

17.03.2021.
Item no. 15.
Court No.13
pk

**W.P.A. No. 10606 of 2019
(Through Video Conference)**

**Sundar Ali Sheikh
Versus
The State of West Bengal & Ors.**

Mr. Kallol Basu,
Mr. Mahammad Mahmud,
Mr. Suman Banerjee

...for the petitioner.

Mr. Sandip Kumar Bhattacharya,
Mr. Suman Basu.

...for the respondent nos. 3, 6 and 7.

Mr. Sarwar Jahan,
Mr. Debanshu Ghorai

... for the respondent no. 8.

The petitioner was engaged as a District Coordinator of SSK/MSK Cell under Hooghly Zilla Parishad on temporary and contractual basis. The said appointment was made pursuant to walk-in-interview held on 11.12.2017. It was specified in the said order of appointment dated 3rd January, 2018 that the petitioner would be on contract for a period of one year and may be considered for further renewal.

The petitioner was, inter alia, entrusted with the responsibility of conducting legal cases on behalf of the various consumer departments and the office of SDO, Sadar, Hooghly. The petitioner's engagement under the contract and that too on a temporary basis does not appear to have been confirmed at any point of time.

The Hooghly Zilla Parishad in their opposition have placed number of complaints against the petitioner from various consumer bodies and consumers alleging that the petitioner was engaged in extortion. None of the said documents have, however, been furnished to the petitioner nor has any explanation been called for.

Be that as it may, counsel for the respondent, Mr. Sandip Kumar Bhattacharya has placed a representation of the petitioner dated 31.01.2019. At paragraph 9 of the said representation, the petitioner has admitted that he had applied for renewal of his agreement which has not been done. It is further recorded in the said representation that the petitioner was asked not to put any signature or attend work after expiry of the original contract.

Learned Counsel for the petitioner, Mr. Kallol Basu, submits that by reason of the expression “the engagement may be terminated at any point of time within one month notice from either side” would essentially indicate that the engagement of the petitioner ought to have been terminated by issuance of a formal notice.

This Court notes that the said Clause referred to by counsel for the petitioner, Mr. Basu applies where termination was contemplated or effected prior to expiry of one year of contract. Admittedly, in the instant case the petitioner completed the one year

period of contract and the same contract was not extended beyond January, 2019.

Mr. Basu claims that his client is working even after January, 2019. The same is of no consequence.

For the reasons stated aforesaid, no relief can be granted to the petitioner in the instant proceedings.

The writ petition is dismissed.

Interim order, if any, shall stand vacated.

In view of dismissal of the writ petition, connected application being CAN 1473 of 2020 is also dismissed.

No order as to costs.

Urgent photostat certified copy of this order, if applied for, be given to the parties upon compliance of all formalities.

(Rajasekhar Mantha, J.)