

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

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**W.P.(S) No. 204 of 2017**  
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Prakash Ranjan son of Dr. Nirpendra Nath Thakur, resident of D-17, MIG Harmu Housing Colony, PO: Harmu, PS: Argora, District Ranchi.  
 ..... Petitioner

Versus

1. State of Jharkhand through its Secretary, Department of Industries having its office at Nepal House, PO and PS: Doranda, District: Ranchi.
2. Managing Director, Jharkhand Silk, Textile and Handicraft Development Corporation Limited(Jharcraft) –cum- Director, Handloom, Sericulture and Handcraft having its office at DIC Building, Ratu Road, PO: GPO, PS: Sukhdeonagar, District: Ranchi.
3. Senior Manager, H.R., Jharkhand Silk, Textile and Handicraft Development Department Limited (Jharcraft) having its office at DIC Building, Ratu Road, PO: GPO, PS: Sukhdeonagar, District: Ranchi.
4. H.R. Head Jharkhand Silk, Textile and Handicraft Development Department Limited (Jharcraft) having its office at DIC Building, Ratu Road, PO: GPO, PS: Sukhdeonagar, District: Ranchi.

.....Respondents

**With**

**W.P.(S) No. 6022 of 2016**

Anjani Sahay, son of late Dr. Krishna Kumar Sahay, resident of Flat No. 503 Anand Bhawan Apartment, Bariatu, PO + PS: Bariatu, District Ranchi.  
 ..... Petitioner

Versus

1. State of Jharkhand through its Secretary, Department of Industries having its office at Nepal House, PO and PS: Doranda, District: Ranchi.
2. Managing Director, Jharkhand Silk, Textile and Handicraft Development Corporation Limited(Jharcraft) –cum- Director, Handloom, Sericulture and Handcraft having its office at DIC Building, Ratu Road, PO: GPO, PS: Sukhdeonagar, District: Ranchi.
3. Senior Manager, H.R., Jharkhand Silk, Textile and Handicraft Development Department Limited (Jharcraft) having its office at DIC Building, Ratu Road, PO: GPO, PS: Sukhdeonagar, District: Ranchi.

.....Respondents

**With**  
**W.P.(S) No. 196 of 2017**

Sriniwas Shahdeo @ Sriniwas, son of late Lal Arun Nath Shahdeo,  
resident of Shyam Sundar Lane, Sukhdeonagar, Ratu Road, PO +  
PS Sukhdeonagar, District Ranchi. .... Petitioner

Versus

1. State of Jharkhand through its Secretary, Department of Industries having its office at Nepal House, PO and PS: Doranda, District: Ranchi.
2. Managing Director, Jharkhand Silk, Textile and Handicraft Development Corporation Limited(Jharcraft) –cum- Director, Handloom, Sericulture and Handcraft having its office at DIC Building, Ratu Road, PO: GPO, PS: Sukhdeonagar, District: Ranchi.
3. Senior Manager, H.R., Jharkhand Silk, Textile and Handicraft Development Department Limited (Jharcraft) having its office at DIC Building, Ratu Road, PO: GPO, PS: Sukhdeonagar, District: Ranchi.
4. H.R. Head Jharkhand Silk, Textile and Handicraft Development Department Limited (Jharcraft) having its office at DIC Building, Ratu Road, PO: GPO, PS: Sukhdeonagar, District: Ranchi.

.....Respondents

**With**  
**W.P.(S No. 205 of 2017**

Sandeep Kumar Pathak, son of Shri Saligram Pathak, resident of  
village+PO+PS- Sahatwar, District Balia, State-Uttar Pradesh.

