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APHC010096382023



**IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI
(Special Original Jurisdiction)**

THURSDAY, THE 03rd DAY OF SEPTEMBER 2026

PRESENT

THE HONOURABLE SRI JUSTICE BALAJI MEDAMALLI

WRIT PETITION NO: 4844 OF 2023

Between:

1. M SANKARAI AH, S/o.Laxmaiah, Aged about 50 years, Occ Filed Assistant, R/o.
K.S. Agraharam, Chitvel Mandal, Annamayya District

...Petitioner

AND

1. THE STATE OF ANDHRA PRADESH, Represented by its Principal Secretary,
Panchayat Raj and Rural Development, Secretariat, Velagapudi, Amaravati, Guntur
District.

2. The Commissioner, Panchayat Raj and Rural Development, Tadepalli, Guntur
District.

3. The District Collector/DPC, MGNREGS, Annamayya District.

4. The Project Director/Joint Secretary, SRDS, District Water Management Agency,
Annamayya District.

5. The Assistant Project Director, Kodur, Annamayya District.

...Respondents

Petition under Article 226 of the Constitution of India praying that in the
circumstances stated in the affidavit filed therewith, the High Court may be pleased
to issue an order or direction more particularly one in the nature of the Writ of
Mandamus, declaring the action of the 4th respondent without issuing any notice of
termination orally on the ground that the petitioner did not provide sufficient man

days by proceedings R.C.No.2476/DWMA/Court Cases/2022, dated 28.11.2022 as arbitrary, illegal, contrary to Rules and violation of the Article 14 of the Constitution of India and consequently by setting aside the proceedings R.C.No.2476/DWMA/Court Cases/2022, dated 28.11.2022 of the 4th respondent and direct the Respondents particularly 4th Respondent to reinstate the petitioner as Field Assistant, by reactivating the FTE Code.CRD/16717, K.S. Agraharam, Chitvel Mandal, Annamayya District and pay the salary and other emoluments due to the petitioner from August, 2021 onwards and pass

IA NO: 1 OF 2023

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to direct the 4th Respondent to continue the petitioner as Field Assistant of K.S.Agraharam, Chitvel Mandal, Annamayya District, pending disposal of the writ petition and pass

IA NO: 2 OF 2023

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to direct the 4th Respondent stay of new appointment of Field Assistant for K.S.Agraharam, Chitvel Mandal, Annamayya District in place of the petitioner, pending disposal of the writ petition and pass

IA NO: 1 OF 2026

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to grant leave to the petitioner to file Counter in W.P.No.4844 of 2023 and pass

Counsel for the Petitioner: K VENUGOPAL REDDY

Counsel for the Respondents: SPL C FOR NREGS (M.S.R.CHANDRA MURTHY)

Counsel for the Respondents: GP FOR SERVICES IV

The Court made the following order:

THE HONOURABLE SRI JUSTICE BALAJI MEDAMALLI**WRIT PETITION NO: 4844 OF 2023****ORDER:**

1. This Writ Petition is filed for the following relief:

“.....to issue an order or direction more particularly one in the nature of the Writ of Mandamus, declaring the action of the 4th respondent without issuing any notice of termination orally on the ground that the petitioner did not provide sufficient man days by proceedings R.C.No.2476/DWMA/Court Cases/2022, dated 28.11.2022 as arbitrary, illegal, contrary to Rules and violation of the Article 14 of the Constitution of India and consequently by setting aside the proceedings R.C.No.2476/DWMA/Court Cases/2022, dated 28.11.2022 of the 4th respondent and direct the Respondents particularly 4th Respondent to reinstate the petitioner as Field Assistant, by reactivating the FTE Code.CRD/16717, K.S. Agraharam, Chitvel Mandal, Annamayya District and pay the salary and other emoluments due to the petitioner from August, 2021 onwards ...”

