

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.8551 of 2025

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Santosh Kumar Son of Sri Saukhi Lal, Resident of Village - Kalhanwaha
(Kalyanpur), Police Station - Durgawati, District- Kaimur (Rohtas).

... .. Petitioner/s

Versus

1. The State of Bihar through Principal Secretary, Department of Transport, Government of Bihar, Patna.
2. The Principal Secretary, Department of Transport, Government of Bihar, Patna.
3. The Transport Commissioner, Transport Department, Govt. of Bihar, Patna.
4. The Bihar State Road Corporation, Patna through its Managing Director having office at Phulwarisharif, Patna, Distt- Patna.
5. The Aministration (Chief), Bihar State Road Transport Corporation, Patna.
6. The Regional Manager, Bihar State Road Transportation, Gaya.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Anand Kr. Ojha, Sr. Advocate

Mr. Ashok Kumar Karna, Advocate

For the Respondent/s : Mr. P. K. Verma, Sr. Advocate

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CORAM: HONOURABLE MR. JUSTICE DR. ANSHUMAN

CAV JUDGMENT

Date : 30-04-2026

Heard Mr. Anand Kumar Ojha, learned Sr. Counsel assisted by Mr. Ashok Kumar Karna, learned Advocate appearing for the petitioner and Mr. P. K. Verma, learned Sr. Counsel for the respondents.

2. Learned Senior Counsel appearing for the petitioner



submits that the present writ petition has been filed for quashing Letter No. 570 dated 19.02.2024 issued by Respondent No. 5, namely the Administration (Chief), Bihar State Road Transport Corporation, Patna, whereby the contractual engagement of the petitioner has been terminated on the ground of alleged unauthorized absence from duty with effect from 15.12.2023. The petitioner has further prayed for a direction upon the respondent authorities to reinstate him on his post, as he remains willing and available to discharge his duties during the subsistence of the contractual period. Learned Senior Counsel further submits that the petitioner was initially appointed to the post of Traffic Manager on a contractual basis for a period of one year vide Letter No. 3675 dated 15.11.2018 issued by the Administration (Chief), Bihar State Road Transport Corporation, Patna, pursuant to an advertisement issued by the Corporation. Prior thereto, an offer of appointment was issued vide Letter No. 3466 dated 23.10.2018, requiring the petitioner to execute a bond and submit an acceptance letter. The petitioner duly complied with the said requirements and joined his duties, which was formally accepted vide Memo No. 3699 dated 16.11.2018 (Annexure-P/3). It is submitted that the petitioner continuously discharged his duties satisfactorily and no



complaint was ever made against him. His contractual engagement was extended from time to time through various orders. Subsequently, vide Letter No. 170 dated 01.09.2021, he was transferred from the post of Depot Superintendent to the Head Office, Patna. Thereafter, he was again transferred to Aurangabad Depot, where he assumed charge as Depot Superintendent and duly joined on 17.06.2022.

3. Learned Senior Counsel further submits that during his posting at Aurangabad, the petitioner repeatedly requested the Regional Manager, Bihar State Road Transport Corporation, Gaya, through letters dated 16.05.2023, 18.06.2023, 01.07.2023, 29.08.2023, and 16.11.2023, to conduct physical verification of the store and accounts, apprehending possible manipulation by certain staff members (Annexure-8 series). However, no such verification was undertaken despite repeated requests. It is further submitted that the petitioner sustained a fracture in his leg and, accordingly, submitted a leave application dated 10.10.2023 seeking leave from 12.10.2023 to 18.10.2023. Learned counsel further submits that subsequently, vide Letter No. 4092 dated 14.12.2023, the Deputy Chief Accounts Officer, BSRTC, Patna directed all Regional Managers/Assistant Regional Managers (Accounts) to conduct physical verification



of stores and accounts twice a month and submit reports, warning of strict administrative action in case of irregularities (Annexure–P/10). Pursuant thereto, the Regional Manager, BSRTC, Gaya conducted verification at Aurangabad Depot and alleged financial irregularities amounting to Rs. 4,00,140/-. Consequently, an FIR bearing Town P.S. Case No. 896 of 2023 dated 15.12.2023 was lodged against the petitioner and one Rajeev Raj, an outsourced cashier (Annexure–P/11).