..... Petitioner

Versus

1. State of Jharkhand through its Secretary, Department of Industries having its office at Nepal House, PO and PS: Doranda, District: Ranchi.
2. Managing Director, Jharkhand Silk, Textile and Handicraft Development Corporation Limited(Jharcraft) –cum- Director, Handloom, Sericulture and Handcraft having its office at DIC Building, Ratu Road, PO: GPO, PS: Sukhdeonagar, District: Ranchi.
3. Senior Manager, H.R., Jharkhand Silk, Textile and Handicraft Development Department Limited (Jharcraft) having its office at DIC Building, Ratu Road, PO: GPO, PS: Sukhdeonagar, District: Ranchi.
4. H.R. Head Jharkhand Silk, Textile and Handicraft Development Corporation Limited (Jharcraft) having its office at DIC Building, Ratu Road, PO: GPO, PS: Sukhdeonagar, District: Ranchi.

.....Respondents

**With  
W.P.(S) No. 206 of 2017**

Neekesh Kumar, son of Shri Manoj Prasad Singh, resident of Shri Ram Nagar, Road No.1, Bazra, Hehal, PO: Bazra, PS Sukhdeonagar, District: Ranchi. .... Petitioner

Versus

1. State of Jharkhand through its Secretary, Department of Industries having its office at Nepal House, PO and PS: Doranda, District: Ranchi.
2. Managing Director, Jharkhand Silk, Textile and Handicraft Development Corporation Limited(Jharcraft) –cum- Director, Handloom, Sericulture and Handcraft having its office at DIC Building, Ratu Road, PO: GPO, PS: Sukhdeonagar, District: Ranchi.
3. Senior Manager, H.R., Jharkhand Silk, Textile and Handicraft Development Department Limited (Jharcraft) having its office at DIC Building, Ratu Road, PO: GPO, PS: Sukhdeonagar, District: Ranchi.
4. H.R. Head Jharkhand Silk, Textile and Handicraft Development Corporation Limited (Jharcraft) having its office at DIC Building, Ratu Road, PO: GPO, PS: Sukhdeonagar, District: Ranchi.

.....Respondents

**CORAM: HON’BLE MR. JUSTICE SUJIT NARAYAN PRASAD**

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|                       |                                                                                                                                                                                   |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| For the Petitioner(s) | :Mr. Abhay Kumar Mishra, Advocate                                                                                                                                                 |
| For the State         | :Mr. Neil Abhijit Toppo, AC to GA-V;<br>Mr. Mrinal Kanti Roy, GA-I;<br>Mr. Abhinay Kumar, AC to GA-I;<br>Mr. Devesh Krishna, SC Mines-III;<br>Mr. Kumar Pawan, AC to SC Mines-III |
| For the Resp. No.8    | :Mr. Ranjan Prasad Sinha, Advocate                                                                                                                                                |
| For the Jharcraft     | :Mr. C.A. Bardhan, Advocate                                                                                                                                                       |

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**Order No.14/ Dated:15/04/2026**

1. All the above noted writ petitions having common issues have been directed to be listed together for analogous hearing and are being disposed of by a common order for sake of brevity this Court is taking the fact of W.P.(S) 204 of 2017 as a leading case.

**Prayer:**

2. The above writ petitions under Article 226 of the Constitution of

India have been filed seeking following relief(s):

*“(i) For the issuance of an appropriate writ/writs, order / orders, direction /directions in the nature of certiorari for quashing of the letter no. 1886 dated 09.12.2016 issued under the seal and signature of Head H.R. whereby and whereunder services of the petitioner was returned to show called Contractors i.e. Inov Source Private Limited contrary to the fact that the petitioner was appointed by the Jharkhand Silk Textile and Handicraft Development Corporation Limited (hereinafter referred to as Jharcraft) directly and not by the Contractor Company and therefore the aforesaid return of the services to the private contractor who were neither the appointing authority nor appointments were done by them rather after appointment to show that he is the employee of M/s Inov Source Private Limited they have returned the service whereas the petitioner is working on sanctioned post as an advertisement was also issued by the Jharcraft and the same was also published by the Industry Department thus the order of return of service by way of termination that too without issuing any show cause notice or without any departmental proceeding itself is wrong and liable to be set aside.*

*(ii) Petitioner further prays for the issuance of an appropriate writ/writs, order /orders, direction / directions upon the respondent to immediately and forthwith after setting aside the order aforesaid he may be reinstated in service as the petitioner is the employee of Jharcraft and in the appointment process nor in the advertisement the name of the company was ever been mentioned therefore the termination or return of service to a private company itself is illegal and arbitrary.*