2. The facts of the case, as narrated by the petitioner in the writ petition, are briefly set out hereunder:

Petitioner was appointed as a Field Assistant on 31.03.2006 and continued in the said position at K.S. Agraharam Gram Panchayat, Chitvel Mandal, with Employee ID No.CRD/16717. His salary was stopped from August, 2021 without notice or opportunity of hearing. Pursuant to the directions of this Court in W.P.No.22696 of 2022, the respondents passed the impugned proceedings dated 28.11.2022, citing failure to achieve the

prescribed person-days. During 01.07.2020 to 30.06.2021, petitioner could generate only 5,488 person-days against the prescribed 7,500, owing to the COVID-19 pandemic, lockdown, the small size of the Gram Panchayat and the nature of crops cultivated therein. Petitioner relies upon the recommendations of the Mandal Parishad Development Officer and the Member Secretary, Rural Development, which were not considered. There were no adverse remarks against him in any social audit and that he subsequently achieved more than 7,500 person-days. The impugned proceedings, issued without notice or opportunity of hearing and without considering the aforesaid circumstances and recommendations, are arbitrary, contrary to the Field Assistant Human Resource Policy (FAHRP), and unsustainable in law.

3. Learned Special Counsel appearing for MGNREGS, on behalf of the respondents, filed a counter affidavit contended that petitioner was appointed as a Field Assistant on contract basis in 2006 and that his engagement was subject to annual renewal based on the prescribed performance parameters. Under Rule 13(C) of the FAHRP, an appeal lies to the District Collector against the impugned proceedings and, therefore, the writ petition is liable to be dismissed on the ground of availability of an alternative remedy. It was further contended that, under the proceedings dated 28.07.2021, a Gram Panchayat generating more than 7,500 person-days falls under List-I, whereas one generating more than 2,500 but not exceeding 7,500 person-days falls under List-II, where no Field Assistant post is available. During

01.07.2020 to 30.06.2021, the petitioner generated only 5,488 person-days and, consequently, K.S. Agraharam Gram Panchayat was downgraded to List-II and his contract was not renewed beyond 30.06.2021. Petitioner was offered an opportunity to work as a Mate for the prescribed period so as to become eligible for engagement as a Senior Mate, but he declined the same. It was therefore contended that he had no entitlement either to renewal as a Field Assistant or to engagement as a Senior Mate. The impugned proceedings dated 28.11.2022 were passed pursuant to the order of this Court in W.P. No.22696 of 2022, after consideration of the petitioner's representation and the relevant records. Hence, the respondents contended that the impugned proceedings are in accordance with the FAHRP and the applicable circulars and that no interference under Article 226 of the Constitution of India is warranted.

4. Heard Sri K. Venu Gopal Reddy, learned counsel for the petitioner and Sri M.S.R. Chandra Murthy, learned Special Counsel for MGNREGS, appearing for the respondents.

5. Learned counsel for the petitioner submits that, aggrieved by his discontinuation, the petitioner submitted a representation to the authorities on 08.10.2021. As no orders were passed thereon, he approached this Court by filing W.P.No.22696 of 2022. This Court, by order dated 18.10.2022, disposed of the said writ petition directing the respondents to consider and dispose of the petitioner's representation in accordance with law within a period of six weeks. Pursuant thereto, the respondents passed the impugned order dated

28.11.2022, alleging that the petitioner had exhibited gross negligence in complying with the instructions issued vide Circular Memo dated 28.07.2021 and had violated Rules 12(A)(1) and (2) and 12(B)(1) and (2) of FAHRP by failing to discharge his legitimate duties. It was further alleged that the petitioner's conduct towards wage seekers was contrary to the spirit of the MGNREGS.

6. Learned counsel for the petitioner further submits that the petitioner was appointed as a Field Assistant on 31.03.2006 by the Selection Committee and, after undergoing training, was posted to K.S. Agraharam Gram Panchayat, Chitvel Mandal, bearing Employee ID No.CRD/16717, where he discharged his duties. However, respondent No.4 stopped payment of his salary from August, 2021 and discontinued his services without issuing any notice or affording him an opportunity of hearing. It is contended that the alleged shortfall in achieving the target of 7,500 person-days during the year 2021 was attributable to the first and second waves of the COVID-19 pandemic, the consequential lockdown restrictions and the high incidence of deaths in the village. Further, several villagers were unwilling to participate in trenching works. Consequently, the petitioner could achieve 5,488 person-days against the prescribed target of 7,500 person-days. It is submitted that, owing to the shortfall in the prescribed person-days, the status of the village, which was earlier a List-I Gram Panchayat, was downgraded to List-II.

