



IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No.32119 of 2024

In the matter of an application under Articles 226 & 227 of the Constitution of India, 1950.

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Ranjan Kumar Mohanty

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Petitioner

-versus-

1. Union of India, represented through its Secretary, Department of Health & Family Welfare, Government of India

2. President, Indian Red Cross Society, Odisha State Branch

3. Chairman, Working Committee, Indian Red Cross Society, Odisha State Branch

4. Honorary Secretary, Indian Red Cross Society, Odisha State Branch & Chairman Maintenance Governance Board (MGB)

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Opp. Parties

Advocates Appeared in this case

For Petitioner - M/s. Nirmal Ranjan Routray,
J. Pradhan & S. Patra, Advocates

For Opp. Parties - Mr. P.K. Parhi, DSGI along with
Mr. D.P. Patnaik, CGC [For UOI]
M/s. J.K. Pattanaik & D. Nayak,
Advocates [For OP No.4]

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CORAM :

MR. JUSTICE KRISHNA S. DIXIT

MR. JUSTICE CHITTARANJAN DASH

Date of Hearing & Judgment: 03.07.2026

PER KRISHNA S. DIXIT, J.

Petitioner, a long serving employee of the Indian Red Cross Society, is knocking at the doors of Writ Court for assailing the Cuttack Central Administrative Tribunal's order dated 13.09.2024 whereby his O.A No. 324 of 2021 seeking regularization/absorption of service came to be negated.

2. Learned counsel for the Petitioner vehemently submits that his client has put in a long & spotless service spanning between May 2001 & May 2010 initially. Subsequently, he worked as Project Coordinator-Maintenance and Management Unit (MMU) vide Letter of Engagement dated 21.05.2015, having been selected and appointed pursuant to public advertisement dated 12.03.2015 until termination vide letter dated 31.05.2021. He tells that the Tribunal is not justified in a wholesale way rejecting the claim for regularization by mechanical application of ratio in *State of Karnataka v. Umadevi*, (2006) 4 SCC 1 when law relating the regularization has much marched further in the light of Apex Court decision in *Jaggo v. Union of India*, 2024 INSC 1034, *Shripal v. Nagar Nigam*, 2025 INSC 144 and *Dharam Singh v. State of U.P.*, 2025 INSC 998.

3. Learned CGC appearing for the OPs *per contra* makes submission in justification of the impugned order and the reasons on which it has been constructed. He draws our attention to the terms of Employment



Agreement dated 17.08.2015 more particularly Clause 8 wherein conditions for 'Termination and Retrenchment' are specified as under:

"8. Termination & Retrenchment

- i. *This contractual appointment shall automatically cease and stand cancelled as soon as the effectiveness of this agreement comes to an end, i.e. soon after the period of agreement is over unless until the agreement is renewed with mutual consent.*
- ii. *During the probation period, the parties can terminate the employment agreement by giving 7 days prior written notice.*
- iii. *In the event of unforeseeable event beyond the control of the parties from meeting its obligation under this agreement, the contractual obligation as far as affected by such event shall be suspended for as long as the impossibility of performance due to this situation continues provided that the other parties is notified within one week of the occurrence of the unforeseeable even. If the force of the unforeseeable event lasts more than 30 days, either parties to this agreement may terminate within one week by giving written notice.*
- iv. *The Organization / employee shall live the right to terminate thi. Agreement at any time with immediate effect without any notice and assigning any reason thereof, for any one or more of the following reasons.*
 - a. *If the employee, is in the opinion of the Organization guilty of inattention or negligence in the conduct of the events and affairs of the Organization or of any other serious act or omission inconsistent with his duties or commits any serious breach of any of his allegation under this agreement or contravene any of the terms, rules, principles of the organization.*
 - b. *If the Employee is absent without leave for a continuous period of seven days without any intimation in writing to the Organization.*
 - c. *If the employee, is in the opinion of the organization, guilty of any act or omission adversely affecting the goodwill, reputation, credit, operations or affairs of the organization or commission of any crime or offence involving material dishonesty or moral turpitude.*
 - d. *If the employee, is in the opinion of the organization, guilty of any dishonesty, fraud, breach of statutory duties, breach of confidentiality obligation, pilferage and theft, attending work under the influence of any intoxicating substances. breach of the organization rules and policy disobedience of reasonable orders from superiors or authority, causing actual or threatening physical harm or damage to the organization property, any other act of misconduct."*(sic)