4. Learned Senior Counsel submits that the allegations are wholly misconceived. It is contended that the responsibility for maintaining cash, making entries in the account register, and depositing cash in the bank lies solely with the cashier, and not with the Depot Superintendent. The petitioner had no role in the alleged misappropriation. It is further submitted that vide Letter No. 885 dated 15.12.2023, the petitioner was directed to stop work at Aurangabad Depot during the pendency of the enquiry and remain present at the headquarters. Thus, the allegation of unauthorized absence from 15.12.2023 is factually incorrect, as the petitioner was complying with official directions. However, without conducting any enquiry and without issuing any show cause notice, the respondent authority abruptly terminated the petitioner's contract vide Memo No. 570 dated 19.02.2024 on



the ground of absence. It is submitted that such termination is arbitrary, violative of the principles of natural justice, and has serious civil consequences. The petitioner's contractual tenure was valid up to 05.05.2024, and at the time of termination, the contract was still subsisting.

5. Learned Senior Counsel further submits that the petitioner has already been granted bail by this Hon'ble Court vide order dated 13.05.2024 passed in Cr. Misc. No. 24489 of 2024, with a direction to deposit Rs. 2,00,000/- in installments, which has been duly complied with. In view of the aforesaid facts and circumstances, learned Sr. Counsel for the petitioner submits that the impugned order is liable to be set aside, and the petitioner deserves to be reinstated to the post of Traffic Manager, as the post is still vacant.

6. To substantiate his submissions, learned Senior Counsel for the petitioner has placed reliance upon the judgment of the Hon'ble Supreme Court in *Swati Pridarshini vs. State of Madhya Pradesh & Ors.*, reported in (2024) 19 SCC 128. Learned Senior Counsel has further relied upon the judgment rendered in *Bhola Nath vs. State of Jharkhand & Ors.*, reported in 2026 LiveLaw (SC) 95, wherein the Hon'ble Supreme Court has been pleased to hold that the State, being a "model



employer”, cannot exploit the unequal bargaining power of employees by continuing them on a purely contractual basis for an indefinite period so as to evade its obligations of regular employment. It has further been held that abrupt discontinuation of long-serving employees merely on the ground of “contractual nomenclature”, and that too without a reasoned or speaking order, is manifestly arbitrary and violative of Article 14 of the Constitution of India.

7. On the contrary, learned Senior Counsel appearing for the respondents submits that the present writ petition, challenging the order of termination, is not maintainable and is liable to be dismissed.

8. Learned Senior Counsel submits that the petitioner was appointed purely on a contractual basis for a period of one year. Clause-6 of the terms of engagement, annexed as Annexure-P/1 to the writ petition, specifically stipulates that the engagement could be terminated at any time by giving one month’s notice. Likewise, the petitioner was also at liberty to disengage himself from service upon giving one month’s prior notice. It is further submitted that the petitioner had been duly intimated regarding the enquiry pertaining to the alleged embezzlement, and thus was aware of the proposed action.



Thereafter, upon expiry of more than one month, the contractual engagement of the petitioner was terminated on 19.02.2024 strictly in terms of Clause-6 of the engagement conditions.

9. Learned Senior Counsel further contends that the relationship between the petitioner and the Bihar State Road Transport Corporation is that of master and servant governed purely by contractual terms. Such a contract of personal service is not specifically enforceable in view of the bar contained under Section 14 of the Specific Relief Act, 1963. Even assuming that the termination is stigmatic or assigns reasons, the remedy available to the petitioner lies only in seeking damages and not in claiming reinstatement or specific performance of the contract. It is further submitted that the Court cannot declare such termination as void, nor can it treat the contractual employment as subsisting or grant consequential relief of reinstatement.

10. It is further contended that there exists a clear distinction between public employment governed by statutory rules and employment governed purely by contractual terms. The nature of relief depends upon whether the employment is statutory or contractual. Learned Sr. Counsel further submits that in the present case, the petitioner's engagement is governed



entirely by the terms of the contract, with no statutory flavour attached to it. Even if the employer is a statutory body, where the relationship is purely contractual and not regulated by statutory provisions, such contracts of personal service are not specifically enforceable.

