

11.11.2024
(D/L-12)
Ct. No.4
(Naba)

W.P.S.T. 127 of 2024

**Nirmal Das Baisnab & Anr.
Vs.
The State of West Bengal & Ors.**

Mr. Indrajit Biswas,
Sk. Samsul Arefin

... for the Petitioners.

Ms. Sonal Sinha,
Mr. Avishek Prasad

... for the Respondents.

1. Heard the learned Counsel for the parties.
2. Having been engaged as casual workers for a period of about six years, the petitioners have approached the authorities for grant of certain financial benefits under the memorandum dated 16.09.2011 and the subsequent memorandum dated 15.07.2019. The claim has been rejected by the authorities, vide reasoned order dated 07.07.2022, which was assailed before the West Bengal Administrative Tribunal, which has also rejected the claim of the petitioners.
3. The learned Counsel for the petitioners submits that they had approached the authorities pursuant to a direction passed by the Tribunal in the earlier round of litigation before the Tribunal. The rejection of the petitioners' claim is not sustainable for the reason that the petitioners had discharged their duties for a period of more than five years. Since the later memorandum dated

15.07.2019 contemplates grant of a fixed remuneration to casual/daily rated/contractual workers who have worked as such for five years, non-consideration of the petitioners' claim for grant of such benefit is unsustainable. The learned Tribunal has, therefore, committed a gross error in rejecting the petitioners' claim.

4. The learned counsel for the State on the other hand submits that the decision of the Tribunal is in accordance with the scheme contained in the two memorandums dated 16.09.2011 and 15.07.2019 for providing security of tenure and appropriate emoluments and other benefits to casual/daily rated/contractual workers upon fulfilment of certain conditions as contained therein. It is submitted that the period for which the casual/daily rated/contractual worker has discharged the functions is an issue relevant to grant of benefits under the said two memoranda, but only when the employee fulfils the other basic criteria of having worked continuously with at least 240 days in each year. Since the petitioners were engaged as agricultural workers from time to time as and when work in the farms demanded, for 14 to 15 days in a month only, they do not qualify this basic requirement for being extended the benefits under the memorandum dated

16.09.2011 or the memorandum dated 15.07.2019. It is the stand of the respondents that the petitioners' engagement was seasonal in nature as helping hand as per requirement for proper management of the farms. Such engagement was not against any sanctioned post.

5. On consideration of the rival submissions and on going through the records, we find force in the submission of the learned Counsel for the respondents. At paragraph 6.4 of the original application the petitioners have claimed as follows:

“ The applicants state that they were engaged as daily rated worker and they discharge their duties for 25 to 27 days in each month from the date of their engagement but instead of their working for 25 to 27 days in a month their remuneration have been paid as a piece rated worker for 14 to 15 days in a month instead of daily rated worker. The applicants state that as a result of that they have always been paid lesser remuneration than their entitlement for performing their work and their remuneration was sent to their Savings Bank Account.”

6. Petitioners have stated that they worked for 25 to 27 days in a year. Such statement of the

petitioners in OA is not corroborated by any material. In fact even in their own representation for benefits of the two memoranda, they have not stated that they had worked in any month for 25 to 27 days. On the contrary, we find that in the very same paragraph, it is the petitioners' specific claim that they have been paid remuneration only for 14 to 15 days a month for every year of work discharged by them. There is nothing on record to show that the petitioners at any time during the nearly six years while they claimed to have worked, they have raised any objection or made any claim for payment for more than 15 days in any month. Thus, even if we accept that petitioners have worked for 15 days in every month in between 2015 to 2021, it cannot be said that they have worked for 240 days in any year. They have never made any such claim of having worked for 240 days in any year, before any authority. We, therefore, are not inclined to accept that the petitioners have worked for 240 days in any year.

7. Petitioners, therefore, are not eligible for claiming benefit of the two memoranda dated 16.09.2011 and 15.07.2019, the object of which is to provide security of tenure, appropriate emoluments and certain terminal benefits to casual/daily

rated/contractual workers who have remained engaged for a considerable period of time, subject to 240 days attendance in each year.

8. That being the position, we do not find any force in the petitioners' claim raised before the Tribunal and find no reason to interfere with the order of the Tribunal.
9. The Writ Petition is dismissed.
5. There shall be no order as to costs.
6. Urgent photostat certified copy of this order, if applied for, be supplied to the parties subject to compliance with all requisite formalities.

(Madhuresh Prasad, J.)

(Supratim Bhattacharya, J.)