

07.09.2022
Court No. 19
Item no.12
CP

W.P.A. No. 12730 of 2021

Atul Chandra Mahato

Vs.

The State of West Bengal & Ors.

Ms. Kaberi Ghosh (Dey)

...for the petitioner.

Mr. B. J. Basu

Mr. V.K. De

....for the State.

The petitioner has prayed for remuneration on and from November 2020 till the date of his continuous engagement under the Khadya-o-Sarbaraha Sthayee Samiti. Allegedly, the petitioner was engaged in the office of the Food Inspector on the basis of a resolution of the Khadya-o-Sarbaraha Sthayee Samiti. According to the petitioner remuneration was paid upto October 2020 and thereafter, the same was discontinued. The petitioner claims payment @ Rs. 5000/- along with 18% p.a.. The petitioner further claims for a fixation of his monthly remuneration on permanent basis.

Reliance has been placed on a resolution of the Khadya-o-Sarbaraha Sthayee Samitee dated September 30, 2015. It appears that the samiti had a discussion to engage the petitioner for some work and pay an honorarium. On the basis of such

resolution and the fact that the petitioner signed the attendance register, the claims have been made.

Learned advocate for the State respondents submits that the decision to engage the petitioner by the samiti was a private arrangement, if at all. The samiti had decided that some remuneration may be paid to the petitioner for the work to be done, but the engagement of the petitioner was not made with the approval of the government. Neither was the provisions of the circular of the Department of Panchayat and Rural Development, Government of West Bengal, dated September 7, 2006, followed. He further points out that the writ petition does not contain a single document which would indicate that any fixed remuneration had been decided to be paid to the petitioner at any point of time. He further submits that no letters have been produced before the court indicating that the samiti had continued with the engagement of the petitioner beyond 2020.

The question of permanent fixation of the remuneration of the petitioner does not arise as there is nothing on record to show that the petitioner was either engaged on a permanent basis or on a casual/contractual/daily wage basis upon following the parameters laid down by the government. A private engagement by the Khadya-o-Sarbaraha Sthayee Samiti with the understanding that some

remuneration may be paid to the petitioner, cannot be the basis for any claim either for continuity in the engagement or for a fixed monthly remuneration. However, as the petitioner alleges that the petitioner has not been paid for the time when the petitioner was engaged, the petitioner is granted liberty to approach the Block Development Officer, Arsha Development Block, who is also the Executive Officer of the concerned panchayat samiti, for a decision in this regard.

If such representation is filed, the same shall be considered in accordance with law and upon hearing the petitioner as also the members of Khadya-o-Sarbaraha Sthayee Samiti, Arsha Panchayat Samiti.

A reasoned order shall be passed and communicated to all concerned.

If it is found that the allegations of the petitioners are correct, steps shall be taken for payment of the remuneration. The other prayers in the writ petition are not entertained.

The entire exercise shall be completed within a period of three months from the date of receipt of the representation.

Accordingly, the writ petition is disposed of. There shall be no order as to costs.

Parties are to act on the server copy of this order.

(Shampa Sarkar, J.)