



IN THE HIGH COURT OF ORISSA AT CUTTACK
WP(C) No.5202 of 2025

Dr. Subhashree Sarangee

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Petitioner

Represented By Adv. –
Mr. P.K. Rath,
Senior Advocate
along with
Mr. Saibrata Rath,
Advocate

-versus-

State Of Odisha and others

.....

Opposite Parties

Represented By Adv. –

Smt. Sasmtia Nayak,
ASC

CORAM:

THE HON'BLE MR. JUSTICE ADITYA KUMAR MOHAPATRA

ORDER

19.02.2025

Order No.

- 01.
1. This matter is taken up through Hybrid mode.
 2. Heard Mr. P.K. Rath, learned Senior Counsel appearing for the Petitioner as well as learned counsel for the State-Opposite Parties. Perused the writ petition as well as the documents annexed thereto.
 3. Present writ petition has been filed by the Petitioner with a prayer for a direction to quash letter dated 24.01.2025 issued by the Opposite Party No.2-Chief District Medical & Public Health Officer, Sundargarh, under Annexure-1, thereby disengaging the Petitioner w.e.f. 20.02.2025. A further prayer has been made for regularization of the service of the Petitioner with all consequential service and financial benefits within a stipulated period of time.
 4. Mr. P.K. Rath, learned counsel for the Petitioner, at the outset,



referring to the agreement executed with the Petitioner, contended that initially the Petitioner was engaged on contractual basis with a probation period of three months. Thereafter, on successful completion of probation period, the Petitioner was allowed to continue uninterruptedly from the date of her initial appointment till now vide appointment letter 23.11.2019 under Annexure-4. He further contended that considering the satisfactory performance of the present Petitioner her services were being renewed by executing annual agreement. He further submitted that last agreement that was executed with the Petitioner was on 07.11.2023 and the same was valid till 26.11.2024. Even after expiry of the last agreement, no further agreement was executed with the present Petitioner. Further, referring to the Clause-7 of the agreement dated 07.11.2023 with regard to recession of the contract, learned Senior Counsel appearing for the Petitioner contended that either party can rescind the contract at any point of time by giving the other party one month's notice in writing of its intention to do so. Further, on perusal of Clause-7, it appears that the aforesaid notice period of one month can be reduced to 15 days in lieu of fifteen days salary to be paid by the first party, subject to the condition mentioned in Clause-7 of the agreement. In the light of the aforesaid Clause-7, learned Senior Counsel appearing for the Petitioner contended that the notice under Annexure-1 dated 24.01.2025, by which the Opposite Parties intended to rescind the contract, does not follow the Clause-7 of the agreement. Learned Counsel appearing for the Petitioner further submitted that although the notice was issued on 24.01.2025, however, the last working date has been fixed as 20.02.2025. Therefore, the notice under



Annexure-1 does not comply with the requirement of Clause-7 of the agreement, as the same falls after the stipulated one month period. Moreover, there is no mention about the salary in lieu of the one month's notice. In such view of the matter, learned Senior Counsel submitted that notice under Annexure-1 dated 24.01.2025 has been issued in gross violation of Clause-7 of the agreement executed with the Petitioner. Therefore, the order dated 24.01.2025 disengaging the Petitioner is in violation of Clause-7 of the agreement and, as such, the same is unsustainable in the eye of law. On such ground, learned Senior Counsel appearing for the Petitioner contended that the notice under Annexure-1 is liable to be quashed.

5. Learned counsel for the State, on the other hand, sought for some time to obtain instruction in the matter. She further submitted that after expiry of the period of contract, notice has been issued to the Petitioner. Therefore, the Opposite Parties have not committed any illegality.

6. Having heard the learned counsels appearing for both sides, this Court is of the view that the matter requires further hearing.

7. Accordingly, issue notice to the Opposite Parties.

8. Mr. Sasmita Nayak, learned Additional Standing Counsel accepts notice on behalf of all the Opposite Parties.

9. Since soft copy of the writ petition has already been uploaded in the LMS system, no hard copy of the writ petition is required to be served on the learned Additional Standing Counsel. Soft copy of the writ petition which has been uploaded



in the LMS system be utilized for the above purpose.

10. Reply affidavit, if any, be filed within six weeks hence after serving a copy thereof in advance on any of the associates of the learned Senior Counsel appearing for the Petitioner. Rejoinder affidavit, if any, be filed within one week thereafter.

11. List this matter in the week commencing 21st April, 2025.

I.A. No.2927 of 2025

12. Heard the learned Senior Counsel appearing for the Petitioner.

13. Notice as above.

14. As an interim measure, it is directed that the impugned decision vide letter dated 24.01.2025 under Annexure-1 shall be kept in abeyance till the next date.

Urgent certified copy of this order be granted on proper application.

(A.K. Mohapatra)
Judge

Debasis

Signature Not Verified

Digitally Signed
Signed by: DEBASIS AECH
Reason: Authentication
Location: ORISSA HIGH COURT
Date: 19-Feb-2025 17:04:51

