

20.11.2024

Sl. No. 26

Ct. No. 23

Srimanta

WPA/18461/2024

Paresh Manna & Anr.

-Vs.-

The State of West Bengal & Ors.

Mr. Abhinava Dan,
Mr. Nitish Samanta

...for the petitioners.

Affidavit-of-service filed in Court today be kept with the record.

The petitioners say that they were engaged on contractual basis as a 'Pump Operator' in Pump House -I of Chaitanyapur Zone - II of Pipe Water Supply Scheme (in short, PWSS) in the year 1998 and had worked thereat up to the year 2004 when the pumping service became defunct. The petitioners say that the pumping facility has been reinstated in 2023. The PWSS Project on being made operational has been handed over to Chaitanyapur Gram Panchayat, District - Purba Medinipore by Public Health Engineering Department (in short, PHE Department). The petitioners say that the respondent no. 7 has now been engaged as a contractual employee to operate the pump in the same position wherein the petitioners were engaged. The petitioners say that by engaging the respondent no. 7 the Government Department

have acted contrary to the settled principle of law that one contractual employee cannot be replaced by another contractual employee after terminating the former.

After hearing the petitioners as the respondents remain unrepresented despite service and considering the materials-on-record, I find that the petitioners were never engaged as a contractual employee by either the PHE Department or by the concerned Gram Panchayat. The petitioners were engaged through a contractor who was paid from the funds of PHE Department. The Gram Panchayat has also engaged a contractor through whom the respondent no. 7 as 'Pump Operator' has been engaged. Thus, the legal argument advanced by the petitioners that a contractual employee under the Government cannot be substituted by another contractual employee by terminating the former is not applicable in the instant case. The petitioners were an employee under a particular contract. The contractor has been changed after reinstatement of the pump station. The said contractor has engaged a new person being the respondent no. 7. That apart and in any event, there was no right at any point of time or had accrued subsequently in favour of the petitioners to seek a

direction in the nature of writ of mandamus directing reengagement.

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

(Arindam Mukherjee, J.)