*(iii) Petitioner further prays for the issuance of an appropriate writ/writs, order/ orders, direction/directions upon the respondent that the payment with respect to the petitioner be also paid from the date of his appointment with effect from 01.11.2016 as he has worked and has been allowed to join but no payment has been made after the appointment till he worked in the Jharcraft”.*

**Factual Matrix:**

3. The facts of the case as per pleadings made in W.P.(S) No. 204

of 2017 are required to be enumerated which are as under:

(i) It is stated that the advertisement was published under the seal and signature of respondent no. 3 on 19.10.2016 and an application was invited for the different posts including the post of Assistant General

Manager, Central Government Scheme and State Government Scheme and other different posts.

(ii) It is stated that with regard to the above recruitment the advertisement was also published in the website of the Jharkhand Government, Department of Industries and an application was also invited to the above stated posts and all the requisite qualification and other condition was mentioned in the said website.

(iii) It is stated that in pursuant to the advertisement petitioner submitted his application for the post of Assistant General Manager, Central Government Scheme and also for the Assistant General Manager, State Government Scheme. Thereafter the petitioner was called for an interview by the respondent Jharcraft and he was finally declared successful but during the course of interview it was specified to the petitioner that both the posts have been merged as an Assistant General Manager, Government Scheme and thereafter the petitioner was declared successful and was appointed.

(iv) It is further stated that the respondent no. 4 issued a letter bearing reference no. 1415 dated 31.10.2016 and it was informed that the petitioner along with other employees who were selected by the Jharcraft was enrolled in the organization of an outsource unit

namely, M/s Inov Source Private Limited on the take home salary per month with effect from 01.11.2016.

(v) It is further stated that the petitioner gave his joining to the Managing Director, Jharcraft on 01.11.2016 which was finally accepted by the respondent authorities. The petitioner was allowed to work and he was performing his duties to the utmost satisfaction to the respondent authorities and many work was allotted to him and he has performed all the works which was given by the authorities and there was no complaint against this petitioner.

(vi) It is stated that all of a sudden on 21 November, 2016 the work assignment letter was sent to this petitioner from Inov Source Private Limited as the petitioner was appointed by the Jharcraft which was verbally agreed by the officials that there would be no disturbance if he signs such an agreement with the said Inov Source Private Limited and on the assurance the petitioner signed the said work assignment letter and thereafter on the very same day a letter of engagement was also issued to the petitioner which was accepted by him.

(vii) It is stated that the petitioner was performing his duties and after completion of one month of his service no payment was made to him even though he continued

in the service and performed his duties with utmost satisfaction of the respondent authorities and as directed by them.

(viii) It is stated that all of a sudden on 9<sup>th</sup> December, 2016 at about 6.31 P.M. a mail was sent under the signature of respondent no. 4 and it was informed to this petitioner that his services is no more required in the said organization and a letter was also annexed with the said mail to the petitioner. The letter being numbered as Reference No. 1886 dated 09.12.2016 was written to M/s Inov Source Private Limited by respondent no. 4 whereby and whereunder it was informed to the said Inov Source Private Limited that the services of all the new appointees are no more required in the said organization so a notice of 14 days or salary in lieu of 14 days be given and service be terminated.

(ix) It is further stated that thereafter the petitioner was allowed to work for the next 14 days and finally on 23.12.2016 the petitioner was removed from his service. It is also pertinent to mention here that all the other appointees along with this petitioner were also removed from service with effect from 09.12.2016 itself.

(x) Thus, it is stated that from the above stated fact it is apparent that the petitioner was appointed on the sanctioned post and after following the due process he

was duly appointed on the said post with effect from 01.11.2016.