11. In support of the aforesaid submissions, learned Senior Counsel has placed reliance upon the judgment of the Hon'ble Supreme Court in *State Bank of India & Ors. vs. S. M. Goyal*, reported in (2008) 8 SCC 92.

12. After hearing the parties and upon perusal of the materials available on record, particularly the terms of engagement of the petitioner, it is evident that the nature of appointment was purely contractual. Clause 1 of the terms of engagement clearly stipulates that the petitioner would not be entitled to the status of a Government servant, nor to any benefits admissible to Government employees, and that he shall not raise any claim for regularization. Clause 2 further provides that the petitioner was to be paid a consolidated honorarium of Rs. 30,000/- per month for the services rendered, without entitlement to any additional allowances or wages. Clauses 3 and 4 explicitly state that there would be no entitlement to pay revision, dearness allowance, contributory provident fund



(CPF), group insurance, or any other service benefits. It is also stipulated that the petitioner shall not raise any claim against decisions of the Bihar State Road Transport Corporation, and in the event of breach of any terms, the engagement would be deemed terminated.

13. In view of the aforesaid, there is no manner of doubt that the petitioner was a contractual employee.

14. From the impugned order contained in Memo No. 570 dated 19.02.2024, it transpires that the contract of the petitioner has been terminated on the ground of unauthorized absence from duty with effect from 15.12.2023. However, it is the specific stand of the petitioner that he was present at the Aurangabad Depot on and from 15.12.2023.

15. In support of his contention, the petitioner has relied upon Letter No. 885 dated 15.12.2023 issued by the Regional Manager, BSRTC, whereby he was directed not to leave the headquarters and to remain present during the pendency of the inquiry.

16. From the judgment rendered in the case of *Swati Priya Darshani (supra)*, it has been held that the services of a contractual employee may be terminated with one month's notice on the ground of inefficiency, provided such termination



is non-stigmatic and simpliciter. Further, in *Bhola Nath (supra)*, the Hon'ble Supreme Court has held that the State, being a "model employer," cannot exploit the unequal bargaining power of employees by continuing them on a purely contractual basis for an indefinite period so as to evade its obligations.

17. In the present case, although the allegation of unauthorized absence from duty has been made against the petitioner, the counter affidavit itself acknowledges issuance of Letter No. 885 dated 15.12.2023 by the Regional Manager, Gaya, directing the petitioner to remain on duty and not to leave the headquarters until completion of the inquiry. However, prior to issuance of the impugned order dated 19.02.2024, no show-cause notice or opportunity of hearing was afforded to the petitioner. Moreover, allegations of irregularity and embezzlement have also been levelled without conducting any inquiry.

18. Thus, the impugned order, having been passed without adherence to the principles of natural justice, is unsustainable in law.

19. Accordingly, the impugned order contained in Memo No. 570 dated 19.02.2024 issued by Respondent No. 5, namely the Administrative Chief, Bihar State Road Transport



Corporation, is hereby set aside.

20. The respondents are directed to issue a show-cause notice to the petitioner, grant him adequate opportunity of hearing, and thereafter take a reasoned decision in accordance with law. As held by a Co-ordinate Bench of this Court in *Anuj Shukla (supra)*, prior to passing a stigmatic order of termination, a full-fledged departmental inquiry is required.

21. In light of the observations made hereinabove, this Court is of the considered view that the impugned order is stigmatic in nature and has been passed in violation of the principles of natural justice, as no opportunity of hearing was provided to the petitioner.

22. Accordingly, the respondents are directed to reinstate the petitioner forthwith. The petitioner shall be entitled to all consequential benefits, subject to the outcome of any fresh decision taken by the respondents after due process.

23. With the aforesaid observations and directions, the writ petition stands allowed.

(Dr. Anshuman, J)

Ashwini/-

AFR/NAFR	
CAV DATE	02.04.2026
Uploading Date	30.04.2026
Transmission Date	NA

