



2026:PATHC:13250

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11079 of 2024

Hemlata Kumari Singh D/o Shri Madan Mohan Singh, Resident of Kashturi Chak (Rasen Chak), Naya Ganw, Saran, Bihar-841217.

... .. Petitioner/s

Versus

1. The Bihar Industrial Area Development Authority (BIADA) Udyog Bhawan, Gandhi Maidan, Patna through its Managing Director, 1st Floor, Udyog Bhawan, Gandhi Maidan, Patna.
2. The Chairman cum Managing Director, Bihar Industrial Area Development Authority (BIADA), Udyog Bhawan, Gandhi Maidan, Patna.
3. The Joint Managing Director, Bihar Industrial Area Development Authority Udyog Bhawan, Gandhi Maidan, Patna (BIADA), Udyog Bhawan, Gandhi Maidan, Patna.
4. The Executive Director, Operations Bihar Industrial Area Development Authority (BIADA), Patna, Udyog Bhawan, Gandhi Maidan, Patna.
5. The Deputy General Manager, Hajipur Cluster, Bihar Industrial Area Development Authority (BIADA), Udyog Bhawan, Gandhi Maidan, Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Sanjay Singh, Sr. Advocate Mr. Bibhuti Narayan, Advocate Mr. Ashok Kumar, Advocate
For the Respondent/s	:	Mr. Ayush Kumar, Advocate Mr. Kanishka Shankar, Advocate

CORAM: HONOURABLE MR. JUSTICE DR. ANSHUMAN

ORAL JUDGMENT

Date : 19-01-2026

Heard learned Senior counsel Mr. Sanjay Singh assisted by Mr. Bibhuti Narayan, Advocate for the petitioner and learned counsel Mr. Ayush Kumar assisted by Mr. Kanishka Shankar, Advocate for the Bihar Industrial Area Development Authority (in short 'BIADA').

Re:- I.A. No. 1 of 2025, I.A. No. 2 of 2025 & I.A.

No. 3 of 2025

Learned Senior counsel for the petitioner submits that there are three interlocutory applications mentioned above.





Senior counsel submits that he is not pressing any of the said I.A.

2. As such, I.A. No. 1 of 2025, I.A. No. 2 of 2025 & I.A. No. 3 of 2025, all are hereby dismissed as not pressed.

Re:- C.W.J.C. No. 11079 of 2024

The present writ petition has been filed for the following relief/s:-

“I. For quashing the order dated 29.05.2024 passed in Appeal Case No. 03/2023, by the Respondent No. 2, whereby and where under the Appeal filed by the Petitioner has been dismissed in a mechanical, arbitrary, whimsical, pick and choose manner, whereas the similarly situated coterminous contractual employees has been reinstated considering the fact that the termination of the Petitioner is 'termination stigmatic' and without compliance of the principles of natural justice, service jurisprudence and in teeth of the service procedure laid down by the decision of the Cabinet contained in Memo No.





12534 dated 17.09.2018 (High Level Committee), illegal, arbitrary, malicious decision has been taken, which has no legs to stand in the eyes of law.

II. For quashing the Order/Memo No. 5794/I/737Estt/BIADA/2023 dated 09.09.2023 issued by Executive Director (Operations), BIADA, Patna whereby the contractual service of the Petitioner has abruptly been brought to an end by the Bihar Industrial Area Development Authority (herein after referred to as BIADA) on 09.09.2023 in most arbitrary, whimsical manner without compliance of the principles of natural justice and in complete violation of Article 14, 16 and 21 of the Constitution of India, equity and against all the canons of justice.

III. For the issuance of the direction in the nature of mandamus allowing Restituo in integrum to her post with all consequential benefits.

IV. For any other relief or reliefs for which the petitioner be found entitled in the eye of law.”

2. Learned Senior counsel for the petitioner submits that the order dated 29.05.2024 in Service Appeal No. 03 of





2023 passed by the Respondent no.2 dismissing the petitioner has been made in a mechanical, arbitrary, whimsical, pick and choose manner and it is basically a 'termination stigmatic' without following the service jurisprudence and in gross violation of principles of natural justice. Senior counsel submits that the petitioner was appointed on the post of Area Manager *vide* letter dated 27.01.2023 in the cluster office Hajipur on probation. Senior counsel submits that during the service, a termination notice was served to the petitioner dated 09.09.2023 in which allegation of misconduct, incompetency and indiscipline have been alleged in the light of Clause 2.7(i) and (iii) of the Bihar Industrial Area Development Authority (Financial, Service and Technical) Regulations, 2007. Senior counsel submits that it is an admitted position that the petitioner is the contractual employee, but the High Level Committee of the Government of Bihar *vide* Memo No. 12534 dated 17.09.2018 has protected the services of contractual employees. In this regard, the said circular/resolution has been annexed in the writ petition. Senior counsel further submits that the terms of agreement has been annexed by way of 2nd supplementary affidavit in which it has been stated that appointment of the petitioner has taken place on contractual basis and according to Clause 6, right has been given to the second party of the contract





