

25.04.2023
DL-7
(PP)

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

WPA 5229 of 2023

Sukanta Dehari & Ors.
Vs.
The State of West Bengal & Ors.

Mr. Sabyasachi Chatterjee,
Mr. Sayan Banerjee
....for the petitioners.

Ms. Chaitali Bhattacharya,
Mr. Mrinal Kanti Biswas
....for the State.

The petitioners claim to be contractually engaged pursuant to a notification dated January 11, 2019 issued by the Commissioner, Department of Food & Supplies, Government of West Bengal. The petitioners were engaged as Paddy Purchase Personnel (PPPs) on purely contractual basis on and from January 1, 2019 or their actual date of joining till April 30, 2019. The candidates who were eligible to apply were unemployed youths, 'Yuvasree' beneficiaries, self-help group members and MGNREGA job workers at centralised procurement centres/district purchase camps. The petitioners performed their jobs from their date of appointment till April, 2019. Thereafter, the petitioners were disengaged due to expiry of the period of their contractual term.

Mr. Banerjee, learned counsel appearing on behalf of the petitioners submits that since the job of the PPPs are perennial in nature they should have been engaged continuously. The work of PPPs included verification of documents of farmers, entering purchase data, preparation of muster rolls etc.

He relies on a judgment reported in (2009) 6 SCC 611 (**Mohd. Abdul Kadir and another vs. Director General of Police, Assam and others**) in support of his contention that even if an ad hoc appointment is made under a scheme and in accordance with a selection process described in a scheme, the Supreme Court held that there was no reason why the candidates appointed under the scheme should not be continued as long as the scheme continues. Ad hoc appointments under the schemes are normally coterminous with the scheme (subject to medical or disciplinary grounds or unsatisfactory service or attainment of normal age of retirement being reasons for earlier termination).

Ms. Chaitali Bhattacharya, Learned Senior Government Advocate submits that the petitioners were employed purely on contractual basis and as such, have no legal right to be re-engaged.

Furthermore, there was no continuous scheme and the engagement of PPPs were seasonal.

Considering the rival submissions of the parties and the materials placed on record, this Court is of the view that the petitioner were appointed on purely contractual basis for a few months in the year 2019. Thereafter, the engagement of the petitioner were terminated due to efflux of time. The petitioners made representation in 2019 and thereafter in 2021. The petitioners after making representation in 2021 chose to file the instant writ petition on February 17, 2023. The petitioners have no legal right to be continuously engaged as PPPs after being engaged for a few months in 2019 pursuant to a temporary scheme. The scheme itself was temporary in nature and the petitioners were engaged till such time the scheme continued.

The decision of **Mohd. Abdul Kadir** (supra) is not applicable to the facts of the present case. In the said case, the appellants were ex-servicemen who were appointed on ad hoc/temporary basis in a scheme formulated by the Government of India being the Prevention of Infiltration of Foreigners Scheme (PIF Scheme). The scheme was extended from time to time. The appointments of the petitioners were ad hoc in nature, but such appointments were against

additional sanctioned posts by the President of India under the PIF Scheme. Under the said scheme, the Government of India agreed to reimburse the cost of pay and allowances in the additional posts (which were to be filled by ex-servicemen) in respect of all the expenditure incurred by the State for appointment of staff for the additional posts in the PIF Scheme. There was no issue of contractual engagement for a few months being discussed in the said case.

Therefore, this Court is of the view that the said judgment does not in any way aid the case of the writ petitioners.

In the light of the discussions hereinabove, this Court is of the view that the petitioners do not have a legal right which they can claim to be violated by the State respondents.

In such circumstances, **WPA 5229 of 2023** is **dismissed**.

Since no affidavits have been directed to be exchanged in the writ petition, the allegations contained therein are deemed not to have been admitted by the respondents.

All parties shall act on the server copies of this order duly downloaded from the official *website* of this Hon'ble Court.

Urgent photostat certified copies of this order, if applied for, be supplied to the parties upon compliance of all necessary formalities.

(Lapita Banerji, J.)