

WPA 2726 of 2018

Dr. Arpita Ghosh
vs.
The State of West Bengal & Ors.

Mr. Rabindranath Datta
Ms. Sudipa Ray
....for the petitioner

Affidavit-of-service filed by the petitioner is kept with the records. Despite service, the respondents are not represented.

The petitioner challenges an order of termination dated 29th November, 2017 while she was engaged on contractual basis as an Assistant Professor at Rabindra Bharati University.

Initially, the petitioner was appointed by a letter dated October 7, 2013 as “a teacher and for incidental service” for a period of one year from November 1, 2013 to June 31, 2014. The petitioner was provided a monthly remuneration of Rs.18,000/- per month.

Though contract was not renewed after expiry of the contract period, every year a fresh letter of contract for one year was issued in favour of the petitioner by the University. Lastly, the petitioner was appointed by a letter dated January 2, 2017 for a period of one year.

During subsistence of the said contract, it appears that, a complaint was lodged against the petitioner by the

Security Officer of the University. It was alleged that the petitioner physically assaulted the Coordinator, Department of Human Rights and Human Development in the university premises on September 1, 2017.

The petitioner also lodged a complaint before the police authority following which a police case was also registered.

An enquiry was conducted by the university. The petitioner was allowed to participate in the enquiry. After the enquiry the impugned order of termination was issued by the university. The said order of termination dated November 29, 2017 is quoted below:-

“Madam,
On the basis of the recommendation of the Inquiry Committee constituted for the purpose of inquiring into the alleged physical assault on the coordinator of the Department of the University, the Executive Council in its meeting held on 31-10-2017 decided to terminate your contract of service with this University with immediate effect.
Accordingly, I am hereby directed by the Executive Council to inform you that your contract of service as full time contractual Assistant Professor shall be terminated with effect from 30-11-2017 (afternoon)
By order,
Debdatta Roy
Registrar (Acting)
Presenting Officer & Secretary”

It has been submitted by Mr. Datta, learned advocate representing the petitioner that the petitioner was not provided with the complaint, petitioner was not aware of the allegation levelled against her, the copy of the enquiry

report was also not provided to her and the order of termination is stigmatic in nature.

I am of the view that even if it is held that the order of termination was illegal on any ground whatsoever, no relief can be provided to the petitioner at this stage by this Court.

As indicated hereinabove, the service of the petitioner was contractual in nature and every year she was appointed for one year by fresh order of appointment by the University. Lastly, she was employed for one year for January 3, 2017 to December 31, 2017. Even if, the order of termination is held to be illegal, the petitioner cannot be reinstated in service at this stage. The writ petition became infructuous after the period of contract was over on December 31, 2017. Admittedly, the petitioner has approached this Court after expiry of the said contractual period. The only relief that the petitioner can claim is damages or compensation for wrongful termination of her service.

Such relief cannot be granted by this Court. The petitioner may approach proper forum seeking appropriate reliefs.

In that view of the matter no order can be passed in this writ petition.

Accordingly, WPA 2726 of 2018 is disposed of.

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

(Kausik Chanda, J.)