that the second party may also terminate the contract of the first party by giving two months notice or two months remuneration in lieu thereof. Senior counsel submits that it is true that the petitioner is a contractual employee but, after the issuance of the said circular for protection of the contractual employee issued by the General Administrative Department, Government of Bihar, it is applicable to the contractual employees of the industry department also including BIADA. The said circular is part of the contract.

3. Learned Senior counsel for the petitioner further submits that this Hon'ble Court has pleased to decide the case based on the similarly situated persons as like that of petitioner. Firstly, *vide* order dated 10.02.2025 passed in ***C.W.J.C. No. 18494 of 2024 (Anuj Shuckla Vs. The BIADA & Ors.)***, wherein the petitioner who was appointed on contractual basis and removed on the ground of misconduct, has been protected by this Hon'ble Court. And the respondents were directed to reinstate the services of the petitioner forthwith and the petitioner was entitled for all applicable consequential benefits. Secondly, learned Senior counsel for the petitioner relied on another judgment dated 30.06.2025 passed in ***C.W.J.C. No. 10101 of 2024 (Alok Kumar Gupta Vs. The BIADA & Ors.)***, in which the petitioner was appointed on the post of Executive on





contractual basis in the year 2007 and subsequently, by making allegation, he was removed from the service. But, in that case also, the respondents were directed to reinstate the petitioner within three months from the date of receipt of a copy of that order. Senior counsel further submits that after issuance of the said notice i.e. termination notice, the petitioner has preferred appeal before the Appellate Authority challenging the said termination notice on which the Appellate Authority has passed final order on 29.05.2024 in Service Appeal No. 03 of 2023. Thereafter, the petitioner has preferred the present writ petition challenging the said termination notice as well as the appellate order. Senior counsel further submits that his case is squarely covered by the ratio laid down in the above mentioned two cases i.e. Anuj Shuckla (*supra*) and Alok Kumar Gupta (*supra*) and hence, the present petitioner is also entitled for the same relief as the termination notice and the appellate order, both are stigmatic in nature. Therefore, the petitioner need the said protection that being a contractual employee, the said stigma may not continue and the petitioner may be in a position to save her career in future.

4. Learned counsel appearing for BIADA on the other hand submits that the present writ petition is not maintainable, due to the reason that the termination order has not





been challenged, as the termination order has been passed on 09.10.2023. He further submits that since, termination order has not been challenged before this Court, therefore, the writ petition is not maintainable itself. He submits that the appointment of the petitioner is based on contractual basis and according to the terms of agreement/contract in Clause 6, 7, 8 & 9, the petitioner is not entitled for any relief. He further submits that this termination is not stigmatic, rather, it is 'termination simpliciter' and such type of termination notice or termination shall not affect the petitioner in future in any manner. Counsel relied on a judgment passed by this Court in case of *Sanjeev Ranjan Vs. The State of Bihar through the Chief Secretary & Ors.* reported in **2024 (4) PLJR 279** and submits that the services of the petitioner may be terminated for misconduct, negligence, inefficiency or other disqualification and those may be the motive or inducing factor which influences the Government to take action under the terms of the contract of the employment or service rule, if the right exists under the contract or the rule to terminate the services, the motive operating on the mind of employer is irrelevant and the termination is not a punishment. Counsel further relied on a judgment of *Appar Apar Singh Vs. The State of Punjab & Ors.* reported in **(1970) 3 SCC 338** and *Parshotam Lal Dhingra Vs. Union of India* reported in **AIR**





1958 SC 36, which are part and parcel of the reported judgment of Sanjeev Ranjan (*supra*) mentioned in para 29 & 30.

5. Learned counsel for BIADA, upon making submissions on the above points, submits that in the background of his submissions, the present writ petition is not maintainable at all. He further submits that in light of the judgments cited by him, and even on merits, the petitioner's case is fit to be dismissed, as the said termination is a "termination simpliciter" and, in accordance with the terms of the contract, the petitioner has been removed.

