

29.02.2024
Court No. 13
Item No. 118
pk

WPA 5261 of 2024

**Mrinal Kanti Das and Ors.
Vs.
The Union of India and Ors.**

Mr. Ashis Kumar Chowdhury,
Mr. Rajib Ghosh,
Mr. Babhru Bahan Bera,
Mr. Avishek Chatterjee

... ... for the Petitioners.

Mr. Pinaki Ranjan Chakraborty
Mr. Sujit Bhunia

... ... for the Union of India.

Mr. Nirbanesh Chatterjee
Mr. Ayan Banerjee

... ... for the respondent no. 4.

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

2. The petitioners were appointed as “Agromet Observers” in a centre called District Agromets Unit (DAMU) formed under the scheme called Gramin Krishi Mausam Sewa (GKMS). The said GKMS Scheme was promulgated pursuant to a MoU between the India Meteorological Department (IMD) and the Indian Council of Agricultural Research (ICAR). DAMU centres were formed in various districts across the country.

3. The petitioners were appointed contractual in the said DAMU for collection and dissemination of data to a centralized unit of the IMD. The selection and appointment of the petitioners were made through

various Universities, namely, Biswabharati University, Sriniketan, Uttarbanga Krishi Viswabidyalay, Ramkrishna Ashram, Loksiksha Parishad, West Bengal University of Animal and Fishery Sciences etc.

4. It is clearly mentioned in the Notification and letters of the engagement of the petitioners that it is purely temporary on a contractual basis and is co terminus with the GKMS Scheme on year to year extension basis. The petitioners were implicitly and explicitly barred from claiming any regularisation or absorption in the services of any of the Universities which were the nodal agencies implementing the Scheme.

5. Counsel for the petitioner submits that on 18.02.2022 the respondent no. 2 had extended the GKMS Scheme upto 31.03.2026.

6. The Ministry of Finance, Department of Expenditure was of the view that the data collection at the DAMU Centers was automatic. Analysis of data and preparation of forecast is done centrally. The DAMU staff therefore did not perform any serious work. Their engagement was not necessary any further.

7. Pursuant thereto IMD on 24.01.2024 took a decision that the services of staff under the DAMU under the GKMS Scheme would be discontinued after 29.02.2024.

8. Counsel for the petitioner would argue that since IMD and the Union Cabinet had taken a decision for continuation of the Atmosphere & Climate Research-Modelling Observing Systems & Services (ACROSS) from 14th Financial Commission till the next Finance Commission Cycle 2021-2026, the GKMS Scheme is deemed to continue in accordance with law. Such continuation is already evident from the letter dated 18.02.2022 of the IMD issued by the head of the Agromet Advisory Services Division. It is, therefore, submitted that services of the petitioners cannot be discontinued.

9. Reliance is also placed on the decision of the Odisha High Court dated 22.02.2024 passed in WP(C) 3875 of 2024 (Debasish Jena and others Vs. Union of India and others) and the decision of the Madhya Pradesh High Court at Jabalpur dated 27.02.2024 in WP 4610 of 2024 (Dharmendra Agase and others Vs. The Union of India and others). In both the cases the Odisha High Court and the Madhya Pradesh High Court have restrained the IMD and the other respondents from terminating the services of the petitioners therein. The petitioners herein are holding the same posts as the petitioners before the aforesaid two High Courts.

10. This Court, however, notes in the two decisions of the Odisha Madhya Pradesh High Courts that the

respondents had not made any submissions. Instructions were awaited and the copies of the writ petitions were directed to be served. The respondents, therefore, did not have occasion to place the facts before the two Courts. The contents of the said two writ petitions are also not before this court.

11. Before this Court counsel for the Union of India has made detailed submissions.

12. Having heard counsel for the parties and having carefully considered the writ petition, this Court finds that the petitioners have been appointed temporarily for one year. It was indeed stated that appointment will be co terminus with the project.

13. The period of appointment of each of the petitioners appears to have expired in 2020 and 2021 and no documents extending their engagement beyond the period of one year has been disclosed. There is, however, a pleading in the writ petition that the petitioners are receiving remuneration and are working even as on date.

14. Continuation in employment beyond the contractual period of service of one year must be deemed to be on a month to month or daily basis. What is, however, relevant is the fact that the petitioners' service have been made co terminus with the Scheme.

15. A fair interpretation of the expression “one year” from appointment read with expression “co terminus with the Scheme” and the fact that engagement was temporary, would imply that the petitioner never had any vested right of any employment either under the IMD or the ICAR or the Universities which appointed them. The same is clear and explicit from the terms and conditions of appointment. A contract for a period of one year and continued beyond that period, does not create any vested right in the petitioners to continue without any formal extension of their contracts. The expression “co terminus with the Scheme” does not necessarily mean that the petitioners are automatically bound to be engaged by the respondents until expiry of the scheme.

16. In the backdrop of the above, the continuation of the GKMS Scheme under the ACROSS Scheme of the IMD and the Ministry of Work Services until 31.03.2026 cannot be understood to create any specific right on the petitioners to continue in engagement beyond the period of one year of expiry of their contract. Any engagement beyond the aforesaid one year period, must be deemed to be casual.

17. In view of the above, this Court is of the view that the respondents cannot be compelled to engage the petitioners beyond 29.02.2024. There are sufficient reasons available for discontinuation of

services of the petitioners albeit temporary and contractual. The respondents have found that transmission of data at the DAMU is collected automatically through computers. Such data analysis is done by the IMD at a centralised place.

18. In that view of the matter, this Court does not find any ground to interfere with the impugned order dated 24.01.2024 issued on behalf of the Director General of India Meteorological Department (IMD).

19. Accordingly, the writ petition fails and is hereby dismissed.

20. All parties shall act on the server copy of this order duly downloaded from the official website of this Court.

(Rajasekhar Mantha, J.)