



CGHC010347702026



2026:CGHC:40759

NAFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****WPS No. 6838 of 2026**

Jaydeep Rathore, S/o Late Bhuwadeshwar Rathore, Aged About 22 Years R/o Village Sarkhon, Purena Para Ward No 12, P.S. Janjgir, District Janjgir -Champa (C.G.)

... Petitioner(s)**versus**

1 - State Of Chhattisgarh Through Secretary, Department Of Revenue And Disaster Management Mahanadi Bhawan, Nava Raipur, Atal Nagar, District - Raipur, Chhattisgarh.

2 - Chhattisgarh State Power Generation Company Limited , Through Managing Director, Vidyut Seva Bhawan, Dangannia, Raipur, Chhattisgarh.

3 - Executive Director, Human Resource, Chhattisgarh State Power Generation Company Limited , Shed No. 03, C S Power Companies Campus Dangannia, Raipur, Chhattisgarh.

4 - Chief Engineer, Atal Bihari Vajpayee Thermal Power Station (Marwa- Tendubhata) Post Vidyut Nagar, Lachhanpur, Villagemarwa

-Tendubhatha, District -Jangir -Champa, Chhattisgarh.

5 - Collector, District Janjgir -Champa, Chhattisgarh

6 - Sub -Divisional Officer, Land Acquisition Officer, Janjgir, District Janjgir -Champa, Chhattisgarh

... Respondent(s)

(Cause title taken from CIS)

For Petitioner(s)	: Shri Vaibhav P. Shukla, Advocate
For Respondent(s)	: Shri S.S. Baghel, Govt. Advocate
For Respondent no. 2 to 4.	: Shri Mayank Chandrakar, Advocate

(HON'BLE SHRI JUSTICE BIBHU DATTA GURU)

Order on Board

18/09/2026

1. Learned counsel for the petitioner submits that the petitioners' agricultural land situated at Village Tendubhatha, Tehsil Janjgir, District Janjgir-Champa, was acquired for the construction of the Railway Line/Ash Pipe Line under the Madwa Tendubhatha Thermal Power Project. He submits that, pursuant to the land acquisition, the petitioners were offered employment vide order dated 19.05.2026, but only on a contractual basis on the post of Junior Attendant for an initial period of three years, on the ground that all sanctioned posts earmarked for employment of land oustees had already been

filled.

2. Learned counsel further submits that similarly situated persons whose lands were acquired for the very same project were granted regular appointment on the post of Plant Attendant Grade-II vide appointment order dated 22.12.2018. He submits that there is no justification for extending a different treatment to the petitioners, who are similarly affected by the acquisition. Such denial of regular appointment, while granting regular employment to other land oustees of the same project, is arbitrary, discriminatory and contrary to the principles of fairness and legitimate expectation. He, therefore, prays that the respondents be directed to grant the petitioners regular appointment on the post of Plant Attendant Grade-II instead of contractual appointment.
3. Learned counsel for the respondents No. 2 to 4 opposes the submissions made on behalf of the petitioner and submits that the petitioners have already been provided employment as a land oustee in accordance with the applicable policy, vide appointment order dated 19.05.2026, on contractual basis to the post of Junior Attendant for an initial period of three

years. He submits that all sanctioned and approved posts earmarked for providing regular employment to land oustees of the project had already been filled up and, therefore, the petitioners could not be granted appointment against a regular post.

4. He further submits that the appointment granted to certain persons vide order dated 22.12.2018 was made at the relevant point of time against the posts then available and the petitioners cannot claim regular appointment as a matter of right merely on the basis of such earlier appointments. It is submitted that the petitioners have no vested right to seek appointment against a regular post in the absence of an available sanctioned post. Therefore, the respondents have not acted arbitrarily or discriminatorily in offering contractual employment to the petitioners, and both the petitions are liable to be dismissed.
5. I have heard learned counsel for the parties and perused the documents.
6. Relevant part of clause 7 of the Model Rehabilitation Policy 2007 of the State of Chhattisgarh is quoted below for ready reference:-

7. रोजगार तथा अन्य सुविधाएं-

7.1 रोजगार की पात्रता ऐसे विस्थापित परिवार को होगी जो भू-अर्जन अधिनियम की धारा 4 (1) की अधिसूचना के प्रकाशन की तारीख के तीन वर्ष पूर्व से स्वतंत्र रूप से या संयुक्त परिवार के रूप में अधिगृहित भूमि के भूमि स्वामी या पट्टेदार रहे हों। वाणिज्यिक परियोजनाओं के लिए भू-अर्जन से प्रभावित ऐसे विस्थापित परिवारों जिनकी 75 प्रतिशत से अधिक गूमि अर्जित हो, के एक सदस्य को तथा औद्योगिक / खनन परियोजनाओं के लिये भू-अर्जन से प्रभावित प्रत्येक विस्थापित परिवार के एक सदस्य को उनकी अर्हता तथा उपयुक्तता के अनुसार परियोजना का क्रियान्वयन करने वाली एजेंसी/संस्थान द्वारा रोजगार की व्यवस्था की जाएगी।

(अ) परियोजना के कार्यों में रोजगार देते समय परियोजना विस्थापित परिवारों को प्राथमिकता दी जाएगी।