6. After hearing the parties, there are certain relevant facts which are necessary to be discussed here. It is an admitted position that the termination notice and the appellate order have been challenged. The termination notice is of dated 09.09.2023 and the appellate order has been passed on 29.05.2024.

7. Learned Senior counsel for the petitioner categorically mentioned that no termination letter has been served which has been alleged by learned counsel for the BIADA. The said termination letter has not been attached by the BIADA in the counter affidavit nor any factual matrix has come in the order of appeal that separate termination letter has been issued.





8. It is a most surprising fact for this Court that the BIADA has neither placed the said termination letter before the Appellate Court nor placed before this Court and only at the time of final argument, it is being submitted that there is a termination order. What shall be the effect of that letter, shall be discussed later on.

9. This Court after going through the contractual terms and conditions agrees that the contractual employees have a limited right, but it is also true that the said circular contained in Memo No. 12534 dated 17.09.2018 has been issued by the State of Bihar itself and is applicable for the employees of BIADA including the petitioner. Therefore, in-spite of the fact that the petitioner is a contractual employee according to the said circular, there is a protection in favour of the petitioner. It is true that the petitioner is a contractual employee and having no right of regularization, but the termination letter indicates that the petitioner has been terminated on the ground of misconduct, incompetency and indiscipline and that in the opinion of the Court is a stigma by which the petitioner shall be affected throughout her career, if not protected by the same.

10. It transpires to this Court that, for arriving at a finding of proved misconduct, incompetence, and indiscipline,





no procedure was adopted and no opportunity was granted to the petitioner and the BIADA reached on the said conclusion. And only due to this reason, this Court, in the case of Alok Kumar Gupta (*supra*), finds that it's para 7 to 12 are very much relevant, which are quoted herein below:-

“7. Undisputedly, the petitioner herein was appointed on contractual basis in the year, 2007 and was getting continuous extension of his services. Show cause notice (Annexure P/1) issued to the petitioner shows that six allegations regarding irregularities have been levelled against him including disobedience of senior officers. Thus, it is quite clear that allegation of misconduct was made against the petitioner and on the ground of misconduct only, he has been terminated. The order of termination clearly shows that it has been passed making stigma against the petitioner regarding his misconduct.

*8. The Supreme Court, in the case of **Dr Vijaykumaran CPV** (*supra*) observed and held in paragraphs 8, 10, 11 and 13 as under:*

“8. It is well-established position that





the material which amounts to stigma need not be contained in the order of termination of the probationer; but might be contained in “any document referred to in the termination order”. Such reference may inevitably affect the future prospects of the incumbent and if so, the order must be construed as ex facie stigmatic order of termination.

10. In Pavanendra Narayan Verma v Sanjay Gandhi PGI of Medical Sciences, the Court observed thus: (SCC p 528, para 21)

“21. One of the judicially evolved tests to determine whether in substance an order of termination is punitive is to see whether prior to the termination there was (a) a full-scale formal enquiry (b) into allegations involving moral turpitude or misconduct which (c) culminated in a finding of guilt. If all three factors are present the termination has been held to be punitive irrespective of the form of the termination order. Conversely if any one of the three factors is missing, the termination has been upheld.”

11. In the present case, all the three





elements are attracted, as a result of which it must follow that the stated order is ex facie stigmatic and punitive. Such an order could be issued only after subjecting the incumbent to a regular inquiry as per the service rules.

13., we have no hesitation in concluding that the impugned termination order dated 30.11.2017 is illegal being ex facie stigmatic as it has been issued without subjecting the appellant to a regular inquiry as per the service rules.”

9. In the light of above observation made by the Supreme Court and on examination of the facts of this case that a stigmatic order against the petitioner has been passed, therefore, a full fledged departmental enquiry was required. Thus, this Court finds that the order impugned passed by the authorities are liable to be set aside.

10. Therefore, both the orders impugned dated 30.09.2023 and 29.05.2024 are hereby quashed.

11. The petition is allowed.

12. Respondents are directed to reinstate the petitioner within three months from the date of receipt of a





copy of this order.”

