

**IN THE HIGH COURT OF HIMACHAL PRADESH  
AT SHIMLA**

**CWP No. 2143 of 2014**  
**Decided on: 08.05.2026**

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Bharat Bhushan Bhardwaj .....Petitioner

*Versus*

State of H.P. & Ors .....Respondents

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***Coram***

**Hon'ble Mr. Justice Ranjan Sharma, Judge**

<sup>1</sup> *Whether approved for reporting? Yes.*

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For the petitioner: Mr. Vipul Sharda, Advocate.

For the respondents: Mr. Pawan Kumar Nadda, Additional  
Advocate General.

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**Ranjan Sharma, Judge (Oral)**

Petitioner [Dr. Bharat Bhushan Bhardwaj], a retired Medical Officer having been re-appointed as Medical Officer through the Rogi Kalyan Samiti, has come up before this Court, seeking following reliefs:-

- “1. That this Hon'ble Court may kindly be pleased to issue a Writ of Certiorari quashing the termination of appointment/ service letters being **Annexure P-4( Colly)** and direct Respondents by issuing Writ of

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<sup>1</sup> *Whether reporters of Local Papers may be allowed to see the judgment?*

Mandamus and allow the Petitioner to complete their tenure of remaining months or in alternative release the salary for the remaining period of service of the Petitioner; &

2. That the Respondents may be directed to release one month's and six days salary to the Petitioner along with interest from the date of termination of appointment of the Petitioner."

**2.** Case as set up by Learned Counsel is that the petitioner [Dr. Bharat Bhushan Bhardwaj] after having retired from service of the State Government was reappointed as Medical Officer on contract basis through Rogi Kalyan Samities (RKS) of Regional Hospital, Una (H.P.), on the basis of Government approval dated 27.09.2010 [Annexure P-1] for posting in ESI Dispensary Mehatpur. Pursuant to the approval, the Medical Secretary [RKS] Una, issued the appointment letter on 01.10.2010 [Annexure P-2] at the fixed emoluments of Rs. 26,250/- and Rs.3,000/- per month as incentive for a period of one year, which

was extendable by the Authorities. Petitioner joined as such in October, 2016 and his contractual appointment was extended from time to time. The contract was lastly extended for one year from 01.10.2012 to 30.09.2013 as per the terms and conditions of Contract-Agreement dated 01.10.2012 [Annexure P-3]. While working as such, the Respondent No.2- Director Health Services forwarded a communication to all Chief Medical Officers on 29.05.2013 [Annexure P-4 (Colly.)] and based on the aforesaid communication, the Respondent No. 3- Chief Medical Officer Una disengaged the services of the petitioner on 06.06.2013.

**3.** In above backdrop, the grievance of the petitioner is that his services were abruptly disengaged on 06.06.2013 w.e.f. 31.05.2013 [Annexure P-4, Colly.] illegally, without giving a prior notice, without affording a personal hearing and in violation of Condition No. 1 of the approval letter dated 27.09.2010 [Annexure P-1] and Condition No. 6 of appointment order dated 01.10.2010

[Annexure P-2] of Condition No. 4 of Contract-Agreement dated 01.10.2012 [Annexure P-3] and therefore, the disengagement was liable to be set aside.

**4.** Upon issuance of notice, the State Authorities filed the Reply-Affidavit dated 24.02.2015, with the stand that there was no requirement of one month's prior notice of payment of one month's remuneration before dispensing with the services of the petitioner. It is averred that the decision to dispense with the services, was taken, uniformly in case of all reappointed Medical Officers, throughout the State. It was averred that in view of the uniform decision taken by the Government, no notice nor any hearing was required to be given to the petitioner.

**5.** Heard, Mr. Vipul Sharda, Advocate, for the petitioner and Mr. Pawan Kumar Nadda, Learned Additional Advocate General, for the Respondents-State and gone through the records.