4. It is evident from the factual aspect that the writ petitioners in terms of advertisement has offered their candidature for their engagement on the posts of Assistant General Manager, Central Government Scheme, Law Officer, Civil Engineer, Assistant General Manager and Data Entry Operator respectively. As per instruction referred in the advertisement the details of copy of the application as available in the website of the respondent Jharkcraft has been obtained. The due application has been made by the petitioners and they have been called upon to participate in the interview as per the instruction referred in the application form, as it is stated therein that the candidates will be called upon to participate in the interview which is to be held on 26<sup>th</sup> and 27<sup>th</sup> October, 2016. The petitioners have been declared to be qualified and they have been appointed. The petitioners have also joined the services. But the grievance of the writ petitioners is that even though there was no condition for their engagement to be made on outsourcing basis but they have been appointed on outsourcing basis by one M/s Inov Source Private Limited as would be evident from the communication as contained in reference No. 1415 dated 31.10.2016 as available in Annexure-4 to the writ petition.

**Arguments advanced on behalf of the petitioners:**

5. It is submitted on behalf of the writ petitioners that immediately after joining, due objections were made as to why they have been engaged by one outsource agency even though the advertisement to that effect



was not issued by the said agency and even there was no reference in the advertisement issued by the respondent-Jharcraft. The said protest has not been taken care of, therefore, the writ petitions have been filed.

**Arguments advanced on behalf of the respondents:**

6. The respondents have appeared and filed counter-affidavit appending therein the decision taken in the memorandum of understanding which shows that the appointment which is the subject matter of the present writ petitions was initially from 01.11.2016 to 30.11.2016 as per terms mentioned in the letter of engagement dated 21.11.2016. It has been submitted that however it was also referred therein that if the project work is extended the association with the employees will be extended for such further period as may be decided by the respondent. The said communication has been issued by the M/s Inov Source Private Limited, the outsource agency. It has been submitted by referring to the communication dated 21.11.2016 that there is specific reference that the appointment is on contract basis as would be evident from paragraph nos. 6 and 7 of the communication dated 21.11.2016. The argument, therefore, has been made that since the appointment has been made on contract basis based upon the continuation of the project and the moment the project has ended the services of the writ petitioners have been dispensed with.

4. The learned counsel for the concerned respondent has therefore submitted that the writ petitions have no merit and hence, the same are fit to be dismissed.

**Analysis:**

7. This Court has heard the learned counsel for the parties and gone through the pleading filed on behalf of the respective parties in the writ petitions.

8. The basic question which has been raised as to whether the advertisement having no mention therein that the work would be the nature of appointment, can it be changed subsequently making it the appointment to be made through outsource basis?

9. This Court in order to consider the aforesaid issue needs to refer herein the underlined principle of appointment both under regular appointment and by way of contract. The principle of following mandate of Article 14 and 16 of the Constitution of India for appointment in the regular establishment are equally applicable to the appointment to be made on contract basis so that there may be fairness and transparency in the public employment. There is no dispute that the respondent-Jharcraft is a public body having autonomy under the ultimate control of the State of Jharkhand, however, autonomy with respect to making appointment is available to the respondent-Jharcraft.

10. The learned counsel appearing for the respondent-Jharcraft has drawn the attention of this court towards the memorandum of understanding which was entered into by the private respondents as available in the communication dated 21.11.2016. This Court after going through the said communication has found that the appointment was made for smooth running of the project to be made by the outsource agency. The nature of appointment has been referred thereto

as would be evident from paragraph nos. 6 and 7 of the communication dated 21.11.2016. For ready reference the said paragraphs are quoted herein under:

*“6. You will act within the framework of organizational structure and policies and directions as may be laid down by the management from time to time. During the tenure of your employment with us, you will not undertake any other employment or business activities, work or public office of payment or otherwise except with written permission of the Management. If you are found involved in any act which in the opinion of the Company is detrimental to the interest of their business interest, Management shall be at liberty to dispense with your services immediately and without any notice or compensation. At all time during the tenure of this Contract of employment you will be bound by any Rules & Regulations enforced by the management from time to time in relation to the conduct, discipline, leave, holidays or any other matters relating to service conditions.*