11. And further in case of Anuj Shuckla (*supra*), para 7 to 15 are very much relevant which are quoted herein below:-

“7. Undisputedly, the petitioner herein was appointed on contractual basis in the year, 2009 and was getting extension of his services till 2022. From bare perusal of the impugned order of termination (Annexure 13), it transpires that the Authority arrived on the conclusion that all the charges levelled against the petitioner are proved and it was found that the petitioner committed misconduct, as contained in Clauses 2.7 (i) (iii) (xii) of the 2007 Regulations and invoking Clause 1.5 (b) (iv) of the 2007 Regulations, services of the petitioner have been terminated. Show cause notice (Annexure P/5) issued to the petitioner further shows that there were eight allegations levelled against him regarding irregularities committed by him including disobedience of the superior officers. Thus, it is quite clear that an allegation of misconduct was made





against the petitioner and on the ground of misconduct, as contained in Clause 2.7 (i) (iii) (xii) of the 2007 Regulations, petitioner has been terminated mentioning the fact that misconduct has been proved against him. Thus, the order of termination clearly shows that it has been passed making certain stigma against the petitioner regarding his misconduct.

*8. Dealing with the issue, the Supreme Court, in the case of **Dr Vijaykumaran CPV (supra)** observed and held in paragraphs 8, 10, 11 and 13 as under:*

*“8. It is well-established position that the material which amounts to stigma need not be contained in the order of termination of the probationer; but might be contained in “any document referred to in the termination order”. Such reference may inevitably affect the future prospects of the incumbent and if so, the order must be construed as *ex facie* stigmatic order of termination.*

10. In Pavanendra Narayan Verma v Sanjay Gandhi PGI of Medical Sciences, the Court observed thus: (SCC p 528, para 21)





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11. In the present case, all the three elements are attracted, as a result of which it must follow that the stated order is ex facie stigmatic and punitive. Such an order could be issued only after subjecting the incumbent to a regular inquiry as per the service rules.

13. ..., we have no hesitation in concluding that the impugned termination order dated 30.11.2017 is illegal being ex facie stigmatic as it has been issued without subjecting the appellant to a regular inquiry as per the service rules.”





9. In the light of above observation made by the Supreme Court, on examination of the facts of this case in hand, it is clear that a stigmatic order of termination has been passed against the petitioner and, therefore, a full fledged departmental enquiry was required.

10. Perusal of the order further shows that reply of show cause submitted by the petitioner has not been considered by the Authority at all. In his reply to the show cause, the petitioner replied each and every allegations levelled against him but the Authority did not bother to mention any of the grounds taken by him in his reply. It would be appropriate to reproduce the concluding part of the impugned order here which reads thus: “उपर्युक्त गठित आरोपों पर पत्रांक 5991 दिनांक 16.09.23 द्वारा श्री शुक्ला से स्पष्टीकरण की मांग करते हुए अपना पक्ष रखने का अवसर प्रदान किया गया। श्री शुक्ला द्वारा स्पष्टीकरण दिनांक 22.09.23 प्रस्तुत किया गया परंतु श्री शुक्ला द्वारा समर्पित स्पष्टीकरण प्राधिकार द्वारा असंतोषजनक पाया गया। श्री शुक्ला अपने विरुद्ध गठित आरोपों को खण्डित करने में विफल हुए हैं। अतः अभिलेखित साक्ष्यों के आधार पर श्री शुक्ला के विरुद्ध गठित आरोप सही सिद्ध होते हैं।”

11. Considering the submissions of





*learned counsel for the parties and the material available on record, as discussed above, I find that as the impugned order has been passed by the Authority is a stigmatic order, therefore, as observed by the Supreme Court in the case of **Dr Vijaykumaran CPV (supra)**, a full fledged departmental enquiry was required but in this case, it was not done. Further, the petitioner has not been provided any proper opportunity of hearing in this case. The Authority, without recording statement of any witness and without considering the reply of show cause submitted by the petitioner, arrived on the conclusion that the charges levelled against him are proved. The Appellate Authority also did not consider this aspect. Hence, both the orders dated 20.10.2023 passed by the Executive Director (Annexure P/13) and the order dated 04.09.2024 passed by the Chairman which has been communicated to the petitioner vide Annexure P/16 are liable to be quashed.*

12. Accordingly, the writ petition is allowed.





13. The impugned orders dated 20.10.2023 and 04.09.2024 are quashed.

14. Respondents are directed to reinstate the services of the petitioner forthwith.

15. The petitioner is entitled to get all applicable consequential benefits”.

12. Similarly, in case of *Sanjeev Ranjan (supra)* it has been rightly said that the service of employees may be terminated for misconduct, negligence, inefficiency or other disqualification. But in the said judgment, the said circular issued by the government of Bihar contained in Memo No. 12534 dated 17.09.2018 by which protection has been granted by the State Government to the contractual employees including the BIADA, has not been discussed at all. Therefore, this Court is differing from the decision of *Sanjeev Ranjan (supra)* placed by the BIADA. It has been intimated to this Court by the learned Senior counsel for the petitioner that the term of contract of the petitioner is going to be ended on 27.01.2026.