7. Learned counsel for the petitioner further submits that the respondents rejected the petitioner's case on the ground of low performance without duly

considering the exceptional circumstances prevailing during the COVID-19 pandemic and the consequential lockdown restrictions. It is, therefore, contended that the impugned order is unsustainable inasmuch as the petitioner was discontinued without notice or opportunity of hearing and without proper consideration of the circumstances resulting in the alleged shortfall in performance.

8. Learned counsel for the petitioner further places reliance on the letter dated 17.08.2021 addressed by the Mandal Parishad Development Officer, wherein it was stated that certain landowners in the Gram Panchayat had not permitted trenching works and that, owing to the first and second waves of the COVID-19 pandemic, wage seekers had not come forward to undertake such works. Consequently, the petitioner could achieve only 5,488 person-days during the period from 01.07.2020 to 30.06.2021 in K.S. Agraharam Gram Panchayat. The Mandal Parishad Development Officer, taking note of the petitioner's 15 years of service and his sincere efforts in implementing developmental programmes, specifically recommended continuation of the FTE grant and other emoluments. Learned counsel submits that, though the said letter was available prior to the passing of the impugned order, the respondents failed to consider the same while disposing of the petitioner's representation. It is, therefore, contended that the impugned order suffers from non-consideration of relevant material.

9. Learned counsel for the petitioner submitted that the petitioner was neither afforded an opportunity of being heard nor called upon to submit any

explanation with regard to the alleged non-completion of the prescribed person-days. It was contended that, without issuing any notice or affording an opportunity to the petitioner to explain the alleged shortfall in person-days, the respondents abruptly stopped payment of his salary, thereby orally terminating his services. Learned counsel further submitted that, as per the renewal policy contained in the Field Assistant Human Resource Policy (FAHRP), renewal of the engagement cannot be refused unless there are adverse observations relating to the social activities of the concerned Field Assistant. In the present case, no adverse remarks or any other ground contemplated under the said policy for refusing renewal of the petitioner's engagement was ever communicated to him. Instead, the respondents merely stopped payment of salary without assigning any reasons or following the procedure prescribed under the policy.

10. Learned counsel for the petitioner also placed reliance on the judgment of this Court in W.P. No.14359 of 2021, wherein, placing reliance upon the judgment of the Hon'ble Supreme Court in ***Ram Lakhan and others V. Presiding Officer and others***¹, the learned Judge held that, though a regular enquiry in accordance with the applicable rules may not be necessary in such a case, the petitioner is nevertheless entitled to an opportunity of hearing before his services are brought to an end. Accordingly, the impugned order of termination was set aside and the respondents were directed to

¹ (2000) 10 SCC 201

conduct a fresh enquiry against the petitioner after affording him an opportunity of hearing and by following the due procedure prescribed by law.

11. Learned Special Counsel appearing for the respondents–MGNREGS submitted that, under the Field Assistant Human Resource Policy (FAHRP), a minimum performance policy has been prescribed, laying down certain performance parameters for the continuation of Field Assistants. Under the original policy, the minimum performance requirement was fixed at 15,000 person-days. However, the said requirement was subsequently relaxed vide Letter No.1090/SRDS(FAs/SMs)/2015, dated 28.07.2021. Pursuant to the aforesaid relaxation, a Gram Panchayat generating 7,501 person-days or more would be categorized as a high-performance Gram Panchayat (List-I), where the position of Field Assistant is permitted. Further, where a Gram Panchayat comprises more than five habitations, a second Field Assistant may also be positioned. On the other hand, a Gram Panchayat generating more than 2,500 but less than 7,500 person-days would be categorized as a low-performance Gram Panchayat (List-II), where the position of Senior Mate is permitted. Learned Special Counsel submitted that the concerned Gram Panchayat did not meet the prescribed requirement for continuation of a Field Assistant. Consequently, the petitioner could not be permitted to continue in the position of Field Assistant and, in terms of the applicable policy, was required to be accommodated as a Senior Mate. It was further submitted that the petitioner was offered an opportunity to work as a Senior Mate in the concerned Gram Panchayat; however, he declined to accept the said position.

Therefore, in view of the applicable policy and the petitioner's unwillingness to accept the alternative position offered to him, he could not be permitted to continue as a Field Assistant.

