



2026:AHC:34253

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - A No. - 8908 of 2024

Vivek Kumar Bharti

.....Petitioner(s)

Versus

State Of Up And 6 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Arvind Kumar Singh, Ramesh Rai
Counsel for Respondent(s)	:	C.S.C.

Court No. - 33

HON'BLE VIKAS BUDHWAR, J.

1. Heard Sri Arvind Kumar Singh, learned counsel for the writ petitioner and Sri S.K. Pal, learned Additional Chief Standing Counsel for the State.
2. Since the counter and rejoinder affidavits have been exchanged between the parties and the rival parties do not propose to file any further affidavit, the writ petition is being decided at the admission stage.
3. The case of the writ petitioner is that he engaged on the post of Computer Operator, he was accorded joining on 19.11.2022 and his term was renewed from time to time, however, without any basis he has been retrained from performing the duties.
4. Questioning the action of the respondents in restraining the writ petitioner from performing the duties without there being any orders passed therein, the present writ petition has been preferred.
5. This Court entertained the writ petition on 31.05.2024 and sought response from the respondents.
6. A counter affidavit has been filed on behalf of respondents no. 3, 4 and 5 dated 29.07.2022 sworn by the Naib Tehsildar, Tehsil Phoolpur, Azamgarh.
7. Learned counsel for the writ petitioner has sought to argue that the action of the respondents in not permitting the writ petitioner to perform the duties cannot be sustained even for a single moment. Elaborating the

said submission, it is contended that the appointing authority of the writ petitioner is the State Government and further though the appointment letter has been issued by the respondent no. 6 being a service provider but the same would not in any manner whatsoever dilute or extinguish the relationship of master and servant between the State Government and the writ petitioner. Further submission is that the proprietary demanded then at least an order ought to have been passed dispensing with the services that too engaging the writ petitioner and the writ petitioner ought to have been heard and his say was to be considered in every eventuality.

8. Sri S.K. Pal, learned Additional CSC submits that whatever might be the appointing authority of the writ petitioner is the service provider, respondent no. 6 and moreso there is no direct relationship between employer and employee and further he has sought to invite the attention of the Court towards para 5 and also averments contained in para 6 so as to contend that first of all the appointment of the writ petitioner had been made by M/s Falgun Giri Security Services, NOIDA being his service provider on 02.11.2024/15.03.2024 and also the fact that a first information report stood lodged against the writ petitioner while he was working on the post of Takniki Jan Shakti for making manipulative pleadings in the record.

9. I have heard the submission so made across the bar and perused the record.

10. Apparently, the writ petitioner claims himself to be a Computer Operator. On a pointed query being raised to the learned counsel for the writ petitioner as to what is the nature of appointment, the answer to the same as replied by the writ petitioner is that the appointment though is on contract basis but has been made by the State Government through service provider.

11. A bare look of the documents available on record would reveal that the writ petitioner has been engaged on contract basis by the service provider and a document at page 31 of the paper book dated 05.11.2022 shows a communication of the Additional District Magistrate (F&R)

addressed to one M/s A. M. & Sons showing the name of the writ petitioner. Importantly, there is no appointment order appointing the writ petitioner by the State Government and further the writ petitioner's appointment is contractual and there is nothing on record to substantiate that the same is substantive in nature. Since there is nothing on record that the appointment of the writ petitioner is not in substantive nature, thus, the service rules which are applicable to regular Government Servant are not applicable.

12. In view of the above, this Court does not find it appropriate to issue any positive direction for engagement particularly when the engagement is contractual in nature, however, regarding disengagement without putting to notice, the remedy available to the writ petitioner is elsewhere.

13. Accordingly, interference is declined, the writ petition stands **disposed of** leaving it open for the writ petitioner to avail legal remedies as available under law.

(Vikas Budhwar,J.)

February 16, 2026

Rajesh