



2026:AHC:20293

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - A No. - 1047 of 2026

Kamesh Chandra Pal

.....Petitioner(s)

Versus

State Of U.P. And 4 Others

.....Respondent(s)

Counsel for Petitioner(s)	: Devansh Misra, Ramesh Kumar Pandey
Counsel for Respondent(s)	: Arjun Prasad Yadav, C.S.C.

Court No. - 33

HON'BLE VIKAS BUDHWAR, J.

1. Heard Sri Devansh Misra, learned counsel for the writ petitioner and Sri S.K. Pal, learned Addl. Chief Standing Counsel for Respondent Nos. 1, 3 and 4 and Sri Arjun Prasad Yadav for the Respondent nos. 2 and 5.

2. A statement has been made by learned counsel for the respondents that they are well equipped with the instructions and are in a position to argue the case. They do not propose to file any affidavit and they further submit that the writ petition be decided on the basis of the documents available on record.

3. With the consent of the parties, the writ petition is being decided at the fresh stage.

4. The case of the writ petitioner is that the writ petitioner was engaged on contractual basis as a Computer Operator in the office of the Basic Shiksha Adhikari, Bijnor under the State Mid Day Meal Scheme on 29.03.2008 for a period of one year. As per the writ petitioner, the engagement stood renewed from time to time. It is also the case of the writ petitioner that the honorarium was initially Rs.8000/- month, which was subsequently increased to Rs.14,641/-. As per the writ petitioner, the conditions pertaining to engagement and continuance of Computer Operator on contractual basis are regulated by virtue of the departmental letter dated 03.09.2013. Since the writ petitioner was not accorded the honorarium w.e.f. April 2025, so the writ petitioner preferred representation on 09.10.2025 and 31.10.2025 and when the same was not decided, the writ petitioner had no option but to prefer Writ-A No.18440 of 2025, in which on 15.12.2025, the following order was passed:-

"1. Heard Sri Arun Kumar (A/A 0722/2022) holding brief of Shri Sanjay Kumar Sharma, learned counsel for the petitioner and Sri Arjun Prasad Yadav, counsel for the respondent nos. 2 and 4 and learned Standing Counsel, who appears for State-respondents.

2. The present petition has been preferred for seeking a direction to the District Basic Shiksha Adhikari, district Bijnor to release honorarium of the writ petitioner from April 2025 to till date and to decide the representation dated 31.10.2025.

3. Today Sri Arjun Prasad Yadav has produced before this Court the instructions under the signatures of District Basic Shiksha Adhikari, district Bijnor, according to which, the representation of the writ petitioner has been decided on 04.11.2025.

4. Let a copy of the instructions be served upon the counsel for the writ petitioner.

5. Accordingly, the writ petition stands dismissed as withdrawn with liberty to file afresh questioning the said order.

6. Instructions filed today are taken on record as marked as appendix A."

5. As the writ petitioner's engagement as Computer Operator was not renewed and he was dislodged from the engagement by virtue of the order dated 04.11.2025 passed by District Basic Shiksha Adhikari, Bijnore, fifth respondent, so the writ petitioner has preferred the present writ petition for quashing of the order dated 04.11.2025 passed by District Basic Shiksha Adhikari, Bijnore.

6. Learned counsel for the writ petitioner has sought to argue that the order dated 04.11.2025 passed by District Basic Shiksha Adhikari, Bijnore, Respondent no.5, cannot be sustained for the single moment. Elaborating the said submission, it is contended that the order in fact is punitive in nature, as the decision not to continue the writ petitioner on contractual basis rests upon the complaints so lodged against the work and conduct of the writ petitioner. Submission is that in case, there is any adverse material injected by the respondents which became the basis for non-renewal, then propriety demanded that the writ petitioner was to be confronted with the adverse material along with the show cause notice so as to enable the writ petitioner to respond to the same and thereafter, an order out to have been passed. Submission is that the said exercise has not been undertaken and by a single stroke of pen, the claim set up by the writ petitioner has been negated. He further submits that even there is nothing on record to show as to what was the consideration which weighed the respondents in not to paying the honorarium, particularly when the writ petitioner was working till December 2025.

7. Learned Addl. Chief Standing Counsel as well as Sri Yadav, who appears for Respondent Nos. 2 and 5 while countering the submission so made by the writ petitioner have submitted that the engagement of the writ petitioner was on contractual basis and in case of exceptional circumstances, which may be prevalent at any point of time, it is always open for the employer to take a decision for not renewing the engagement. He, however, submits that the basic factor which was relatable for non-continuance / renewal of the engagement of the writ petitioner was the complaints.

8. I have heard the submissions so made across the Bar and perused the records.

9. Facts are not in issue. It is not in issue that the writ petitioner was engaged as a Computer Operator on contractual basis on 29.03.2008. His engagement was renewed from time to time and with effect from April 2025, his renewal has not been extended. The inter-departmental letter dated 03.09.2023 issued by the respondents reads as under:-

"मध्यान्ह भोजन योजना के अन्तर्गत संविदा के आधार पर जनपद स्तर पर जिला बेसिक शिक्षा अधिकारी कार्यालय तथा मण्डल स्तर पर मण्डलीय सहायक शिक्षा निदेशक (बेसिक). कार्यालय में समन्वयक व कम्प्यूटर ऑपरेटर की नियुक्ति एक वर्ष की अवधि के लिये करने के उपरान्त अगले वर्ष इन पदों पर नवीनीकरण अथवा नवीन चयन की आवश्यकता होती है।