12. It is not in dispute that the petitioner has been working since 2006, and the respondents have also acknowledged his continued engagement. However, it is the petitioner's case that, owing to the COVID-19 pandemic and the circumstances prevailing during the relevant period, he could not meet the prescribed performance requirement. The Mandal Parishad Development Officer had also addressed a letter to the respondents requesting that the benefits due to the petitioner be paid. The petitioner has explained that his failure to meet the prescribed performance requirement was attributable to the circumstances prevailing during the COVID-19 pandemic.

13. Learned Special Counsel appearing for the respondents has drawn the attention of the Court to the Field Assistant Human Resource Policy (FAHRP) and submitted that, under Clause IV of the renewal policy, the contract of a Field Assistant is to be renewed only upon assessment of the achievement of the prescribed person-days performance, as detailed in paragraph 3 of the said policy. It is an admitted fact that the petitioner failed to fulfill the prescribed requirement relating to the generation of person-days and, therefore, was not entitled to renewal of his contract as a Field Assistant. Learned Special Counsel, however, submitted that, in terms of the proceedings of the Commissioner dated 28.07.2021, where a Gram Panchayat does not fulfill the prescribed person-days requirement, it may be

reclassified from List-I to the appropriate lower category. In such circumstances, instead of discontinuing the services of a Field Assistant, an opportunity may be afforded to him to work as a Senior Mate, particularly when he has been working as a Field Assistant for a considerable period. It was, however, observed that, although the impugned proceedings refer to an alleged offer made to the petitioner to work as a Senior Mate, the respondents have not placed any material on record to establish that such an offer was actually made to the petitioner. In the absence of any material evidencing such an offer, the contention of the respondents that the petitioner was offered alternative engagement as a Senior Mate remains unsubstantiated.

14. Learned Special Counsel for the respondents has also placed reliance on the judgment of the Hon'ble Supreme Court in ***U.P. State Textile Corpn. Ltd., V. Suresh Kumar***², wherein it held that where the appointment itself was for a fixed period of three years and came to an end upon the expiry of the said period, no relief could be granted to the respondent beyond the period for which the appointment was made.

15. Placing reliance on the aforesaid judgment, learned Special Counsel submitted that no relief beyond the contractual period can be granted to the petitioner, as the period of his contract had already expired.

16. Learned Special Counsel for the respondents further placed reliance on the judgment of the division bench of this Court in W.P.No.20651/2024, and

² (2011) 15 SCC 180

submitted that the petitioner's contractual engagement had already expired and that no further extension had been granted. In such circumstances, setting aside the order of termination would not arise, as the petitioner would not derive any benefit therefrom. Paragraph No.8 of the aforesaid judgment is extracted hereunder:

8. Even if the contention of the petitioner is to be accepted, the fact remains that the contract of the services of the petitioner, had expired on 18.08.2023 and no further extension had been given. In such circumstances, setting aside the order of termination does not, in any manner, assist the petitioner in the present case.

17. Learned Special Counsel appearing for the respondents also placed reliance on the judgment of the Division Bench of this Court in W.A.No.780 of 2011 and batch, wherein it was held as follows:

8. The nature of appointment of the party-respondents is contractual in nature for a fixed period reserving liberty to the selection committee to extend the period subject to appraisal of performance of the candidates. When once the nature of appointment is contractual in nature, the respondents cannot seek for enforcement of contractual obligations to continue them in services as Ombudsmen beyond one year. Principles of natural justice cannot be read into in matters of contractual obligations. Further, the party-respondents cannot approbate and reprobate as they did not raise any objection at the time of appointment fixing the period of tenure to one year, though the term of office as stated in G.O.Ms.No.291, dated 10.08.2010 is at variance with what is stated in the instructions on Ombudsman in Clause 2.2.5 issued by the Joint Secretary (NREGA), vide order dated 07.09.2009. The party-respondents could not demonstrate any violation of any indefeasible right, except pleading equity. Extension of period of appointment by the selection committee depends upon various aspects and it is within their realm and it is not for this Court to decide the suitability and continuity of the candidates in the office for another year when the selection committee after appraisal choose not to extend the period. We are of the considered view that the party-respondents are not

entitled for the relief sought by them. If so advised the party-respondents can seek for damages under common law remedy and not extension by one more year as a matter of right. In the circumstances, the impugned orders passed by the learned single judge in the above noted WPs are set aside and the writ appeals are accordingly allowed. No order as to costs.

