

GAHC010216382011



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/4767/2011

ASHIM PRAKASH SARMA
S/O KASHI NATH SARMA, R/O LANE NO. 10, VILL. BIDYAPUR, WARD NO. 3,
P.O. and P.S. NALBARI, DIST. NALBARI, ASSAM.

VERSUS

THE STATE OF ASSAM AND ORS
REPRESENTED HEREIN BY THE COMMISSIONER and SECYA. TO THE
GOVT. OF ASSAM, INFORMATION and TECHNOLOGY DEPTT.,
SACHIVALAYA, DISPUR, UWAHATI-781006

2:THE DIRECTOR

INDUSTRIES AND COMMERCE
ASSAM UDYOG BHAWAN
BAMUNIMAIDAN
GUWAHATI-781021
ASSAM.

3:THE DEPUTY COMMISSIONER

NALBARI
DIST. NALBARI
ASSAM.

4:THE GENERAL MANAGER

DISTRICT INDUSTRIES and COMMERCE CENTRE
NALBARI
DISTRICT- NALBARI
ASSAM

For the Petitioner : Mr. S. Dey, Advocate.

For the Respondents : Mr. S.Baruah, Adv., R- 1 & 3.

Date of Hearing & Judgment : **25/07/2023**

**BEFORE
HONOURABLE MR. JUSTICE DEVASHIS BARUAH**

JUDGMENT & ORDER (ORAL)

The Petitioner being aggrieved by the action of the Respondent Authorities in not releasing the salary remuneration to the Petitioner from Savings of the Centre has approached this Court by filing the instant writ petition.

2. The facts of the instant case is that in the year 2002, the Government of India had introduced a project in the name of Community Information Centre with the aim and objective to accelerate socio-economic development in the North Eastern region including Sikkim. The said effect, the Government of Assam had also entered into a Memorandum of Understanding with the concerned States to the respective Chief Secretaries. It has been further mentioned that in terms with the Memorandum of Understanding, National Informatics Centre was the implementing agency appointed for the purpose by the Government of India. The National Informatics Centre was entrusted to maintain intimate liaison with the State Government Authorities and also to supervise the functioning of these centres. It was further stated that as per the Memorandum of Understanding executed between the Central and the State Government, the State Governments' role inter alia was to deploy suitable

persons in these centres. In terms with Clause-5.1.8.3 the control and management of the centers was proposed to be transferred to the Central Government for a period of 5 years from the date of commissioning of these centers. It was further mentioned in the writ petition that the State Government was also required as per the memorandum to engage services of two operators for each centre on contractual basis for a period not exceeding 5 years and the remuneration of these two operators for a period of 5 years started from 2002 was to be borne by Central Government.

3. In the backdrop of the above, it is further stated that the Petitioner was selected as one of the operators of the Community Information Centre established in Nalbari. It has been further mentioned that while the Petitioner continued to function as the operator of the Community Information Centre, a decision was taken by the Government of India in the year 2007 to merge these Community Information Centres with the Common Service Centres proposed to be set up. The Central Government also took the decision that the remuneration to be paid to the operators of these Community Information Centres subject to the conditions that these Community Information Centres are merged with the Common Service Centres. This decision of the Central Government was challenged in a writ petition filed before this Court being W.P.(C) No. 2536/2008. Vide an interim order dated 20.06.2008, this Court in W.P.(C) No. 2536/2008 directed the parties to maintain status-quo.

4. It is the case of the Petitioner that pursuant to the decision of merger of the Community Information Centres with the Common Service Centres, the Respondent Authorities stopped the payment of salary to the Petitioner and as such, being aggrieved, the Petitioner has approached this Court by filing the instant writ petition.

