of employment by which the respondent-State has taken a conscious decision not to renew/extend the period of contract any more.

**45.** As a cumulative effect of the aforesaid findings, this Court finds no merits in these writ petitions and accordingly, W.P. (S) No. 129 of 2023, W.P. (S) No. 2597 of 2023 and W.P. (S) No. 3621 of 2023 are dismissed with aforesaid observations.

**46.** Cont. Case (Civil) No.785 of 2023 is dismissed as above.

**47.** I.A No. 3966 of 2024 is also dismissed as above.

**48.** Other pending interlocutory applications are dismissed as not pressed.

**(Anubha Rawat Choudhary, J.)**

*Binit/Mukul/Saurav/Pankaj/AJR*