



2026:AHC-LKO:21250

**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

WRIT - A No. - 12512 of 2024

Ramakant Rajpoot @ Ramakant

.....Petitioner(s)

Versus

State Of U.P. Thru. Prin. Secy. Transport Deptt.
Lko And 4 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Pashupati Nath Dwivedi
Counsel for Respondent(s)	:	C.S.C., Ratnesh Chandra

Court No. - 21

HON'BLE MANJIVE SHUKLA, J.

1. Heard Shri Pashupati Nath Dwivedi, learned counsel for the petitioner and learned Standing Counsel appearing for Respondent No.1.
2. Though the name of Shri Ratnesh Chandra has been shown in the cause list as counsel for Respondent Nos.2 and 3 but he is not present.
3. The captioned writ petition has been filed by the petitioner challenging therein the order dated 12.04.2023 passed by the Assistant Regional Manager, U.P.S.R.T.C., Rath Depot, Chitrakoot Dham Region, Banda whereby the petitioner's contractual engagement has been terminated.
4. Learned counsel appearing for the petitioner has argued that from a bare perusal of the order impugned in this writ petition, it is crystal clear that the same is punitive but before passing the said order, the petitioner has not been afforded any opportunity of hearing. Learned counsel for the petitioner has invited the attention of this Court towards the order dated 06.12.2021 passed by this Court in Writ Petition No.28465 (S/S) 2021, wherein, in identical circumstances, the termination of contractual engagement of a Conductor of the U.P.S.R.T.C. had been interfered by this Court.
5. It has been vehemently argued that once the order impugned in

this writ petition, on its face, is punitive and it is apparent from the said order that no opportunity of hearing has been granted to the petitioner prior to passing of the said order, the petitioner is also entitled that his case may be dealt with in the same manner as this Court had passed the order on 06.12.2021 in Writ Petition No.28465 (S/S) of 2021.

6. No one is present on behalf of Respondent Nos.2 and 3 and further till date counter affidavit has not been filed on their behalf.

7. I have considered the arguments advanced by learned counsel appearing for the petitioner and I find that the petitioner, who was working as a Conductor on contractual basis, his engagement has been terminated vide impugned order dated 12.04.2023.

8. From a bare perusal of the impugned order dated 12.04.2023, it is crystal clear that the same has been passed as a major punishment. It is also apparent from perusal of the impugned order dated 12.04.2023 that no opportunity of hearing, whatsoever, has been afforded to the petitioner prior to terminating his contractual engagement. I further find that this Court in identical circumstances had passed the order on 06.12.2021 in Writ Petition No.28465 (S/S) of 2021 which is quoted as under:-

"Heard learned counsel for petitioner and Mr. Ratnesh Chandra, learned counsel appearing on behalf of opposite parties.

Petition has been filed against the order dated 11.08.2020 whereby contractual services of petitioner on the post of conductor have been dispensed with with a finding that he is guilty of embezzlement of fund.

Learned counsel for petitioner submits that the impugned order has been passed on stigmatic ground without affording any opportunity of hearing to petitioner. It is submitted that as per the circular dated 10.07.2012 issued by Managing Director of the Corporation, it has been specifically directed that opportunity of hearing is a must in case services even of contractual employees are dispensed with on stigmatic ground.

He has also drawn attention to judgment and order dated 29.07.2021 passed in Writ Petition No.15956 (S/S) of 2021, (Ajeet

Kumar v. State of U.P. and others) with the submission that in similar circumstances, the petition was allowed granting liberty to opposite parties to pass fresh orders.

Learned counsel appearing on behalf of opposite parties has raised the objection that impugned order is being challenged after more than one year without any satisfactory explanation. It has also been submitted that as per the agreement dated 13.06.2019 between petitioner and opposite parties, the petitioner himself has indicated that his licence as conductor is only uptill 19.09.2021, which period having expired, petitioner even otherwise is not entitled to reinstatement. Plea of availability of arbitration proceedings between the parties in terms of Clause 21 of the agreement had also been submitted.

Considering the aforesaid submissions and material available on record, it is apparent that impugned order has been passed dispensing with services of petitioner only on the stigmatic ground of petitioner being involved in corruption /embezzlement. The order does not indicate any opportunity of hearing having been provided to petitioner prior to dispensing of services on such stigmatic ground. In similar circumstances, this Court in Writ Petition of Ajeet Kumar (supra) has quashed the order dispensing with services of petitioner therein in similar circumstances.

In view of the fact that evidently petitioner has not been provided any opportunity of hearing prior to passing of stigmatic order finding petitioner guilty of charges of corruption / embezzlement, the order impugned is clearly against the principles of natural justice apart from the directions of Managing Director dated 10.07.2012. In such circumstances, the provision of availability of arbitration between the parties cannot be an absolute bar to maintainability of petition as indicated by Hon'ble the Supreme Court in the case of Whirlpool Corporation v. Registrar of Trade Marks, Mumbai & others, reported in (1998)8 SCC 1.

Considering the aforesaid facts, a writ in the nature of certiorari is issued quashing the impugned order dated 11.08.2020 granting liberty to opposite parties to pass fresh orders but only after affording an opportunity of hearing to petitioner and adhering strictly to the principles of natural justice. The opposite parties may also take into account the fact whether petitioner's licence as conductor has been extended after 19.09.2021.

In view of aforesaid, petitioner is to be reinstated in service forthwith alongwith arrears of salary which shall be paid within a period of six weeks/ honorarium with effect from 11.08.2021.

Petition, as such, is allowed at the admission stage itself. "

9. I am of the view that, in case of contractual appointment, if appointee is being disengaged as a major punishment, that too by a stigmatic order, then enquiry must be held and opportunity of hearing must be provided to the said employee. It is apparent from the record of this writ petition that prior to termination of petitioner's contractual engagement, no opportunity of hearing has been provided to him, therefore, the impugned order cannot be allowed to sustain.

10. Accordingly, the writ petition is **allowed**. The impugned order dated 12.04.2023 passed by the Assistant Regional Manager, U.P.S.R.T.C. ,Rath Depot, Chitrakoot Dham Region, Banda is hereby quashed.

11. The respondents are directed to allow the petitioner to continue with his engagement as a Conductor and he shall also be paid due remuneration. However, it shall remain open to the respondents to pass a fresh order in accordance with law.

March 24, 2026
akhilesh/-

(Manjive Shukla,J.)