

Court No. 2

25.6.2024

(Item No. ML-
191)

(AB)

**IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
Appellate Side**

W.P.A. 17852 of 2023

Dr. Deba Prasad Pal

VS

The State of West Bengal & Ors.

Mr. Deb Narayan Roy

.... For the petitioner

Mr. Lalit Mohan Mahata

Mr. Sadhan Kumar Halder

.....For the State

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

Mr. Deb Narayan Roy, learned advocate appears for the petitioner.

Mr. Lalit Mohan Mahata, learned Additional Government Pleader along with Mr. Sadhan Kumar Halder, learned advocate appear for respondent Nos. 1 to 5.

Rest of the respondents are not represented.

The petitioner claims his alleged contractual remuneration for the period during **July 10, 1979 to July 19, 2009**.

The claim of the petitioner has already been rejected by the respondent No. 8 by its reasoned communication dated **March 2, 2023, annexure P-8** at **page 45** to the writ petition with the following observation:

“In reference to your letter with subject mentioned above this is to inform you that your engagement was made on the approval of this

Department's Memo No. 3764-RD/PH&S/PH/2M-4/08 dated 15th June, 2009 and you had joined on 20.07.2009 as a part time contractual Homoeopathic Medical Officer at Gourhati-II Gram Panchayat under Arambagh Panchayat Samity in Hooghly district.

Accordingly there is no ground to meet up the claim for dues from 10.07.1979 to 19.07.2009 as mentioned in your petition."

The plea for rejection shows that, the petitioner had joined as a contractual Homoeopathic Medical Officer on **July 20, 2009** pursuant to the departmental memo dated **June 15, 2009**. Therefore, the question of paying the petitioner with his alleged dues **since 1979** did not and could not arise.

The reasons shown in the said communication dated **March 2, 2023** are just, proper and cogent.

Unless the employment is approved a contractual employee cannot claim any remuneration. The record shows that the Government approval memo was dated **June 15, 2009** for the contractual employment of the petitioner.

In view of the foregoing discussions and reasons this Court is of the view that, there is no scope for any interference with the said impugned reasoned communication dated **March 2, 2023**.

Accordingly, this writ petition **W.P.A. 17852 of 2023** being devoid of any merit, thus, stands **dismissed**, without any order as to costs.

Urgent certified photo copy of this order, if applied for, be supplied to the parties expeditiously on compliance of usual legal formalities.

(Aniruddha Roy, J.)