



2026:AHC:90756

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - A No. - 5851 of 2026

Col Vibhai Mansingh

.....Petitioner(s)

Versus

Union Of India And 4 Others

.....Respondent(s)

Counsel for Petitioner(s)	:	Chandrakant,
Counsel for Respondent(s)	:	A.S.G.I., Tanisha Jahangir Monir

Court No. - 6

HON'BLE PRAKASH PADIA, J.

1. Heard learned counsel for the petitioner and Ms. Tanisha Jahangir Monir, learned counsel for the respondents.

2. The order dated 25.03.2026 passed by the respondent no.2-Ex-Servicemen Contributory Health Scheme (ECHS), Station Cell (ECHS), New Cantt. Allahabad by which contractual appointment of the petitioner was came to an end is under challenge in the present writ petition.

3. The letter of appointment issued to the petitioner dated 23.08.2025 is part of the writ petition and appended as annexure-6 to the writ petition. In the aforesaid letter of appointment it is clearly stated that petitioner was appointed as Officer-in-Charge, ECHS Polyclinic, Fatehpur as contractual employee w.e.f. 23.08.2025 till 31.03.2026. The aforesaid letter of appointment was duly accepted by the petitioner without any protest. When the aforesaid period was going to an end letter in question namely 25.03.2026 was written by the respondent no.2 to the petitioner. Aggrieved against the aforesaid petitioner has preferred present writ petition.

4. It is argued by counsel for the petitioner that under Para-2 (d) under the heading "Terms and Conditions for Contractual Employment" in G.O./letter dated 22.9.2003 it has been specially provided that the employment of the staff will be entirely contractual in nature and will be **normally** for a period of two years at the maximum, subject to review of their conduct and performance after 11 months. Apart from the same,

counsel for the petitioner also placed reliance upon the order/letter dated 22.12.2017 issued by the Central Organization ECHS.

5. In this view of the matter, it is argued that the order dated 25.03.2026 was passed in arbitrary and illegal manner as the terms of the post of all the employees including the petitioner was upto 23.07.2026. Nothing has been brought on record nor any arguments has been raised that under what circumstances petitioner is entitled to work even after the period of contract has come to end.

6. On the other hand it is argued by Ms. Tanisha Jahangir Monir, learned counsel for the respondents that once petitioner accepted the offer of contractual engagement with his open eyes now he cannot turn by terms and conditions of letter of appointment. It is further argued that benefit of the circulars on the basis of which reliance has been made by the petitioner is available to the petitioner.

7. Heard learned counsel for the parties and perused the records.

8. It is stated in the appointment letter dated 23.08.2025 issued by the respondents that the petitioner has re-appointed as Officer-In-Charge by contractual employment w.e.f. 23.08.2025 till 31.05.2026 the letter of appointment reads as follows :-

"1. You have been appointed as Officer -In- Charge, ECHS Polyclinic, Fatehpur as a contractual employee with effect from 23 Aug 2025 to 31 Mar 2026. You will be on probation for three months after joining ECHS Polyclinic, Fatehpur. Your appointment as Officer -In- Charge will stand cancelled in case you do not report to OIC Stn Cell (ECHS), Prayagraj by 30 Aug 2025.

2. Your appointment will be effective from your date of joining the duties at ECHS Polyclinic, Fatehpur on 23 Aug 2025 or before 30 Aug 2025.

3. Your pay (all inclusive) will be as per contractual rates. Terms and conditions will be governed as mentioned in Memorandum of Agreement to be submitted by you by 20 Sep 2025.

4. In addition, selected candidates will undergo mandatory 10 days handing/taking

over and On Job Training (OJT) without pay prior to assuming charge as a contractual employee"

9. When the aforesaid period was going to an end, a letter dated 25.03.2026 was issued by the opposite parties to the petitioner stating therein that contractual period of the petitioner will expire on 31.03.2026. The order dated 25.03.2026 reads as follows :-

"1. Contract period with ECHS PC, Prayagraj, ECHS PC Fatehpur, ECHS PC, Pratapgarh and ECHS PC Banda will expire on 31 Mar 2026 as per Appx 'A' to 'D' att.

2. Pl settle your dues, if any, with OIC ECHS, Stn Cell(ECHS) Prayagraj and Dir ECHS latest by 30 Mar 2026."

10. From perusal of the aforesaid it is clear that after terms and conditions contained in the appointment letter came to an end the information in this regard was provided by the respondents to the petitioner vide letter dated 25.03.2026.

11. In this view of the matter, the Court is of the opinion that the relief sought for could not be granted hence petitioner is liable to be dismissed and is hereby dismissed. However, this order will not restrain the petitioner to approach the authorities for further employment on contractual basis, if so advised.

(Prakash Padia,J.)

April 23, 2026

Pramod Tripathi