

HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Writ Petition No. 2907/2026

Chetan Sharma S/o Shri Umesh Chand Sharma, Aged About 29 Years, R/o Borada Kua Ke Pass Ka Mohalla, Village Mandawar, Tehsil Mandawar, District Dausa, Rajasthan

-----Petitioner

Versus

1. State Of Rajasthan, Through Principal Secretary, Department Of Co-Operative, Government Of Rajasthan, Government Secretariat Jaipur Rajasthan
2. Registrar Co-Operative Societies Rajasthan, Nehru Sahakar Bhawan, Bhawani Singh Road, 22 Godown Circle, Jaipur Rajasthan
3. Deputy Registrar, Co-Operative Societies Rajasthan Dausa, Sahakar Bhawan, Khan Bhakri Road, Dausa Rajasthan
4. Mandawar Krya-Vikray Sahakari Samiti Limited, Mandawar-Mahwa Road, District Dausa Rajasthan Through Its General Manager
5. Manav Vikas Avem Mahila Paropkari Samiti Limited, A-15, Pratap Colony, Somnath Nagar, Dausa Rajasthan Through Its President

-----Respondents

For Petitioner(s) : Mr. Gajanand Sharma

For Respondent(s) : Mr. Ashish Agarwal

HON'BLE MR. JUSTICE ASHOK KUMAR JAIN

Order

24/03/2026

1. Instant writ petition has been filed by the petitioner with following prayers:

"It is, therefore, most humbly prayed that Your Lordships' may graciously be pleased to admit and allow this writ petition; call for and examine entire record of the case and

a) By an appropriate writ, order and direction intendment thereof thereby the dated 26.11.2025 and the Order dated 27.8.2025 may kindly be quashed and set aside and the respondents may kindly be directed to

reinstate the contractual services of the petitioner as Computer Operator in respect No.4 either through respondent No. 5 / service provider or under direct contract basis.

b) By an appropriate writ, order and direction in the nature thereof the respondents may kindly be directed to regularize the services of the petitioner in view of the provisions Of Rajasthan Contractual Hiring to Civil Post Rules 2022.

c) By an appropriate writ order and direction in the nature thereof the respondents may kindly be directed to make withhold remuneration Rs.42388/- and security amount Rs. 39000/- along with 12% interest from the due date to the date of payment.

d) Any other relief as this Hon'ble Court may deem fit and proper be also passed in favour of the Petitioner."

2. Learned counsel for petitioner submits that pursuant to order dated 07.10.2025 in writ petition no.14210/2025, the petitioner has submitted a representation to respondent no.4 and same was dismissed on 26-11-2025 with stigmatic approach by respondent no.4. He further submitted that the action of respondent is contrary to the settled norms and to employ someone else, the services of petitioner were terminated.
3. Aforesaid contentions were opposed by learned counsel for respondent and he submitted that the petitioner was a contractual worker through respondent no.5 and there is no privity of contract between petitioner and respondent no.4. He submitted that the respondent no.4 is not satisfied from the services of petitioner and same was also considered while deciding representation. At last, he submitted that there is no need to engage petitioner in the respondent organization.

4. Heard learned counsel for the parties and perused the material placed on record.
5. The petitioner who was engaged as computer operator on contractual basis by respondent no.4, has entered into a contract with respondent no.4 on 17-03-2020. A separate contract was also entered between respondent no.4 and 5 on 17-03-2020. This contract was further renewed on 15-04-2021 with the execution of fresh contract. Again contract on 08-08-2022 and 11-08-2023 were executed between the parties. Lastly, the contract was executed on 2-08-2024 and 02.07.2025.
6. The petitioner has filed writ petition no.14210/2025 before this court which was disposed of on 07.10.2025 in following manner;

"Considered the grievance raised herein, the petitioner is given a liberty to submit a representation to the respondents-Authority within a period of 15 days raising all grounds and the respondents-Authority are directed to consider and decide the representation after enquiry about grievances raised by the petitioner but with a reasoned and speaking order within a period of 30 days from date of receipt of representation. After the decision, the respondents are under an obligation to communicate the order to the petitioner either by way of speed post or through E-mail, if petitioner has provided E-mail in his representation. If the petitioner is still aggrieved, he is at liberty to approach this Court with fresh petition."

7. The petitioner has submitted a representation to respondent no.4 (Annexure-18) which was rejected by respondent no.4 on 26-11-2025 (Annexure-19). The language used by

respondent no.4 clearly indicate that after August 2024, the service of second computer operator was not required by them. There were complaints against the petitioner. further it is mentioned that as per opinion, the petitioner has no right of employment in respondent No. 4.

8. A perusal of reasons assigned in disposal of representation indicate that the services of petitioner were discontinued despite the fact that last contract was executed on 02.07.2025 and same was for a period of one year. Despite this contract, the services were terminated on 27.08.2025. The disposal of representation was stigmatic in nature and for a stigmatic ground, it is necessary to follow the principle of natural justice.
9. Herein this case, no document is filed by respondent No. 4 to show that any notice is served to the petitioner to explain his conduct. Moreover, the last contract was executed on 02.07.2025 and period is for next one year, though this has been effected from 18.03.2025, but still the language indicates that till 31.3.2026, the services of petitioner cannot be terminated as per contract.
10. In view of discussion made hereinabove, the disposal of representation indicate that the respondent No. 4 has disposed of the representation in stigmatic manner and moreover the contracts exist till 31.03.2026. Therefore, the termination of petitioner is contrary to the settled norms and also the material placed on record.
11. In view of discussion made hereinabove, the petition is partly allowed and the termination order dated 27.08.2025

and subsequent decision of representation dated 26.11.2025 are quashed and set aside, and the petitioner is entitled for reinstatement till 31.3.2026. The respondent No. 4 is at liberty to extend the contract if financial conditions of respondent No. 4 permits for the same.

12. With aforesaid, the writ petition and misc. application, if any, stands disposed of.

(ASHOK KUMAR JAIN),J