



**HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR**

S.B. Civil Writ Petition No. 7728/2025

Leela Kumari D/o Shri Choona Ram W/o Shri Deepak Mehra,
Aged About 32 Years, R/o 210, Meghwalo Ka Bass, Bhagat Ki
Kothi, Jhalamand, Jodhpur (Raj.).

----Petitioner

Versus

1. State Of Rajasthan, Through The Principal Secretary,
Medical And Health Services Department, Government Of
Rajasthan, Secretariat, Jaipur.
2. The Project Director, National Health Mission, Rajasthan,
Tilak Marg, Swasthya Bhawan, Jaipur.
3. The Mission Director, National Health Mission, Rajasthan,
Tilak Marg, Swasthya Bhawan, Jaipur.
4. The Director (Ph), Medical And Health Services,
Rajasthan, Tilak Marg, Swasthya Bhawan, Jaipur.
5. The Director (Non-Gazetted), Medical And Health
Services, Rajasthan, Tilak Marg, Swasthya Bhawan,
Jaipur.

----Respondents

For Petitioner(s) : Mr. Vivek Firoda.
Mr. Jayram Saran.
Mr. Nikhil Bishnoi.
For Respondent(s) : Mr. Tanuj Jain for
Mr. Mukesh Dave, AGC.

HON'BLE MS. JUSTICE REKHA BORANA

Order

01/05/2025

1. The present writ petition has been filed aggrieved of communication dated 15.01.2025 (Annexure-11) and subsequent order dated 22.01.2025 (Annexure-12) whereby it has been directed that all the Community Health Officers who had submitted a bond of Rs.5 lakhs at the time of appointment and breached the same, would be relieved only after acting in accordance with the conditions of the said bond.



2. The case of the petitioner is that she has been appointed as 'Nursing Officer' in pursuance to the recruitment initiated vide advertisement dated 05.05.2023 (Annexure-7). Vide order dated 15.01.2025 (Annexure-11), the Authority concerned has been directed to recover the amount qua the bond as furnished by the petitioner when she was appointed as 'Community Health Officer' in the year 2021 on contractual basis.

3. Learned counsel for the petitioner submits that as per the condition of advertisement dated 31.08.2020 in pursuance to which the petitioner was appointed as a Community Health Officer, she was required to furnish a bond amounting to Rs.5 lakhs with the condition that if she resigns or quits the service prior to a period of five years from the date of completion of her training, she shall be under an obligation to deposit the said amount.

4. However, subsequently, the Rajasthan Contractual Hiring to Civil Posts Rules, 2022 (hereinafter referred to as 'the Rules of 2022') were introduced by the State Government and in accordance with the said Rules, the petitioner was afforded a fresh appointment vide order dated 27.03.2022 (Annexure-5).

5. Vide fresh appointment order dated 26.04.2023 (Annexure-6), she was afforded appointment on contractual basis for a period of five years i.e. upto 07.05.2028. Meaning thereby, the earlier appointment order stood rescinded and a fresh appointment order came into existence.

6. Counsel submits that Rules of 2022 did not prescribe for any bond as was prescribed under the advertisement dated 31.08.2020. The petitioner having been afforded a fresh appointment in terms of the Rules of 2022, would be governed by



the said Rules only and any of the conditions of advertisement dated 31.08.2020 cannot now be made applicable to the petitioner.

7. Counsel further submits that the Rules of 2022 and even appointment order dated 26.04.2023 did not prescribe for any such condition/bond and hence, the direction to comply with the bond as furnished in terms of earlier appointment, is totally uncalled for.

8. Per contra learned counsel for the respondent-Department submits that the petitioner was considered and afforded appointment in terms of Rules of 2022 for the sole reason that she was already engaged on contractual basis with the respondent-Department. The fact of the petitioner having undergone the training is also not disputed.

9. Counsel further submits that the intent of directing to furnish a bond was to ensure that the State who bears expenses of the training of the contractual employees, does not suffer any financial loss because of the candidate resigning or quitting the service before a period of five years. The petitioner having availed the benefit of training is under an obligation to comply with the conditions of the advertisement and the bond as furnished by her.

10. In support of his submission, counsel relied upon the judgment of a Co-ordinate Bench of this Court in **Manisha Devi Meena vs. Jaipur Vidyut Vitran Nigam Limited & Anr.; S.B. Civil Writ Petition No.385/2021** (decided on 15.03.2021) affirmed by the Division Bench of this Court at Jaipur in **D.B. Special Appeal (Writ) No.304/2021** vide order dated 16.04.2021.



11. Heard the counsels and perused the record.

12. This Court is of the clear opinion that the condition as prescribed in advertisement dated 31.08.2020 shall no more govern the present petitioner once she had been afforded appointment vide a fresh appointment order in terms of Rules of 2022. Once an incumbent has been afforded appointment vide a fresh appointment order, she would definitely be governed by the said order and the Rules governing the said appointment.

13. Admittedly, Rules of 2022 do not prescribe for any condition of a bond being furnished by the candidate. Further, appointment order dated 26.04.2023 (Annexure-6) also does not prescribe for any such condition. Had the intent of the State been to ensure the compliance of the bonds as furnished by the incumbents in terms of the advertisement in the year 2020, definitely a specific condition to the said effect would have been incorporated in the Rules of 2022. The same having not been incorporated, clarifies that it was never the intent of the legislature to enforce the said condition.

14. Further, even the order of appointment dated 26.04.2023 (Annexure-6) which otherwise lays down the specific conditions of appointment, does not specify any such condition of a bond.

15. In the opinion of this Court, even if there was any condition in the earlier advertisement dated 31.08.2020, the same effectively lost its efficacy after the petitioner having been afforded a fresh appointment by virtue of a fresh appointment order and that too in terms of the Rules of 2022 which were not in existence in the year 2020. The petitioner would definitely be governed by the Rules of 2022 only and she can no more be



governed by any of the condition of advertisement dated 31.08.2020.

16. Further, there is one more aspect of the matter. Admittedly, the petitioner has been appointed as a 'Nursing Officer' in pursuance to a recruitment process undertaken by the State Government. That is to say, she would now also be working with the State Government only. Meaning thereby, the skills as gained by her during the training as imparted during her contractual employment, shall now be used in her job as a 'Nursing Officer' with the State Government. It is incomprehensible as to how can it be termed to be a financial loss to the State Government when an employee who had been imparted training for some particular contractual job, continues to serve the State Government although, on regular basis. The demand for deposit of the bond amount proves out to be irrational and illogical on this count too. By all means, the direction of the State Authorities for deposit of the bond amount is bad in the eyes of law and the same cannot be upheld.

17. So far as the judgment in the case of **Manisha Devi** (supra) is concerned, the ratio of the same would not apply to the present matter, the same being clearly distinguishable. In the said case, the petitioner therein was appointed after furnishing the specific bond and she having been subsequently appointed qua some other service, sought direction to be relieved. Therein, the Court observed that she was bound by the conditions of her appointment. Herein, condition of the advertisement itself lost its existence/efficacy by virtue of the fresh appointment order and



therefore, the said condition would not govern the present petitioner.

18. In view of the aforesaid observations, the present writ petition is **allowed**. The communication dated 15.01.2025 (Annexure-11) and subsequent order dated 22.01.2025 (Annexure-12) are hereby quashed and set aside. The respondents shall not pressurize the petitioner to comply with the bond dated 18.09.2021 (Annexure-4) as furnished by her and no punitive action shall be taken against her for non-compliance of the same.

19. Stay petition and pending applications, if any, stand **disposed of**.

(REKHA BORANA),J

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