18. A perusal of the aforesaid judgment indicates that, in the event of termination of a contractual engagement, the aggrieved person may avail such remedies as are available in law, including a claim for damages, but cannot seek extension or continuation of the contractual period merely on the ground that the termination is found to be illegal.

19. Learned Special Counsel for the respondents placed reliance on the order passed in W.P.No.27468 of 2015 and batch, there similar issue fell for consideration, this Court by common order dated 31.12.2015 held that in the absence of any stigmatic allegation against the petitioner, non-renewal of a contractual engagement could not be held to be illegal and, further held that the contractual employee has no vested right to continue in employment after the expiry of the period of contract.

20. Placing reliance on the above, learned Special Counsel submitted that the petitioner's contract was not renewed as he failed to comply with the prescribed criteria and that the contractual period had already expired. Therefore, the petitioner could not claim either re-engagement or renewal of the contract as a matter of right. Accordingly, it is submitted that the writ petition is liable to be dismissed.

21. Considering the submissions advanced by the learned counsel appearing for both sides, it is an admitted fact that the petitioner could not achieve the prescribed performance requirement during the relevant period. For the year 2020–2021, against the prescribed requirement of 7,500 person-days or more, the petitioner could generate only 5,488 person-days. Consequently, in terms of the circular issued by the Commissioner, the concerned Gram Panchayat was downgraded from List-I to List-II, as the person-days generated therein were more than 2,500 but less than 7,500. As a consequence of such reclassification, there was no sanctioned position of Field Assistant in the said Gram Panchayat, and the petitioner could not, therefore, continue as a Field Assistant. However, the policy contemplated the availability of a Senior Mate position in respect of such downgraded Gram Panchayats.

22. It is further evident from the impugned proceedings that, although reference has been made to an alleged offer to the petitioner to continue as a Senior Mate and to his alleged refusal to accept the same, no notice, communication, or other material has been placed on record to establish that such an offer was, in fact, made to the petitioner or that he had refused to accept the same. In the absence of any material substantiating the alleged offer and refusal, the said contention of the respondents cannot be accepted.

23. It is also relevant to note that the petitioner had been working as a Field Assistant for more than 15 years. The petitioner's inability to achieve the prescribed performance requirement during the relevant period was attributed

to the circumstances prevailing during the COVID-19 pandemic, including the first and second waves. The Mandal Parishad Development Officer had, even prior to the initiation of the proceedings against the petitioner, specifically brought the petitioner's circumstances to the notice of the competent authorities.

24. In view of the foregoing factual background, and having regard to the fact that the petitioner's engagement was discontinued without issuing any notice, without affording him an opportunity of being heard, and without offering him the alternative engagement as Senior Mate, which was contemplated under the applicable policy upon downgrading of the Gram Panchayat from List-I to List-II on account of non-fulfilment of the prescribed person-days requirement, the impugned order is liable to be set aside.

25. Accordingly, the writ petition is **allowed**, and the proceedings in R.C.No.2476/DWMA/Court Cases/2022, dated 28.11.2022, insofar as it relate to the petitioner, are hereby set aside. The respondent authorities are directed to consider the case of the petitioner in accordance with the applicable policy and afford him an opportunity to work as a Senior Mate in the concerned Gram Panchayat, within a period of two (02) months from the date of receipt of a copy of this order. If the petitioner subsequently fulfils the prescribed person-days requirement in accordance with the applicable policy and the proceedings issued by the Commissioner dated 28.11.2022, his case shall also be considered for engagement as a Field Assistant, subject to the

availability of the post and fulfillment of all other applicable conditions. There shall be no order as to costs.

Interim orders, if any, granted earlier shall stand vacated, and all pending miscellaneous petitions, if any, shall stand closed.

JUSTICE BALAJI MEDAMALLI

Date: 03.09.2026
SAK

Whether the order is:

Speaking	☒	Reasoned	☒
Reportable	☐	Non-reportable	☐

THE HONOURABLE SRI JUSTICE BALAJI MEDAMALLI

WRIT PETITION NO: 4844 OF 2023

Date: 03.09.2026

SAK