



2026:CGHC:12794



2026:CGHC:12794

NAFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****WPL No. 148 of 2023**

Deepak Sahu S/o Shri A.S. Sahu Aged About 52 Years R/o Qr.No.231, Md. Face 4 Housing Board Colony, Kabir Nagar, P.S. Kabir Nagar, Raipur, District : Raipur, Chhattisgarh

... Petitioner**versus**

1 - State Of Chhattisgarh Through Secretary, Health And Family Welfare Department, Mantralay Mahanadi Bhavan, New Raipur, Police Station Rakhi, District : Raipur, Chhattisgarh.

2 - Director Health Services Department, Mahanadi Bhavan, New Raipur, Police Station Rakhi, District : Raipur, Chhattisgarh.

3 - Executive Director State Health Resource Center C.G. State Health Training Center Building, Kalibadi, Raipur, Chhattisgarh.

4 - Mr. Komal Dewangan S/o Late Jawahar Lal Dewangan Aged About 53 Years Posted As Programme Coordinator State Health Training Center Building, Near Bijli Office Chauk Kalibadi, Raipur, Chhattisgarh.

... Respondent(s)

For Petitioner	:	Mr. Raj Kumar Gupta, Advocate
For State	:	Mr. Suyashdhar Badgaiyya, Government Advocate

Hon'ble Shri Justice Rakesh Mohan Pandey**Order on Board****17/03/2026**



1. The petitioner has challenged the award passed by the learned Judge under Industrial Disputes Act, 1947 Labour Court No. 1, Raipur in Case No. 05/ID Act/2022/Reference dated 14.07.2023, whereby the statement of claim filed by the petitioner was dismissed and the reference was answered in the negative.
2. Mr. Gupta, learned counsel appearing for the petitioner would submit that the petitioner was a contractual employee under the respondent authorities and was appointed on 11.06.2012 on the post of Senior Program Coordinator. He would contend that from time to time, the period of contractual appointment was extended by the respondent authorities. He would argue that the services of the petitioner were terminated before expiry of the contractual period, and the respondent authority appointed respondent No. 4 on the post of Programme Coordinator. He would further submit that the learned Labour Court committed an error of law while holding that the dispute between the parties cannot be considered and decided under the provisions of the Industrial Disputes Act, 1947. He would submit that the award passed by the learned Labour Court is bad in law.
3. On the other hand, Mr. Badgaiyya, learned counsel appearing for the State would oppose the submission made by Mr. Gupta and submit that the petitioner was a contractual employee and from time to time, his contractual period was extended by the department. He would further submit that the period of contract of the petitioner was expired on 31.07.2015, thereafter, respondent No. 5 was appointed on the post of Senior Programme Coordinator; thus, decision of respondent authorities with regard to discontinuation of services of the petitioner was proper, and the petition deserves to be dismissed.
4. I have heard learned counsel for the parties and perused the documents and record.



5. Section 2(oo) bb of the ID Act deals with retrenchment and the same is reproduced as under:

“[“retrenchment” means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include - [Inserted by Act 43 of 1953, Section 2 (w.e.f. 24.10.1953).]

(bb)[termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or] [Inserted by Act 49 of 1984, Section 2 (w.e.f. 18.8.1984).]”

6. From bare reading of the above quoted definition, it is clear that the retrenchment includes almost every kind of termination of a workman by the employer except disciplinary punishment, but it specifically excludes termination on account of expiry or non-renewal of a fixed-term contract or termination as per a contractual clause.
7. In the present case, the petitioner, being a contractual employee, cannot claim continuation beyond the stipulated contractual period, and the non-renewal or expiry of such contract squarely falls within the definition under Section 2(oo)(bb) of the ID Act, 1947.
8. Findings recorded by the learned Labour Court are based on proper appreciation of facts and settled legal principles, and do not warrant interference by this Court. I have no hesitation in holding that the learned Court below has not committed any error of law while dismissing the statement of claim.
9. Accordingly, the petition, being devoid of merit, is hereby **dismissed**. No order as to costs.

Sd/-

Rakesh Mohan Pandey

JUDGE