13. This Court also deems it appropriate to quote the said circular issued by the General Administrative Department, Government of Bihar, as contained in Memo No. 12534 dated 17.09.2018, and the extract of the same is as under:-





बिहार सरकार
सामान्य प्रशासन विभाग
॥ संकल्प ॥

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विषय:-विभिन्न विभागों में संविदा पर नियोजित कर्मियों की सेवा संबंधी बिन्दुओं के संबंध में गठित उच्च स्तरीय समिति की अनुशंसाओं का कार्यान्वयन अनुमोदन के संबंध में।

राज्य सरकार के विभिन्न विभागों में संविदा पर नियोजित कर्मियों की सेवा संबंधी बिन्दुओं पर सम्यक विचारोपरांत अनुशंसा करने हेतु एक उच्च स्तरीय समिति का गठन सामान्य प्रशासन विभाग के संकल्प ज्ञापांक-3/एम०-19/2015 सा०प्र०-6161, दिनांक 24.04.2015 द्वारा किया गया। संकल्प ज्ञापांक 3/एम०-19/2015 सा०प्र०-2423, दिनांक 20.02.2018 द्वारा समिति का कार्यकाल दिनांक-12.08.2018 तक के लिए विस्तारित किया गया। समिति द्वारा दिनांक-07.08.2018 को अपना प्रतिवेदन समर्पित किया गया।

2. समिति ने प्रत्येक योजना/विभाग के तहत कार्यरत प्रत्येक श्रेणी के संविदा कर्मियों के संबंध में भी अनुशंसाएँ दी हैं, जिनमें वास्तव में समिति द्वारा दी गयी नीतिगत अनुशंसाओं में से कौन-कौन सी अनुशंसाएँ विभिन्न कर्मियों के संबंध में लागू होंगी, का उत्त्सेख है।

उच्च स्तरीय समिति की अनुशंसाएँ दो परिस्थितियों में की गयी हैं-

(i) कुछ परियोजनाओं/योजनाओं का कार्यकाल सीमित है। ये परियोजनाएँ प्रायः केन्द्रीय/केन्द्र प्रायोजित/अंतर्राष्ट्रीय वित्तीय संस्थाओं द्वारा वित्त सम्पोजित परियोजनाएँ/योजनाएँ हैं एवं सीमित अवधि के लिए स्वीकृत होती हैं। निर्धारित अवधि के बाद इनका कार्यान्वयन केन्द्र सरकार/अंतर्राष्ट्रीय वित्तीय संस्थाओं द्वारा स्वीकृति पर आधारित है। अतः नियुक्तियाँ संविदा के आधार पर परियोजनाओं की अवधि के लिए की जाती हैं। इस श्रेणी में वैसी नियुक्तियाँ भी सम्मिलित हैं जहाँ पदों का सृजन ही अस्थाई है एवं संविदा नियुक्ति हेतु ही किया गया है।

(ii) दूसरी स्थिति में पद स्थायी है, लेकिन संविदा पर नियुक्तियाँ लोक सेवा आयोग/कर्मचारी चयन आयोग द्वारा नियमित नियुक्तियों के लिए अनुशंसा देने में विलम्ब के कारण उस समय तक की जाती हैं, जब तक नियमित नियुक्तियाँ न हो जाएं।

3. अनुशंसाओं को लागू करने हेतु समिति द्वारा निम्नांकित प्रक्रिया निर्धारित करने की अनुशंसा की गयी है -

