

15.03.2023
DL-73
(PP)

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

WPA 27656 of 2022

Abhik Chandra
Vs.
The State of West Bengal & Ors.

Mr. Debdutta Basu
....for the petitioner.

Ms. Kum Kum Das
....for the State.

The petitioner is working as a contractual employee with the West Bengal Transgender Persons Development Board (WBTPDB), Department of Women & Child Development and Social Welfare, Government of West Bengal. The petitioner was appointed by a letter of appointment dated October 16, 2020 for a period of 3 years in the position of support staff of WBTPDB. The petitioner was to receive a monthly consolidated pay of Rs.8,000/- from the date of joining of the post. Based on the performance of the petitioner the remuneration was to be hiked @ 5% per year.

Mr. Basu, learned counsel, appearing for the petitioner relies on a memo dated July 15, 2019 issued by the Finance Department, Government of West Bengal in order to agitate the grievance of the petitioner that he was entitled to a remuneration of

Rs.13,500/- from the date of appointment and not a remuneration of Rs.8,000/- per month. According to Mr. Basu, the said rate was applicable to all the contractual workers working with the State Government undertakings. Mr. Basu also refers to a notification dated February 26, 2020 issued by the Secretary to the Government of West Bengal, Women & Child Development and Social Welfare Department. He draws the attention of this Court to Clause 12 of the said notification which refers to the service conditions of the contractual staff. He also refers to a representation dated June 17, 2022 in support of his contention that the petitioner has claimed to be placed at par with all the contractual workers of the State Government undertakings in accordance with the memorandum dated July 15, 2019.

Ms. Das, learned counsel appearing on behalf of the State/respondents hands over the written instructions in Court today. Such instructions are retained with the records.

Considering the rival submissions of the parties and the materials placed on record, this Court is of the view that at the time of the contractual appointment of the petitioner on October 16, 2020 he was aware of the terms and conditions of contract. The petitioner agreed to work at a monthly

consolidated pay of Rs.8,000/-. The petitioner accepted such terms and conditions and worked till 2022 on the said terms and conditions without any protest or demur. Had the petitioner been appointed prior to July 15, 2019 and was not given the benefits that were being given to the other employees being similarly placed the case of the petitioner may have been different. The said memo was applicable to the employees who were already working with the companies, corporations, undertakings, statutory bodies etc. and not for employees who were subsequently employed.

Now the petitioner cannot seek to alter the said terms and conditions of appointment as stipulated in the letter of appointment dated October 16, 2020. If such a course of action is allowed, then the petitioner will be allowed to alter the terms and conditions of his contractual appointment unilaterally. The petitioner has not accepted the said terms and conditions of the contract without prejudice to his rights and contention at the time of his appointment.

Therefore, this Court finds no merit in the present writ petition.

Accordingly, **WPA 27656 of 2022** is **dismissed** for being misconceived.

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.)