(ब) परियोजना में पात्र शिक्षित नवयुवकों को बेहतर रोजगार देने के लिए उनकी, शैक्षणिक योग्यता के अनुसार प्रशिक्षण की व्यवस्था की जाएगी।

(स) शासकीय विभाग / सार्वजनिक उपक्रम की परियोजना के लिए भू-अर्जन से विस्थापित ऐसे व्यक्तियों जिन्हें रोजगार की पात्रता हो, को श्रेणी के पदों पर नियुक्ति हेतु आयु सीमा में 2 वर्ष की छूट दी जाएगी।

(द) परियोजना से विस्थापित परिवारों को लाभजनक कार्य उपलब्ध

कराने के लिये आवश्यक प्रशिक्षण देने के लिए विशेष व्यवस्था की जाएगी।

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7. From a plain reading of Clause 7.1 of the Model Rehabilitation Policy, 2007, it is evident that the policy provides for arranging 'employment' to one member of each eligible displaced family, subject to his qualification and suitability. The said provision gives priority to Project Affected Persons (PAPs) and also contemplates training and relaxation in age, wherever applicable. However, the policy does not stipulate that the employment so provided to a land oustee must necessarily be on a regular or permanent post. Thus, the expression "employment" used in the policy cannot, in the absence of any specific stipulation, be construed to mean only regular/permanent employment.
8. In this regard, reference may also be made to the meaning of the expression "employment" as contained in *Black's Law Dictionary*, wherein "employment" has been defined as the "act of employing or state of being employed" and also as "Work for which one has been hired and is being paid by an employer." The definition, therefore, does not, by itself, import

any requirement that the employment must be permanent.

9. In the present case, admittedly, the petitioners have been offered employment as the land oustee vide order dated 19.05.2026 on the post of Junior Attendant on contractual basis for an initial period of three years, with the stipulation regarding renewal. The respondents have explained that the sanctioned and approved posts earmarked for providing regular employment to the land oustees of the project had already been filled up.
10. It is pertinent to mention here that in the order of appointment of the petitioners at clause 1 it has been categorically mentioned that despite filling all the vacant posts under the quota of land oustees, considering the request made by the Collector, District Janjgir-Champa and Korba the cases of the remaining land oustees were considered sympathetically by the Board of Directors of the Generation Company and decided to grant appointment on contractual basis. For ready reference clause 1 of the contractual appointment of the petitioners is quoted below :

“1. जनरेशन कंपनी द्वारा विभिन्न परियोजनाओं / संयंत्र के निर्माण हेतु अर्जित भूमि के विस्थापित परिवारों को राज्य शासन की आंदर्श

पुनर्वास नीति 2007 (यथा संशोधित), राज्य शासन द्वारा अनुमोदित पुनरीक्षित पुनर्वास योजना 2015 एवं जनरेशन कंपनी के संचालक मंडल द्वारा समय-समय पर लिए गए निर्णयों के परिपालन में संबंधित संयंत्र / परियोजना हेतु भूविस्थापितों के लिए जनरेशन कंपनी द्वारा निर्धारित एवं राज्य शासन द्वारा अनुमोदित निर्धारित समस्त पदों पर रोजगार दिए जाने के फलस्वरूप भूविस्थापितों के लिए निर्धारित पद उपलब्ध नहीं होने के कारण कलेक्टर, जिला: जांजगीर-चांपा एवं कोरबा के अनुरोध पर भूविस्थापितों के आवेदनों पर सहानुभूतिपूर्वक विचार करते हुए जनरेशन कंपनी के संचालक मंडल द्वारा लिए गए संकल्प के परिपालन में भूविस्थापितों को यह संविदा नियुक्ति दी जा रही है।"

11. Merely because certain other land oustees were granted appointment on regular posts vide order dated 22.12.2018, the petitioners cannot claim regular appointment as an indefeasible right. The appointments made in the year 2018 have to be considered in the factual and administrative circumstances prevailing at that point of time, particularly with regard to the availability of sanctioned posts. The petitioners cannot claim parity in perpetuity merely on the basis of such earlier appointments, particularly when the respondents have specifically stated that the posts earmarked

for regular employment had already been exhausted.

12. It is also significant that Clause 7.1 of the Model Rehabilitation Policy, 2007 uses the expression "रोजगार की व्यवस्था की जाएगी" and does not use the expressions "regular employment", "permanent employment" or "appointment against a regular sanctioned post". Therefore, this Court cannot read into the policy a condition which is not contained therein. The contractual appointment offered to the petitioners, if otherwise in accordance with the applicable policy and the terms of the appointment order, cannot be held to be contrary to the Model Rehabilitation Policy merely because it is not a regular appointment.
13. In view of the aforesaid discussion, this Court finds that the petitioners have been provided the benefit of employment as the land oustee in terms of the applicable policy. No enforceable right to seek appointment on a regular/permanent post of Plant Attendant Grade-II has been established. Consequently, the challenge to the contractual nature of the appointment and the prayer for grant of regular appointment on the post of Plant Attendant Grade-II cannot be accepted.

14. Accordingly, both the writ petitions, being devoid of merit, are dismissed at the motion stage itself.

Sd/-
(BIBHU DATTA GURU)
JUDGE

Shoaib