समय से नवीनीकरण अथवा नवीन चयन की कार्यवाही न हो पाने पर जहाँ एक तरफ शासकीय कार्य अवरूद्ध होता है, वहीं दूसरी तरफ प्रश्नगत कर्मि अनिश्चितता की स्थिति में रहते हैं, जिसके कारण कई बार रिट याचिकायें भी कर्मियों द्वारा दायर कर दी जाती हैं। निदेशक, मध्यान्ह भोजन प्राधिकरण, उ०प्र० के स्तर से रिट याचिकाओं में पारित आदेशों का निस्तारण करना अपेक्षित हो जाता है, जिनमें कई प्रकरणों में विषम परिस्थितियों उत्पन्न हो जाती हैं। अतः समुचित विचारोपरान्त प्राधिकरण के पत्रोंक म०भो० प्रा०/सी-3026/2012-13 दिनांक 27.09.2012 को अतिक्रमित करते हुये निम्नलिखित निर्देश दिये जाते हैं:-

1. जिन कर्मियों की सेवायें उपयुक्त न पायीं जायें उनके सम्बन्ध में पत्रावली में साक्ष्य सहित स्पष्ट आंकलन होना चाहिये कि किन परिस्थितियों में उनकी सेवायें उपयुक्त नहीं पायी गयी हैं। वस्तुतः यदि किसी कर्मि की सेवा का नवीनीकरण नहीं किया जाता है तो सेवा समाप्त करने के पूर्व यह सुनिश्चित किया जायेगा कि सम्बन्धित कर्मचारी को अपना पक्ष प्रस्तुत करने का पर्याप्त अवसर प्रदान किया गया है।

2. गम्भीर परिस्थितियों / वित्तीय अनियमितता / गम्भीर अनुशासनहीनता की स्थिति में बिना कोई नोटिस के यदि सेवा समाप्त करने की आवश्यकता प्रतीत होती है तो जिला बेसिक शिक्षा अधिकारी / मण्डलीय सहायक शिक्षा निदेशक (बेसिक), उ०प्र० द्वारा पुष्टि प्रमाणों सहित स्वतः स्पष्ट प्रस्ताव सम्बन्धित जिलाधिकारी / मण्डलायुक्त को प्रस्तुत किया जायेगा।"

10. A bare look of Clause-1 and 2 of the inter-departmental letter dated 03.09.2023 itself goes to show that in case there are adverse material and a decision is to be taken for non-renewal, then the contractual employee is to

be accorded opportunity and further in exceptional circumstances, when it becomes utmost necessary not to renew the engagement and to dispense with the services, then the District Basic Education Officer/ Divisional Assistant/ the competent authority shall on the basis of the inputs so provided can dispense with the services.

11. The order dated 04.11.2025 impugned in the present writ petitioner is quoted hereinunder:

"उपर्युक्त विषयक अपने पत्र दिनांक 09.10.2025 व 31.10.2025 का सन्दर्भ ग्रहण करने का कष्ट करें जिसमें आपके द्वारा मानदेय भुगतान के सम्बन्ध में प्रार्थना पत्र दिया गया है कि माह अप्रैल से अद्यतन माह बीत जाने के उपरान्त भी आपका मानदेय भुगतान नहीं किया गया है।

उपरोक्त के सम्बन्ध में आपको अवगत कराना है कि शैक्षिक सत्र 2024-25 में विभिन्न स्तरों से लगातार प्राप्त आपकी शिकायतों के आधार पर आपकी संविदा सेवा का नवीनीकरण न होने के कारण वर्तमान में आप इस कार्यालय (एम०डी०एम० सैल, बिजनौर) में कम्प्यूटर ऑपरेटर के पद पर कार्यरत नहीं हैं। जिस कारण आपको कोई मानदेय भुगतान नहीं किया जा सकता।"

12. Certainly, it is always open for the respondents not to renew the contractual engagement and to dispense with the services on the basis of the complaints so lodged against the contractual employee, but in the present case, there is a redeeming feature that in the order impugned, there is no recital about the nature and the content of the complaint. Only the basis for now-renewal is that there are complaints. In absence of any recital of nature of complaint and its velocity and magnitude, this Court is not required to read something, which is not recited in the order impugned.

13. In the opinion of the Court, at least, the writ petitioner ought to have been put to notice while issuing show cause notice. Since the order partakes the character of an adverse order.

14. At this juncture, Sri Yadav, who appears for the respondents, submits that the show cause notice would be issued to which the writ petitioner may submit its reply and the order shall be passed thereon.

15. Apparently, without going into the issue, the writ petition is being decided in following terms:-

(a) The order dated 04.11.2025 passed by the District Basic Shiksha Adhikari, Bijnore is set aside.

(b) The competent authority shall issue a show cause notice to the writ

petitioner by 13.02.2026.

(c) The writ petitioner shall submit its reply within 15 days from the date of the receipt and after hearing the writ petitioner, further order shall be passed within a further period of two months.

(d) The status of the writ petition which is post passing of the order dated 04.11.2025 shall be maintained and the renewal/engagement and payment of honorarium of the writ petitioner shall be subject to the further orders to be passed by the competent authority.

16. With the aforesaid observations, the writ petition stands **disposed of**.

January 29, 2026

N.S.Rathour

(Vikas Budhwar,J.)