*7. Either party can terminate the contract during the existence of a work assignment by providing a notice of One Month to the other Party if you have completed 6 months or more else notice of Fourteen days is to be provided. This is as per the terms laid out in the Letter of Engagement. You shall at no point of time stake any claim or right to claim employment, damage, loss or compensation of any sort whatsoever against our clients. Your continuance in employment is subject to your remaining physically and mentally fit. As and when required, the Management may require you to submit yourself to medical examination by a physician of the choice of the management.”*

11. This Court is now scrutinizing the advertisement which admittedly has been issued by the Jharcraft. It is also admitted position that there is no reference of the nature of appointment as to whether it would be permanent or by way of contract. The advertisement reflects that the appointment for the posts of Assistant General Manager, Central

Government Scheme, Law Officer, Civil Engineer, Assistant General Manager and Data Entry Operator were to be made, inviting application from the candidates to submit application within the date referred therein with the further instruction to get copy of the application as available in the website. The said format of application has been appended as Annexure-2.

12. The said application which contains a note in which it has been referred that after scrutinizing the candidature of the candidates they shall be called for interview which will be decided to be held on 26<sup>th</sup> and 27<sup>th</sup> October, 2016. It further appears from the Note (iii) that the candidates have been asked to carry original documents at the time of interview as proof of the details furnished in their application. It is thus evident that the basis of recruitment is only on the basis of the performance of the candidates in the interview which is to be assessed by recruiting agency. The assessment of performance although is under domain of the State but on the garb of said domain it cannot be accepted that only on the basis of interview a post is to be filled up, rather, in order to make transparency and fairness to fill up the public post the entire process of selection must be followed which always begins particularly from the written examination and, thereafter, interview depending upon the number of the application which is to be filled up by one or other applicants. The recruiting agency can come out with a policy decision even to go for the preliminary examination to shortlist the candidates but if it be the case to fill up the public post and if the basis is only performance of one or other candidates in the

interview, it cannot be said that the mandate of Article 14 and 16 have scrupulously been followed which is necessary to be adhered otherwise entire selection process will be in cloud and questioned.

13. Such reference is necessary to be made herein, since, it has been argued by the learned counsel for the petitioners that the nature of appointment cannot be construed to be on contract, since, there is no reference in the advertisement regarding the nature of appointment. This court is of the view that such argument cannot be accepted to be correct so far as it relates to fulfilling the public posts which is being decided to be made only on the basis of interview. Further this court has considered the communication dated 21.11.2016 based upon that the writ petitioners have joined their services wherein the specific reference of the nature of appointment has been made at column nos. 6 and 7 as referring therein that the appointment will be for a particular tenure based upon the contract of the employment. The aforesaid clauses have been referred herein above.

14. This Court has made specific query from the learned counsel appearing for the petitioners that where is the order of engagement upon which he became speechless as Annexure-4 which has been issued by the outsource agency is not the appointment letter. The said letter reflects that the nature of appointment has been changed to that of being made by the outsource agency.

15. This Court on such pretext posed a question what is the basis of giving joining. Mr. Abhay Kumar Mishra, the learned counsel appearing on behalf of the petitioners has submitted that there is no

appointment letter separate to that of Annexure-4. This court, therefore, is of the view that Annexure-4 is the appointment letter, based upon which the petitioners have joined the services.

16. The question is that once the offer of appointment has been accepted and acted upon is it available to the petitioners to turn around and question the terms and conditions of the appointment?

17. The answer is in negative based upon the proposition of Law as has been rendered by the Hon'ble Apex court in the case of Dr. G. Sarana Vs. University of Lucknow & Ors. [(1976) 3 SCC 585]. For ready reference, paragraph 15 of the said judgment is quoted hereunder:-