**6.** Taking into account the entirety of facts and

circumstances, the Impugned order dated 06.06.2013 [Annexure P-4], terminating the petitioner from service w.e.f. 31.05.2013 cannot stand the test of judicial scrutiny and the Impugned Order is interdicted, *for the following reasons:-*

**6(i).** The Impugned Termination Orders is violative of Condition No.1 in the approval letter dated 27.09.2010 [Annexure P-1] which reads as under:-

“1. Contractual period: The contract would be for a period of one years and further extended upto attaining the age of 65 years on the basis of fitness certificate as well as work and conduct of the said Medical Officer. The Medical Officer concerned may leave the contract by giving one months notice or depositing one month's remuneration and incentives. **The Rogi Kalyan Samiti shall also have right to dispense with the services by giving one months' notice or paying one month's remuneration.**”

**6(ii).** The Impugned Termination Orders is violative of Condition No.6 of the appointment letter dated

01.10.2010 [Annexure P-2] which reads as under:-

“6. The Medical Officer concerned may leave the contract by giving one months’ notice or depositing one month’s remuneration and incentives. The Rogi Kalyan Samiti shall also have right to dispense with the services by giving on months’ notice or paying one month’s remuneration.”

**6(iii).** Similar, condition contained in the Agreement dated 01.10.2012 [Annexure P-3], reads as under:-

“4. During the period of one year, specified in the contract service can be terminated on either side by giving one month’s salary in lieu thereof.”

**6(iv).** For ascertaining the compliance of above condition, the matter was listed on 20.06.2026, when this Court passed an order, directing the State Authorities to obtain instructions, as to whether one month’s notice or one month’s salary, in lieu of notice, was given to the petitioner before dispensing with his services or not?

Pursuant to the orders dated 20.03.2026, Learned State Counsel has furnished the Instructions dated 07.07.2026 [*Taken on Record*], admitting that neither one month's notice nor any salary in lieu of notice was given to the petitioner before his termination.

**7.** Based on the discussion, this Court has no hesitation to hold that the Impugned Order dated 06.06.2013 [Annexure P4, Colly.] dispensing with the services of the petitioner w.e.f. 31.05.2013 is apparently, in violation of the conditions contained in the approval letter, the appointment Order and the contractual agreement as referred to above. Even, the State Authorities have not disputed that neither one month's notice nor salary in lieu thereof was given to the petitioner. Infraction and non-compliance of the mandating conditions, contained in the letter of approval, the appointment order as well as the contract-agreement leads to the inference that the termination of services without going one month's

prior notice or salary in lieu of notice, cannot sustain, and the same is ab-initio-void. Non-compliance of principles of natural justice are writ large. Even, the Impugned Order dispensing with the services of the petitioner on 06.06.2013 [Annexure P4 Colly.] w.e.f. 31.05.2013, cannot sustain, as an executive order of termination cannot apply retrospectively. Merely because the decision to dispense with the services of all alike officers uniformly throughout the State, cannot be a ground to give a go bye to the fundamental requirements of adherence to principles of natural justice, before dispensing with services, more so, when, the State action has visited the petitioner with civil consequences.

**8.** In view of above discussion, and *for the reasons* recorded herein above, the petition is allowed, *in the following terms:-*

- (i) Impugned Termination Orders dated 06.06.2013 [Annexure P-4, Colly.] are quashed and set aside;

- (ii) Respondents-State Authorities shall release one month's salary, to the petitioner, in terms of Appointment Order and the Contractual Agreement which was in force at the time of issuing the coercive Impugned Orders;
- (iii) Consequently, since the services were terminable by giving one months' notice or salary for one month in lieu of notice therefore, non-compliance shall not entitle the petitioner either for re-appointment or continuity in service, except, the relief of one months' salary, as in direction No. (ii) supra;
- (iv) The salary as in direction No. (ii) and (iii) supra be disbursed to the petitioner within three weeks from today;
- (v) Failure to release necessary salary, in terms of this order, within three weeks, shall entitle the petitioner for release of benefits alongwith interest @ 6% per annum thereafter, till realization;
- (vi) Parties to bear respective costs.

In aforesaid terms, the instant petition and all pending application(s), if any, shall accordingly stand

10( 2026:HHC:17083 )

disposed of.

**(Ranjan Sharma)**  
**Judge**

**08<sup>th</sup> May, 2026**  
*(Shamsh Tabrez)*