

**09.04.2021**  
Court No.13  
rpan/75  
(via video Conference)

**WPA 2118 of 2021**  
**Indranil Ghosh**  
**- Versus -**  
**State of West Bengal & Ors.**

Ms. Manika Roy  
For the petitioner.  
Mr. Joytosh Majumder, Ld. G. P.,  
Mr. Biswabrata Basu Mallick,  
Ms. Kakali Samajpati  
For the State.

The writ petitioner has been employed with an organization called Roopkala Kendro as a faculty member. The Roopkala Kendro is a registered society under the Department of Information and Cultural Affairs, Government of West Bengal. The society is stated to have adopted a resolution that the provisions of the WBSR would apply to its employees till such time the formal Rules are not framed. No copy of the resolution has been produced.

Admittedly, the writ petitioner was never an employee of the State Government. Reliance placed by the petitioner on WBSR to claim that he was a Govt. servant and is entitled to leave encashment is misplaced. The writ petitioner was engaged on contract as a faculty member by the said society. The petitioner has resigned from the services of the society on 19<sup>th</sup> July, 2013, terminating the contract of employment.

Counsel for the petitioner submits that her client was paid all dues, except Leave Encashment and has filed this writ petition seeking to enforce the contract after seven years of resignation. The writ petition is otherwise barred by delay and laches.

Since a contract of employment is governed by civil law and the evidence is required to be led to establish the claim of the petitioner, the grievance of the petitioner cannot be entertained in the writ petition. Even in civil law, the petitioner's claim may be barred by limitation.

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

Accordingly, the writ petition is dismissed.

There will be no order as to costs.

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

**(Rajasekhar Mantha, J.)**