

03.09.2024
Item No.5
gd/ssd

MAT/1643/2024
THE DISTRICT & SESSIONS JUDGE NORTH 24
PARGANAS AND ANR.
VS
WEST BENGAL COURT EMPLOYEES ASSOCIATION
AND ORS.
IA NO: CAN/1/2024

Ms. Parna Roy Choudhury
..for the Appellants.

Mr. Firdous Samim,
Ms. Gopa Biswas,
Ms. Payel Shome,
Ms. Sampriti Saha
..for the Respondents.

1. This intra court appeal by the learned District and Sessions Judge, North 24-Parganas is directed against the interim order dated 31th July, 2024 in WPA 16317 of 2024 which writ petition was filed by the West Bengal Courts' Employees' Association.

2. The learned counsel appearing for the appellants would submit that by virtue of interim order granted the appellant is unable to proceed further with the notification dated 26th February, 2024 so far as it concerns the district of North 24-Parganas.

3. As could be seen from the impugned order the learned writ court even at the interim stage has elaborately considered the submissions qua the correctness of the notifications dated 28th February,

2024 and 14th March, 2024 and granted an interim order directing that no further steps can be taken in terms of the two employment notifications dated 28th February, 2024 and 14th March, 2024. Further, it was clarified that any steps taken in terms of the said two notifications till the date of the order i.e. on 31.07.2024 shall abide by the result of the writ petition.

4. It was made clear that any engagement made in terms of the said two notifications shall not create any equity in favour of the person was engaged. The learned writ court also fixed strict time lines within which affidavit-in-opposition has to be filed and reply to the said affidavit.

5. Thus, it is seen that the recruitment to be made pursuant to the notification dated 26th February, 2024 the appeal is disposed of with the said clarifications. On the larger issue the court expressed its concern not only to the learned advocate for the appellant but also to the learned Government Pleader and also to the learned counsel for the writ petitioner.

6. The grievance of the writ petitioner prima facie appears to be correct since promotional posts are sought to be filled up by contractual engagement.

7. It cannot be disputed by the State Government that confidentiality, safety of records are primary responsible in the courts in the country.

8. By making contractual appointment that too against vacancies which have arisen in the promotional posts, it will demoralize the work force who aspire and desire to be considered for promotion to the higher post.

9. It is not clear as to why the State Government has not commenced the recruitment process in fact this has also been noted by the learned Single Bench in the interim order dated 31th July, 2024.

10. Keeping these issues open as a High Court we are also concerned about the difficulties faced by the learned District Judges and other Judges in the various Judgeship in the State of West Bengal. The situation in the High Court is no better. Contractual engagement/appointment can be made in exceptional circumstances where there are genuine difficulty in not being able to fill up the posts which are sanctioned post.

11. Apart from that, periodical recruitment of the strength is required in every establishment more particularly in the court establishments. Whenever proposals are sent for creation of posts, invariably the reply received by the High Court from the State Government is granting permission for contractual appointments. This step is not appreciable.

12. In any event all these issues will be thoroughly adjudicated in the writ petition and we

direct the respondents to file their affidavit-in-opposition not later than 13th September, 2024; reply, if any, within 20th September, 2024 and in terms of the liberty granted by the learned Single Bench the learned counsel for the petitioner can mention before the learned Single Bench of early listing of the writ petition.

13. With the above observations, the appeal stands disposed of.

(T. S. SIVAGNANAM)
CHIEF JUSTICE

(HIRANMAY BHATTACHARYYA, J.)