



IN THE HIGH COURT OF ORISSA AT CUTTACK
WP(C) No. 38962 of 2023

Namita Sahoo

.....

Petitioner

Mr. R. Behera, Advocate

-versus-

***Mahanadi Coalfields Ltd.,
Sambalpur & Ors.***

.....

Opposite Parties

Mr. N.C. Sahoo, Advocate
(Opp. Party Nos. 2, 3 & 4)

CORAM:

THE HON'BLE MR. JUSTICE BIRAJA PRASANNA SATAPATHY

ORDER

14.07.2026

Order No. 11

1. This matter is taken up through hybrid mode.
2. Heard Mr. R. Behera, learned counsel appearing for the Petitioner and Mr. N.C. Sahoo, learned counsel appearing for the Opp. Party Nos. 2 to 4.
3. The present writ petition has been filed inter alia with the following prayer:-

“Therefore, the petitioner prays that your Lordships' may graciously be pleased to consider the facts stated in the petition, allow the same and issue Rule NISI to the Opp. Parties to show cause as to why a writ of certiorari shall not be issued to quash the clause-8 of the appointment order under annexure-1 and administrative approval of Opp. Party No.4 under annexure-3 in deducting 30% of the salary (Basic+DA+SDA) of the petitioner towards maintenance of her parents-in-law for being violative of Article 14 of the Constitution of India;

And as to why a writ of mandamus shall not be issued to the Opp. Party No.4 to modify the maintenance amount from 30% of the salary (Basic+DA+SDA) of the petitioner to consolidated of Rs.4000/- per month.



And, if the Opp. Parties fail to show cause or show insufficient cause then make the rule absolute;

And, pass any other writ / writs, order / orders, direction / directions as your lordships may deem just and proper;

And for this act of kindness the petitioner, as in duty bound, shall ever pray.”

4. It is contended that in view of the stipulation contained in the offer of appointment so issued under Annexure-1 vide Clause 8, 30% of the salary of the Petitioner is being regularly deducted and being paid to the in-laws of the present Petitioner.

4.1. It is contended that such a Clause should not have been incorporated in the offer of appointment, which is causing prejudice to the Petitioner.

5. Learned counsel appearing for the MCL on the other hand contended that since by accepting the terms and conditions of the offer of appointment, Petitioner joined in the establishment of MCL, after accepting the benefit, no challenge can be made to the stipulation contained in Clause 8 of the offer of appointment.

5.1. It is further contended that since in terms of the said order, Petitioner did not take care of her in-laws, 30% of her monthly salary is being deducted and being paid to her in-laws. Accordingly, it is contended that no illegality or irregularity can be found with such action of the MCL.

6. Having heard learned counsel appearing for the Parties and considering the submissions made, this Court finds that Petitioner was given the benefit of appointment vide order dtd.20.02.2019



under Annexure-1 with various terms and conditions, which includes Clause-8.

6.1. Since it is not disputed that the in-laws are staying separately from the Petitioner and 30% of her salary is being deducted and paid to her in-laws, this Court is of the view that by accepting the offer of appointment since Petitioner joined, after her joining, Petitioner is not permitted to challenge any stipulation contained in the offer of appointment.

6.2. Accordingly, this Court is not inclined to interfere with the stipulation contained in the offer of appointment so issued under Annexure-1 and accordingly not inclined to entertain the writ petition with the prayer as made.

7. The writ petition accordingly stands disposed of.

(BIRAJA PRASANNA SATAPATHY)
Judge

Sneha

Signature Not Verified

Digitally Signed
Signed by: SNEHANJALI PARIDA
Reason: Authentication
Location: High Court of Orissa, Cuttack
Date: 17-Jul-2026 17:21:28