4. Having heard learned counsel for the parties and having perused the petition papers, this Court is inclined to grant indulgence in the matter as under and for the following reasons:



4.1. The contention of the Petitioner's counsel that his client has put in a long & spotless service is supported by the evidentiary material on record. He is right in telling us that even in the initial spell of service, Petitioner was entitled to have his case favourably considered for regularization, if not absorption, his services having been found absolutely satisfactory *sans* any complaint whatsoever.

4.2. The Tribunal's order gives a lot of scope for the complaint that the ratio in **Umadevi** *supra* has been pressed into service mindlessly for denying relief to the Petitioner. It hardly needs to be stated that law being a flowing river, does not stand still and therefore, its march from April to May and then to the June of life cannot be ignored. Had the Tribunal slightly adverted to the decision of the Apex Court in **Vinod Kumar v. Union of India**, 2024 INSC 332, **Shripal v. Nagar Nigam**, 2025 INSC 144 and **Dharam Singh v. State of U.P.**, 2025 INSC 998, the impugned order would have been much different and to the advantage of the Petitioner. **Umadevi** is only a traveler's inn and not the destination point of journey. This aspect having not animated the impugned order, the same is liable to be voided. It hardly needs to be stated that the rulings in **Jaggo & Shripal** *supra* would come to the aid of Petitioner and therefore, the prayer for regularization would not have been denied.

4.3. The vehement submission of learned CGC that Petitioner having signed the agreement dated 17.08.2015 now cannot turn around and seek regularization/absorption. It hardly needs to be stated that job is the only source of livelihood for the Petitioner, there being no contra indication in the pleadings of OPs and such job seekers would not be having bargaining power *qua* the State entity under Article 12 of the Constitution. Therefore, the terms of the agreement that arguably come



to the rescue of OPs have to be taken with a pinch of salt, if not the sack. This aspect of the matter has been considered by the Apex Court in ***Pani Ram v. Union of India***, (2021) 19 SCC 234, wherein the following observations are made:

"23. As held by this Court, a right to equality guaranteed under Article 14 of the Constitution of India would also apply to a man who has no choice or rather no meaningful choice, but to give his assent to a contract or to sign on the dotted line in a prescribed or standard form or to accept a set of rules as part of the contract, however unfair, unreasonable and unconscionable a clause in that contract or form or rules may be. We find that the said observations rightly apply to the facts of the present case. Can it be said that the mighty Union of India and an ordinary soldier, who having fought for the country and retired from Regular Army, seeking re-employment in the Territorial Army, have an equal bargaining power. We are therefore of the considered view that the reliance placed on the said document would also be of no assistance to the case of the respondents."

In the above circumstances, this Petition succeeds. A Writ of certiorari issues quashing the impugned order dated 13.09.2024 passed in O.A. No.324 of 2021 coupled with a direction to the OPs to continue the Petitioner in service and to regularize his services with prospective effect. The compliance report shall be filed before the Registrar General of this Court within an outer limit of eight weeks.

Costs reluctantly made easy.

Web copy of judgment to be acted upon by all concerned.

(Krishna S. Dixit)
Judge

(Chittaranjan Dash)
Judge

Orissa High Court, Cuttack
The 3rd day of July, 2026/Anisha

Signature Not Verified

Digitally Signed
Signed by: ANISHA NANDA
Designation: Jr. Stenographer
Reason: Authentication
Location: OHC, Cuttack
Date: 07-Jul-2026 11:00:22

