

12.06.2024
Sl. No.10
(PP)

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

WPA 270 of 2024

Amar Nath Roy
Vs.
The Union of India & Ors.

Mr. Nikhil Kumar Gupta
....for the petitioner.

Mr. Madhu Jana,
Mr. Rahul Agarwala,
Mr. Golam Zaky
....for the Union of India.

Mr. Subhendu Sengupta
....for the State.

Affidavit of service filed in Court today is taken
on record.

The petitioner was engaged as a District Protection Officer, Non-Institutional Care (NIC), DCPS - North 24-Parganas on contractual basis for a period of one year with effect from the date of joining in terms of an engagement letter dated 27th January, 2014 issued by the Additional District Magistrate (T), North 24-Parganas. The petitioner says that he has been subsequently re-engaged and was working on 2nd February, 2023. The petitioner due to the health reason of his sister could not attend the office between 2nd February, 2023 and 17th February, 2023 without, however, any intimation and/or application

for leave. Due to such unauthorised absenteeism, the petitioner's contract of service was terminated in terms of provision 5 of the letter of engagement dated 27th January, 2014. The petitioner says that the contract of service was wrongfully terminated. The petitioner made a representation on 31st March, 2023 followed by an electronic mail dated 26th June, 2023. The petitioner says that none of the two letters were replied to and as such, the issue of unlawful termination of the contract of service remains pending.

After hearing the parties and considering the materials on record, I find that the petitioner's engagement was purely on contractual basis initially for one year which has subsequently been extended. As a contractual employee, the petitioner is governed only by the letter of engagement and by no other applicable rules. The petitioner was granted an opportunity of hearing prior to the termination of his contract of service. Thus, violation of principles of natural justice cannot be alleged. Assuming without admitting that the petitioner's service was unlawfully terminated then also it was a contractual one for a fixed period on temporary basis. The contract of service, therefor, can or could have been discontinued on the completion of the tenure which was available

to the petitioner during 2nd February, 2023 and 17th February, 2023.

The petitioner, therefor, cannot ventilate his grievances at this stage when after expiry of the tenure which was in subsistence between 2nd February, 2023 and 17th February, 2023. The petitioner thus has no right to seek reinstatement or be re-engaged after expiry of the tenure of contract of service by efflux of time. As a consequence thereof, the petitioner has no right to seek reinstatement and/or reengagement by invoking the jurisdiction under Article 226 of the Constitution of India.

The writ petition, therefor, fails and is accordingly dismissed.

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

(Arindam Mukherjee, J.)