



Serial No. 01
Supplementary List

HIGH COURT OF MEGHALAYA
AT SHILLONG

WP(C) No. 220 of 2023

Date of Decision: 18.07.2025

1.Shri. Emanuel Lamare
S/o John Biam

2.Shri. Imjing Mut Sten
S/o (L) Olwinson Bareh

3.Shri. Ram Dkhar
S/o (L) Haren Bhoi

:::Petitioners

-Vs-

1.State of Meghalaya represented by the
Commissioner & Secretary (Civil Defence
& Home Guards) Department, Govt. of
Meghalaya, Shillong

2.The Secretary to the Govt. of Meghalaya,
P.H.E Department, Meghalaya, Shillong

3.The Chief Engineer, P.H.E.
Meghalaya, Shillong

4.The Executive Engineer (PHE) Rural
Water Supply Division, Jowai, West
Jaintia Hills, Meghalaya

5.The District Home Guards Commandant,
West Jaintia Hills District, Meghalaya

:::Respondents



Coram:

Hon'ble Mr. Justice H. S. Thangkhiew, Judge

Appearance:

For the Petitioner/Appellant(s) : Mr. S.A. Sheikh, Adv.
Mr. M.R. Marak, Adv.

For the Respondent(s) : Mr. N.D. Chullai, AAG with
Ms. Z.E. Nongkynrih, GA.

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| i) | Whether approved for reporting in
Law journals etc.: | Yes/No |
| ii) | Whether approved for publication
in press: | Yes/No |
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JUDGMENT AND ORDER

1. The writ petitioners who were appointed as trained Home Guard Volunteers are before this Court, assailing their discontinuance from service and have made a prayer that they be allowed to serve till their age of retirement, and further to quash the impugned letters dated 01.12.2022, issued by the respondent No. 3, and 19.06.2023 issued by the respondent No. 5.

2. Mr. S.A. Sheikh, learned counsel for the petitioners submits that the petitioners had been appointed as far back as on 05.05.1986, and were paid in the pay scale as admissible under the Meghalaya Services (Revision of



Pay) Rules 1980, and were deployed at the office of PHE at Jowai. He submits that all along the benefits of revised pay scale in the course of their employment was allowed to the petitioners till 2017, and when the new revised pay scale was not granted, prompted them to file a writ petition being WP(C) No. 37 of 2022, claiming the benefits of the revised pay scale. The said writ petition he submits, was disposed of by order dated 04.09.2024, with the direction that the respondents compute the arrears in pay as admissible to the writ petitioners till the date they were disengaged from service. The learned counsel submits that though the first impugned letter dated 19.02.2022, is a 30(thirty) day notice of disengagement and the second impugned letter dated 19.06.2023, speaks about the petitioners being disengaged since the end of December 2022, no formal disengagement letter was ever served upon them. He therefore submits the petitioners are therefore to be considered still in service and are entitled to the pay, they were drawing till they are formally disengaged or retire.

3. Mr. N.D. Chullai, learned AAG assisted by Ms. Z.E. Nongkynrih, learned GA for the State respondents has referred to the first impugned letter dated 01.12.2022, and submits that the disengagement of the petitioners had been informed to the Commandant of the Home Guards, that the services of the petitioners would no longer be required from the end of December, 2022. He further submits that by the second impugned



letter dated 19.06.2023, the three writ petitioners were informed by the respondent No. 5, that their services had been discontinued vide the letter dated 01.12.2022, and that in the same letter itself, it is noted that the petitioners had been informed on 19.12.2022. As such, he submits no case has been made out to allow the petitioners continuance in service till their retirement date, or that they are entitled to any further amounts towards pay.

4. Upon hearing the learned counsel for the parties, it is seen that the only issue in the present writ petition for consideration before this Court, is whether the petitioners are entitled to the reliefs as prayed, on their assertion that they have never been formally disengaged from service. In WP(C) No. 37 of 2022, this Court while dealing with the claim of the petitioners that they be allowed the benefits of pay revision, as per the Fifth Meghalaya Pay Commission had ordered in Para – 8 of the judgment thereof, as follows:

“8. Accordingly, on this short point itself, the writ petition is disposed of with a direction to the respondents No. 2, 3 & 4 to compute the arrears in pay as admissible to the writ petitioners No. 1, 2 & 3 till the date they were disengaged from service. With regard to the petitioner No. 4, as there has been no rebuttal with regard to his date of birth, the department is to examine his case as per entitlement, and on its own merit.”



5. The question therefore is, when were the petitioners disengaged formally by the respondents? To this query, the learned AAG for the respondents has sought to maintain that the petitioners were well aware that they were disengaged from the end of December 2022, in view of the impugned letters, whereas, the counsel for the petitioners has firmly refuted the same by submitting that there was never has been a formal letter of disengagement, and as such, the petitioners are entitled to their monthly salary till the date of their retirement. This Court on examination of the two impugned letters, notices that apart from the statement made in the second impugned letter dated 19.06.2023, wherein, it is noted that the petitioners had been informed, no other materials are available to substantiate the fact of discontinuance of service from January, 2023.

