

Ct. 05
Item No.20
06.09.2021
(suvendu)

WPA 12853 OF 2021

(VIA VIDEO CONFERENCE)

**Utsav Mukherjee
Vs.
The State of West Bengal & Ors.**

Mr. Subhrangsu Panda
Ms. Mithu Singha Mahapatra
.....for the petitioner
Mr. Bhaskar Prasad Vaisya
Mr. Sagnik Chatterjee
.....for the State
Mr. Nilay Baran Mondal
.....for the DPSC, Kolkata

Affidavit of service filed in Court today is taken on record.

The writ petitioner was appointed as Para Teacher vide Memo dated 30th April, 2007, which is at page 15 of the writ petition. Such engagement of the writ petitioner as Para Teacher was made on the basis of an agreement and it was wholly on temporary basis. The writ petitioner functioned as Para Teacher till March, 2013 and thereafter there was discontinuation of his service from the month of April, 2013 till date.

Mr. Subhrangsu Panda, learned advocate appearing on behalf of the writ petitioner, submits before this Court that the writ petitioner made representations dated 3rd April, 2014 and 3rd May,

2021 before the concerned authorities for permitting the writ petitioner to function as Para Teacher in a primary school. He prayed that such representations be considered by the respondent authorities.

Mr. Bhaskar Prasad Vaisya, learned Additional Government Pleader appearing on behalf of the State-respondents, strongly opposed the prayer of the writ petitioner since the writ petitioner does not have any statutory rights to continue his service after period of service ended in the month of March, 2013. Mr. Vaisya has also submitted that as the engagement of the writ petitioner as a Para Teacher is contractual in nature, he cannot pray for continuation of service.

Considering the rival contentions made on behalf of the respective parties, it appears that the writ petitioner does not have any legally enforceable right, which can be enforced by issuing a writ in the nature of mandamus.

Accordingly, the writ petition stands dismissed without any order as to costs.

Urgent photostat certified copy of this order, if applied for, be given to the parties on usual undertakings.

(Saugata Bhattacharyya, J.)