*"15. We do not, however, consider it necessary in the present case to go into the question of the reasonableness of bias or real likelihood of bias as despite the fact that the appellant knew all the relevant facts, he did not before appearing for the interview or at the time of the interview raise even his little finger against the constitution of the Selection Committee. He seems to have voluntarily appeared before the Committee and taken a chance of having a favourable recommendation from it. Having done so, it is not now open to him to turn round and question the Constitution of the Committee. This view gains strength from a decision of this court in Manak Lal's case where in more or less similar circumstances, it was held that the failure of the appellant to take the identical plea at the earlier stage of the proceedings created an effective bar of waiver against him. The following observations made therein are worth quoting: It seems clear that the appellant wanted to take a chance to secure a favourable report from the tribunal which was constituted and when he found that he was confronted with unfavourable report, he adopted the device of raising the present technical point."*

18. Likewise, the Hon'ble Apex Court in **Om Prakash Shukla Vs. Akhilesh Kumar Shukla and Ors.** [(1986) (supp) SCC 285], has held that if a candidate had appeared in the examination without protest, he cannot invoke the jurisdiction of the High Court under Article 226 realizing that he would not succeed in the examination.

19. Further reference in this regard is made to the judgment rendered by the Hon'ble Supreme Court in **Marripati Nagaraja and**

**Others Vs. Govt of Andhra Pradesh and Ors. [(2007) 11 SCC 522]**

wherein it has been held that if the appellants had appeared at the examination without any demur, they did not question the validity of fixing of the said date before the appropriate authority, therefore, they were estopped and precluded from questioning the selection.

20. The Hon'ble Apex Court in the judgment rendered in ***Vijendra Kumar Verma Vs. Public Service Commission, Uttarakhand and Others [(2011) 1 SCC 150]*** at paragraph 28 has held as under :-

*"28.Besides, in K.H.Sirej v. High Court of Kerala in SCC paras 72 and 74 it was held that the candidates who participated in the interview with knowledge that for selection they had to secure prescribed minimum marks on being unsuccessful in interview could not turn around and challenge that the said provision of minimum marks was improper, said challenge is liable to be dismissed on the ground of estoppel."*

21. The further proposition as has been settled that once the contract has been entered into the parties, contract being the bilateral, it is not available for the parties to improve the terms and conditions of the contract otherwise it will lead to rewriting the terms and conditions of the contract. It is settled position of law that if any agreement has been arrived at in between the parties, the same being the bilateral contract, binds both the parties. It is further settled position of law that if any terms and conditions have been agreed upon by the parties the same cannot be relaxed by the High Court sitting under Article 226 of the Constitution of India otherwise it will amount to re-write the terms and conditions of contract as has been held in the case of **Union Territory of Pondicherry and Ors Vs. P.V. Suresh and Ors., reported in**

(1994) 2 SCC 70 wherein at paragraph 11 & 12 it has been held that the Court has no jurisdiction to alter the terms or rewrite the contract between the parties. In the case of **Polymat India (P) Ltd. and Anr. Vs. National Insurance Co. Ltd. and Ors.**, reported in (2005) 9 SCC 174 wherein the Hon'ble Apex Court by taking aid of the judgment rendered in the case of **United India Insurance Co. Ltd. Vs. M.K.J. Corp.**, reported in (1996) 6 SCC 428 has been pleased to observe that “after the completion of the contract, no material alteration can be made in its terms except by mutual consent”.

22. The nature of appointment as per the communication dated 21.11.2016 wherein also the name of the writ petitioners have been referred and based upon that they have joined the services being conscious with the terms and conditions of the offer of appointment as per the conditions referred in clause 6 and 7 thereof, and now, they have come to this court challenging the said terms and conditions.

23. This court is of the view that such is not available to be questioned by the petitioners once they have acted upon on the basis of the communication dated 21.11.2016 otherwise it will lead to rewriting the terms and conditions of the contract.

24. In view of the aforesaid discussions, this court is of the view that the question which has been formulated as above has been answered against the writ petitioners and, as such, the present writ petitions sans merit and, as such, deserve to be dismissed.

25. Accordingly the aforesaid writ petitions stand dismissed.



26. Pending interlocutory application (s), if any, also stands disposed of.

**(Sujit Narayan Prasad, J.)**

**Date: 15/04/2026**  
**KNR/AFR**

**Uploaded On:18/ 04/2026**