5. It is relevant to take note of that in the instant writ petition the Union of India is not a party. It further appears from record that on 29.09.2011 notice was issued by this Court. The record further shows that the Respondent No. 1 i.e. the Commissioner and Secretary to the Government of Assam, Information and Technology Department had filed an affidavit-in-opposition through its Deputy Secretary. In the said affidavit-in-opposition, it was mentioned that as per letter No. IT.89/2006/Pt-II/15 dated 02.05.2008 issued by the Commissioner and Secretary to the Government of Assam, Information and Technology Department, the integration of the Community Information Centres with the Common Service Centres was envisaged and the existing 2(two) CIC operators of each would be preferred in the service of the Service Centre Agency (SCA) (Village Level Entrepreneur or Village Level Entrepreneur Operator) on terms and conditions not inferior to the current ones and on mutually agreed conditions. It was further mentioned that after the expiry of the period of the CIC Scheme, the Central Government took the decision to merge the CIC with the CSC and the CIC operators were not left to fend for themselves. Further to that, it was also stated that in view of the status-quo order, the merger of the CIC with the CSC did not take place. It was also mentioned that the State of Assam is in no way responsible for payment of the honorarium to the CIC operators after the closure of the CIC Scheme by the Government of India. In paragraph No. 6 of the said affidavit-in-opposition, it was also mentioned that after the expiry of the term of the CIC operators, no specific order was issued regarding continuation of the service and extension of the job agreement etc. It further reveals from the record that the General Manager(In-Charge), District Industries and Commerce Centre had also filed an affidavit on behalf of the Respondent No. 4. In the said affidavit-in-opposition, it was mentioned that the

Central Government took a decision to merge the CIC with the CSC. The General Manager, DICC, Nalbari was no way involved in salary matter from March, 2008. It further reveals from the record that the General Manager, District Industries and Commerce Centre, Nalbari had also filed an additional affidavit on 31.01.2018. It was mentioned in the said additional affidavit that the Petitioner was appointed as the CIC operator and joined at the CIC (Community Information Centre) of Pub-Nalbari Development Block on 06.06.2002 and since then the Petitioner was regularly drawing remuneration on contractual basis @ Rs. 5,500/- per month upto 31.03.2008 from the District Industries and Commerce Centre, Nalbari. Thereafter as the salary of the CIC operators was drawn by the Managing Director, Amtron, Bamunimaidam and as such after 31.03.2008 regarding salary matter of CIC operators, the Managing Director, Amtron was the competent authority to reply for such drawal of fixed remuneration of the CIC operators.

6. To the said additional affidavit, the agreement entered into between the Petitioner and the Chairman, District Level Committee of Community Information Centre was enclosed. In the said agreement amongst various Clauses, Clause-I stipulated that the first party did not undertake to provide alternative opportunities to any of the CIC operators nor pay any compensation in case of closure of the centres due to any reason nor undertake to provide any relief/compensation for any injury that might occur during work.

7. Mr. S. Dey, the learned counsel appearing on behalf of the Petitioner fairly submitted that the writ petition being W.P.(C) No. 2536/2008 by which the decision to merge the CIC with the CSC was challenged, was dismissed by this Court vide an order dated 03.10.2013.

8. If further reveals from the records that the Petitioner was contractually

appointed as a CIC operator on 04.06.2002. It is an admitted fact that the remuneration which was to be paid to the Petitioner was to be disbursed by the Central Government Authorities. The Central Government had taken a decision to merge the CIC with the CSC and though a status-quo order was passed by this Court in W.P.(C) No. 2536/2008, but the said writ petition was dismissed by this Court vide the order dated 03.10.2013. Therefore, the decision which was taken by the Union of India to merge the CIC with the CSC was not interfered with and had attained finality. The Central Government further mandated in the decision that they would continue to pay the remuneration subject to the merger of the CIC with the CSC. The above would therefore show that the Central Government was a necessary party to the instant proceeding as they were the authority at whose behest the State Authority had entered into the agreement with the Petitioner. It further reveals from the contractual agreement entered into between the Petitioner as well as the Chairman of the District Level Committee of Community Information Centre that the latter shall not be in any manner responsible for providing alternative opportunities to the CIC operators nor pay any compensation in case of closure of the centres due to any reason. Under such circumstances, in view of the expressed conditions in the agreement which have also been not been put to challenge in the present writ petition, the relief which has been sought for in the instant writ petition cannot be granted. Accordingly, the petition is devoid of any merit for which the same stands dismissed.

JUDGE

Comparing Assistant