AD 26.
December 17, 2020.
SG

WPST 144 of 2019
(via video conference)

Jnan Prokash Biswas and others
-versus-
The State of West Bengal and others

Mr Subir Sanyal
Mr Moniruzzaman
... for the petitioners.

Mr Joytosh Majumder
Mr Biswabrata Basu Mallick
Mr Raja Saha
Ms Sudeshna Majumder
... for the State.

The undisputed facts of this case are that the petitioners are ex-military personnel. They were engaged by the Directorate of Textiles (Sericulture) as security personnel in connection with a scheme namely "Strengthening of Surveillance System at Government Establishment under Special Scheme 2010-11." They were engaged at various points of time between 2010 and 2017. Their engagement was on an annual contractual basis. Every year such contract was renewed. The contracts were last renewed for the period April 1, 2017 to March 31, 2018.

In December, 2017, the Commissioner, Textiles and Sericulture, West Bengal issued a memorandum dated December 26, 2017, which reads as under:

> "This is to inform that the Governor has been pleased to agree to the continuation of the engagement of security personnel from Zilla Sainik Board in different establishments of the Directorate of Textiles (Sericulture) up to March, 2018 at prevailing wage rate with the condition to cut down the expenditure on this count from next Financial year to a considerable amount.
>
> At this juncture, the security personnel deployed across the State may be apprised that their engagement at prevailing wage rate would come to an end on 31st March, 2018 only."

The petitioners perceived this memorandum as having the effect of reducing their wages. They approached the West Bengal Administrative Tribunal with Original Application No.144 of 2018 contending that their wages could not have been reduced. They further claimed, in effect, that their services should be regularised.

The tribunal considered the respective contentions of the parties and dismissed the application. The tribunal held that the petitioners were contractual employees and did not have any vested right to continue in employment after March 31, 2018. However, the tribunal clarified that in future, if the government engages security personnel on the same terms and conditions, the government will be bound to consider the case of the petitioners favourably. Being aggrieved, the petitioners are before us.

We have heard Mr Sanyal, learned counsel for the petitioners and learned Government Pleader appearing for the State.

There can be no dispute that the engagement of the petitioners was on a purely contractual basis. The terms and conditions of the engagement of the petitioners included, inter alia, the following:

> "1. The letter of Engagement (LEO) is subject to compliance of any or all the conditions that may be imposed by the issuing Authority.
> 2. The LEO does not confer any right to the security personnel and cannot be treated as proof in respect of any statutory requirement or condition that may exist under any law for the time being in force.
> 3. It is pertinent to mention that such engagement would be purely on contractual basis and the incumbent concerned may be replaced in the event of necessity without assigning any reason whatsoever.
> 4. As and when the situation arise requiring new terms and conditions, additional clauses are agreed to be incorporated by way of separate annexure.
> 6. The Commissioner of Textiles and Sericulture, will never bear absorption of any member of security personnel in Government service in future."

It is trite law that a contractual employee has no vested right to continue in employment after the period of contract comes to an end. Once a contract stands discharged by performance, both the parties to the contract stand absolved of any further obligation thereunder. However, if the obligation of any one of the parties is outstanding, the other party can insist on performance of such obligation by taking appropriate legal steps.

In the instant case, the last renewal of engagement of the petitioners was in the year 2017 for the period till March 31, 2018. By the memorandum impugned, it was made clear that there will be no further renewal of the contracts of the petitioners on the existing terms and conditions. This was towards achieving reduction in the expenditure incurred by the State on account of engaging security personnel. This was a policy decision which can normally not be interfered with.

The petitioners have received their dues under the contract. There is no grievance on that count. Their prayer for being regularised cannot be acceded to. They have no such right. They are bound by the terms and conditions of their engagement. The memorandum that they have challenged also does not call for interference. The memorandum has been issued in pursuance of the policy decision of the government.

We do not find that there is anything arbitrary or unreasonable or illegal about such memorandum. We also do not find that the memorandum has the effect of reduction of wages of security personnel like the petitioners. All it says is that the total expenditure on account of engagement of security personnel in government establishments should be reduced substantially in future. Hence, the perception of the petitioners that by issuing the said memorandum the government has reduced wages, is incorrect.

The petitioners have referred to a document dated October 11, 2017, issued prior to the impugned memorandum, that the petitioners seek to interpret as creating a right in favour of the petitioners. Such document of October 11, 2017 merely provides for the termination of the services of security personnel upon attaining the age of 60. Merely because the services of the personnel would terminate upon their attaining the age 60, would not imply that the corollary would hold good or that a promise has been made out that their services would continue till the age of 60. The document dated October 11, 2017 does not, in any manner or form, lend any weight to the petitioners' case or detract from the impugned memorandum of December 26, 2017.

For the reasons aforesaid, WPST 144 of 2019 is dismissed without any order as to costs.

(Sanjib Banerjee, J.)

(Arijit Banerjee, J.)