(i) सामान्य प्रशासन विभाग के संकल्प ज्ञापांक-3/एम-78/2005-का० 2401, दिनांक-18.07.2007 द्वारा संविदा पर नियुक्तियों के संबंध में विस्तृत निर्देश दिये गये हैं। अतः यह आवश्यक है कि सामान्य प्रशासन विभाग द्वारा मंत्रिमंडल का अनुमोदन प्राप्त कर सामान्य प्रशासन विभाग के संकल्प ज्ञापांक-3/एम-78/2005-का० 2401, दिनांक 18.07.2007 में मंत्रिमंडल द्वारा अनुमोदित अनुशंसाओं का समावेश कर संशोधित संकल्प निर्गत किया जाए। तत्पश्चात् सभी विभागों द्वारा कार्यपालिका नियमावली में निर्धारित प्रक्रिया के अनुसार आदेश निर्गत किये जायेंगे।

(ii) प्रत्येक विभाग के सचिव/प्रधान सचिव द्वारा एक वरीय पदाधिकारी को नोडल ऑफिसर के रूप में नामित किया जाएगा जो समिति के अनुशंसाओं के कार्यान्वयन संबंधी संचिकाओं को सचिव/प्रधान सचिव को सीधे उपस्थापित कर सकेंगे। नोडल पदाधिकारी का दायित्व होगा कि वे कार्यपालिका नियमावली में निर्धारित प्रक्रिया का अनुपालन करते हुए समय सीमा के अंदर समिति के अनुशंसाओं के कार्यान्वयन को सुनिश्चित करेंगे।





4. समिति की अनुशंसाओं पर सम्यक् विचारोपरान्त निम्नांकित निर्णय लिये जाते हैं—
(i) उपर्युक्त दोनों श्रेणी के संविदा कर्मियों के संबंध में समिति की अनुशंसाओं पर राज्य सरकार का निर्णय परिशिष्ट-क के रूप में सलग्न है।
(ii) बेल्ट्रीन के माध्यम से सेवा प्रदत्त डाटा इन्ट्री ऑपरेटर्स की सेवा सभी विभागों द्वारा ली जा रही है। अतः सभी विभागों से परामर्श करते हुए इनके संदर्भ में पुनर्विचार कर अनुशंसा समर्पित करने हेतु इस मामले को उच्च स्तरीय समिति को वापस किया जाय।
(iii) कतिपय विभागों के अधीनस्थ बोर्ड/निगम/प्राधिकार में कार्यरत संविदा नियोजित कर्मियों, जिनके संदर्भ में समिति द्वारा समर्पित विचारार्थीन प्रतिवेदन में कोई अनुशंसा नहीं की गयी है, के संदर्भ में पुनर्विचार कर अपनी अनुशंसा समर्पित करने हेतु समिति को निदेशित किया जाय।
(iv) जिन मामलों में समिति द्वारा अनियमित/अवैध नियुक्तियों की चर्चा की गयी है, उन मामलों में प्रशासी विभाग विधिक राय प्राप्त कर यथोचित कार्रवाई करेगा।
5. यह तुरंत प्रवृत्त होगा।
- आदेश :-आदेश दिया जाता है कि सर्वसाधारण की जानकारी के लिए इसे बिहार राजपत्र के असाधारण अंक में प्रकाशित किया जाय और इसकी प्रतिलिपि महालेखाकार, बिहार, पटना/सचिव, बिहार लोक सेवा आयोग, पटना/सचिव, बिहार कर्मचारी चयन आयोग, पटना/सचिव, बिहार तकनीकी सेवा आयोग, पटना/सरकार के सभी विभाग/ सभी विभागाध्यक्ष/सभी प्रमंडलीय आयुक्त/सभी जिला पदाधिकारी को सूचनार्थ भेजी जाय।

बिहार राज्यपाल के आदेश से,

(राजेन्द्र राय)

सरकार के अपर सचिव

ज्ञापक-3/एम0-13/2018सा0...12534.../पटना-15,दिनांक...17-9-18

प्रतिलिपि- वित्त विभाग (ई-गजट प्रशाखा), बिहार, पटना बिहार राजपत्र के असाधारण अंक में प्रकाशनार्थ प्रेषित।

(राजेन्द्र राय)

सरकार के अपर सचिव

ज्ञापक-3/एम0-13/2018सा0...12534.../पटना-15,दिनांक...17-9-18

प्रतिलिपि- मुख्य सचिव, बिहार/सभी प्रधान सचिव/सचिव/सभी विभाग/सभी विभागाध्यक्ष/अध्यक्ष, बिहार तकनीकी कर्मचारी चयन आयोग/सचिव, बिहार लोक सेवा आयोग/बिहार कर्मचारी चयन आयोग/बिहार अगिलेखागार, बेली रोड/विपार्ड, वाल्मी, बिहार, पटना/आई0टी0 मैनेजर, सामान्य प्रशासन विभाग, बिहार, पटना। को सूचना एवं आवश्यक कार्रवाई हेतु प्रेषित।

