

**HIGH COURT OF TRIPURA
AGARTALA**

WA No.161 of 2023

Smt. Mandira Das

..... Appellant(s)

V E R S U S

The Tripura University and another

..... Respondent(s)

For Appellant(s) : Mr. Somik Deb, Senior Advocate.
Mr. P. Chakraborty, Advocate.

For Respondent(s) : Mr. D. Bhattacharya, Senior Advocate.
Mr. S. Das, Advocate.

**HON'BLE THE CHIEF JUSTICE MR. APARESH KUMAR SINGH
HON'BLE MR. JUSTICE S.D. PURKAYASTHA**

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27/02/2024

Heard Mr. Somik Deb, learned senior counsel for the appellant as well as Mr. D. Bhattacharya, learned senior counsel for the respondents Tripura University.

The instant appeal is directed against the impugned judgment dated 22.08.2023 passed in WP(C) No.25 of 2023 whereby the learned Writ Court has dismissed the writ petition.

Writ petitioner/appellant was engaged on contractual basis in the year 2013 on a monthly remuneration of Rs.6,000/- per month pursuant to an advertisement dated 30.09.2013 (Annexure 1), which contractual engagement stood extended on year to year basis till 2020. There is no order of extension of her contractual engagement after 30.04.2020 as per the memo dated 02.12.2020 issued by the Registrar (I/C), Tripura University (Annexure 11). Writ petitioner/appellant seems to have relied upon certain notings in the file to

make out a case that she was recommended for appointment as a Master Roll worker/casual worker since similarly situated other persons had been engaged as such. However, the notings on the file do not amount to a decision of the competent authority unless they are sanctified by a formal order issued upon approval of the competent authority. As such, the learned Writ Court seems to have questioned production of the notings on the file by the writ petitioner in an unauthorized manner to make out her case and therefore dismissed the writ petition.

Mr. Somik Deb, learned senior counsel for the appellant submits that the writ petitioner/appellant in his rejoinder affidavit had cited examples of two persons who were similarly engaged on contractual basis but were allowed to continue even during the COVID period whereas the writ petitioner's service was not extended likewise. Learned senior counsel for the writ petitioner/appellant submits that if similarly situated persons have been allowed to continue, the respondent University may consider the case of the writ petitioner on equal footing. Liberty may be granted to make a representation with such prayer and supporting documents.

Mr. D. Bhattacharya, learned senior counsel for the Tripura University submits that termination of contractual employment on the expiry of the period of contract brings to an end of such engagement. As such, no legal right or contractual right could accrue in favour of the writ petitioner to seek continuance of her contractual engagement after expiry of the period of contract. However, learned senior counsel submits that the plea raised by the writ petitioner through her affidavit regarding continuance of contractual

engagement of similarly situated employees is a novel plea not raised in the writ petition. As such, this could not have been traversed as they are not supported by any document also.

Be that as it may, upon hearing learned counsel for the parties, we do not find any semblance of legal right or contractual right in favour of the writ petitioner/appellant to claim continuance of her contractual engagement with the University after the period of contract had come to an end in 2020. However, liberty is granted to the writ petitioner/appellant to make a representation before the competent authority under the respondent University for her re-engagement in case any similarly situated employee has been allowed to continue on contract basis by the University depending upon the need for such engagement. The same may be considered in accordance with law within a reasonable time. The instant appeal is disposed of with such observations.

Pending application(s), if any, shall also stand disposed of.

(S.D. PURKAYASTHA), J

(APARESH KUMAR SINGH), CJ