6. It is to be noted herein that the Home Guards is a voluntary organisation, and almost all ranks up to the company level are volunteers, and as per the existing financial policy, the responsibility for payment of duty allowance etc., to the Home Guards deployed for such duty, lies with the authorities at whose instance the Home Guards are requisitioned. Being volunteers, they cannot claim for regularization or permanent retention of service, and as per the terms for engagement of Home Guard Volunteers, any Requisitioning Authority intending to discontinue the engagement of



services of the Home Guard Volunteers will have to give a 30(thirty) days prior notice to the department. In the instant case, the Requisitioning Authority i.e. the office of the Chief Engineer PHE, Meghalaya, by the impugned letter dated 01.12.2022, as per the stipulations had informed the Home Guard Department of the disengaging of the services of the Home Guards, which were to take effect 30(thirty) days from the date of the letter. However, it appears the formal order of disengagement was not communicated to the petitioners, and it was only when a query was raised by the petitioners that they were informed about their disengagement by the letter dated 19.06.2023. As observed above, apart from this letter, the respondents have not been able to produce any material to show that the writ petitioners had been informed. Had the petitioners been duly informed about their disengagement, no right would survive to entitle them to any further claim, but however, as this was not done, this Court is to consider as to what reliefs, the petitioners are entitled to.

7. In this context, the learned counsel for the petitioners has submitted that all the petitioners in the normal course of service, would have retired in the months of February, March and April 2025, and as there was no formal disengagement orders passed, they should be deemed to be still in service till their respective retirement dates, and are entitled to the same monthly salary that had been drawn upto the month of December, 2022. The



demand therefore is for payment of salary at the rate of last drawn pay i.e. Rs.27,000/- per month from the date of disengagement till the date of retirement.

8. This Court by order dated 06.02.2025, in order to bring closure to the matter had earlier directed as follows.

“In the course of hearing, it is seen that prima facie there is no formal order of disengagement issued by the respondents, though it is stated in a letter dated 19th June, 2023 that the writ petitioners have been informed on 19th December, 2022, about the same.

Be that as it may, as the formal disengagement is still under question, to bring a closure to the matter, the learned AAG is directed to obtain instructions as to whether a certain compensatory amount can be advanced to the writ petitioners for the remaining months in question i.e. from January 2023 – 19th June, 2023.”

9. Thereafter, when the matter was heard again, by order dated 21.03.2025, this Court on a finding that there was no formal order of disengagement had directed as follows.

“On hearing the learned counsel for the parties, this Court to balance the equities, deems it fit that the petitioners be compensated for the period which they were stated to be in service, that is, from January, 2023 to June, 2023 after which they were disengaged by the respondents.



Mr. N.D.Chullai, learned AAG assisted by Ms. Z.E.Nongkynrih, learned GA on behalf of the respondents has voiced his objections and has submitted that the writ petitioners were well aware about their disengagement since 19-12-2022. However, he has not been able to produce any materials apart from a letter where it is stated that the writ petitioners have been informed to substantiate this fact.

Mr. S.A.Sheikh, learned counsel for the petitioner has submitted that if any compensation is to be given, the same should be reasonable and acceptable to the petitioners who have rendered 36 years of service and only on the fag end of their service career, on their agitating for the right to the 5th Pay Commission, had been disengaged.

This Court has considered the rival submissions and the only consideration at this stage that remains is the quantum of compensation that they might be entitled to.

Mr. N.D.Chullai, learned AAG prays that he may be allowed two weeks' time to obtain proper instructions on the quantum.

Mr. S.A.Shiekh, learned counsel for the petitioner also likewise prays that he be allowed to obtain instructions.

Prayers are allowed.”

10. As it can be seen from the orders quoted above that this Court had deemed it fit to provide a compensatory amount taking into account the fact that the petitioners had rendered over 36(thirty-six) years of service,



instructions had been sought as to the amount agreeable to be paid by the respondents, which however were not received.

11. In the circumstances therefore, considering the fact that, had the petitioners continued in service from the date of disengagement till retirement, the amount of salary payable would be over Rs.7 Lakhs each, and considering the fact that they were never served with formal orders of disengagement, and also that they have not rendered any service for this period, this Court deems it fit and proper in the interest of justice and equity to direct the respondents to pay the petitioners a sum of Rs.1 Lakh each, as a compensatory amount to bring a quietus to the matter.

12. As ordered above, the instant writ petition stands closed and disposed of.

Judge

Meghalaya
18.07.2025
"D.Thabab-PS"