(राजेन्द्र राय)

सरकार के अपर सचिव

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14. According to the said circular which is annexed in the writ petition, recommendation has been accepted by the State Government. Clause 7 of the said circular talks about the provision of appeal with regard to the contractual employees. And Clause-19 states that on BIADA, it is applicable. The





extract of Clause 7 and 19 are as follows:-

7.	ज. संविदा कर्मियों को हटाये जाने की स्थिति में अपील का प्रावधान (संविदा का प्रतिवेदन पृष्ठ 28) - यद्यपि यह सही है कि कार्य असंतोषजनक पाये जाने पर संविदा कर्मियों की सेवा समाप्त की जा सकती है, तथापि मनमाने ढंग से किसी संविदा कर्मियों को न हटाया जाए, इसलिए यह आवश्यक है कि संविदा कर्मियों की सेवा समाप्ति के विरुद्ध अपील का प्रावधान हो। अपील का स्वरूप क्या होगा, यह संबंधित विभाग/प्राधिकार/निगम/सोसाइटी द्वारा तय किया जा सकता है। यही यह स्पष्ट किया जाता है कि अपील का प्रावधान केवल सेवा से हटाये जाने की स्थिति में लागू होगा।	स्वीकृत। स्वीकृत।
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19.	46.2.6 उद्योग विभाग (i) बिहार कारखाने बिहार कारखाने में कार्यरत संविदा कर्मियों का उल्लेख ऊपर संगत कठिनाइयों में किया गया है। इनके संबंध में कठिका- क, ग, घ, च, ज, एवं त में दी गयी अनुशंसाओं, उन अनुशंसाओं को छोड़ कर जो पूर्व से लागू हैं, को लागू किया जा सकता है। (ii) बिहार औद्योगिक क्षेत्र विकास प्राधिकार (बिप्राक) कार्यरत संविदा कर्मियों के घायन आदि के संबंध में ऊपर संगत कठिनाइयों में उल्लेख किया गया है। इनके संबंध में कठिका- क, ग, घ, च, ज, एवं त में दी गयी अनुशंसाएं, उन अनुशंसाओं को छोड़ कर जो पूर्व से लागू हैं, लागू की जा सकती हैं। (iii) अग्रसारित संरचना विकास प्राधिकार (आईडीसीए) इस प्राधिकार में कार्यरत संविदा कर्मियों के संबंध में कठिका- क, ग, घ, च, ज, एवं त में दी गयी अनुशंसाएं, उन अनुशंसाओं को छोड़ कर जो पूर्व से लागू हैं, लागू की जा सकती हैं।	स्वीकृत। स्वीकृत। स्वीकृत।
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15. After implementation of the said Memo No. 12534 dated 17.09.2018 and as per the terms of agreement/contract in Clause 6, 7 & 8, the same has become diluted and the services of the petitioner required protection. Therefore, this Court is of the firm view that in the light of the decision of the Co-ordinate Bench as well as the resolution dated 17.09.2018 quoted above, the removal only based on the terms of contract is not permissible. Admittedly, the said removal is stigmatic and no proper opportunity to the petitioner to defend his case has been provided.

16. As such, this Court hereby grants protection to the petitioner by way of setting aside both the orders challenged i.e. the termination notice and the appellate order on the point that the termination order has been passed if any, as pleaded by





the counsel for the BIADA dated 09.10.2023, has no relevancy when the termination notice itself becomes set aside. Hence, the termination notice as contained in Letter No. 5794/I/737Estt/BIAIDA/2023 dated 09.09.2023 and the appellate order dated 29.05.2024 in Service Appeal No. 03 of 2023 (annexed as Annexure- P/1 series) are hereby set aside.

17. Accordingly, with the aforesaid observation and direction as well as the reasons mentioned above, the present writ petition is hereby allowed. The Respondents are directed to reinstate the petitioner within three months from the date of production of a copy of this order. Arrears, if any, is directed to be paid to the petitioner within the said period.

(Dr. Anshuman, J)

Divyansh/-

AFR/NAFR	AFR
CAV DATE	NA
Uploading Date	22/01/2026
Transmission Date	NA

