

Item No.30

05.01.2022
Ct-24

In The High Court At Calcutta
Constitutional Writ Jurisdiction
(via video conference)

WPA 18868 of 2021
Sri Subhasis Singha
v.
The State of West Bengal & Ors.

Mr. Tanmoy Basu
... for the petitioner.

Mr. Swapan Kumar Datta
Mr. Tapas Kumar Mondal
... for the State.

Mr. Bhaskar Prosad Vaisya
Mr. Nilay Baran Mondal
... for DPSC.

The petitioner was engaged as Data Entry Operator, Mid-day Meal Programme on contractual basis by the Block Development Officer, Garbeta-I Development Block by a Memo dated July 21, 2015.

The petitioner submits that his service was thereafter extended till July 31, 2021.

The petitioner is aggrieved by the order dated September 15, 2021 whereby the service of the petitioner has been terminated as his service in Garhbeta-I Development Block was found to be unsatisfactory.

According to the petitioner no reason whatsoever has been disclosed by the respondent authority for terminating his service.

The petitioner submits that he is entitled to a months' notice prior to his termination. He further submits that there is security of engagement of his service upto the age of sixty years in terms of the Memo No. 9008-F(P) dated September 16, 2011 issued by the Finance Department, Audit Branch, Government of West Bengal.

The petitioner submits that a legal representation on his behalf was filed before the Block Development Officer, Garhbeta-I Development Block in September 2021 but the same has not been disposed of till date. The petitioner prays for setting aside the order of termination.

The learned advocate representing the respondents opposes the prayer of the petitioner.

It has been submitted that the petitioner is a contractual employee and his service has been terminated on account of his unsatisfactory performance.

I have heard and considered the submissions made on behalf of the parties.

It appears that the service of the petitioner was contractual in nature. The Block Development Officer has mentioned in the termination notice that the service of the petitioner was unsatisfactory and accordingly his service has been terminated.

Being a contractual employee the petitioner will not be entitled to the benefit of a regular disciplinary proceeding wherein detailed reasons are required to be recorded for terminating an employee.

Being a temporary contractual employee the petitioner has been intimated that due to his unsatisfactory performance his service has been terminated. Contractual employees are not entitled to the protection under Article 311 of the Constitution of India.

It does not appear that there is any infirmity in the action of the respondent authority.

The writ petition does not call for any interference. The same stands dismissed.

Urgent photostat certified copy of this order, if applied for, be given to the parties after completion of all legal formalities.

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(Amrita Sinha,J)