

22-02-2024
ct no. 13
Sl. 137
pk

WPA 22970 of 2023

Ranajit Mazumder

-Versus-

Chairman-cum-District Judge, District Legal Services
Authority, Purba Bardhaman & Ors.

Mr. Niladri Sekhar Ghosh,
Mr. Sourav Mondal,
Mr. Mukul Biswas,
Mr. Rony Mondal

..for the petitioner

Mr. Arjun Roy Mukherjee,
Mr. Subhendu Sen Gupta

...for the State

Mr. Soumyajit Bhatta,
Mr. Chandan Saha

... for the private respondent.

1. The petitioner is aggrieved by a letter issued by the Chairman, D. L. S. A., Purba Bardhaman dated 28.06.2023, terminating his contract of service as L.D.A. cum Secretary cum Accountant, SDLSC, Kalna, Purba Bardhaman.
2. The brief facts of the case are that the Chairman of SDLSC, Kalna received a complaint from one Lakshmi Mazumder that the petitioner demanded a sum of Rs.1,00,000/- from her for providing a job to her in the DLSA.
3. The Chairman, D.L.S.A. upon receipt of the complaint made enquiries. A report of the Additional District Judge cum Chairman, SDLSC, Kalna also indicated allegations against the petitioner of taking money from

several persons for providing job. It also appears that the Kalna Police Station has submitted a report to the D.L.S.A confirming the allegations against the petitioner. Criminal proceedings may be under way against the petitioner.

4. In the backdrop of the above, this Court is of the view that the show cause issued to the petitioner and reply submitted thereto would amount to substantial complaint of principles of natural justice. In the absence of any rule mandating an opportunity of personal hearing, the petitioner cannot be entitled to the same. Admittedly the service of the petitioner is contractual.
5. This Court, therefore, does not find any infirmity to the impugned order and the letter of termination.
6. WPA 22970 of 2023 is disposed of.
7. There will be no order as to costs.
8. Urgent photostat certified copy of this judgment, if applied for, be given to the parties upon compliance of all formalities

(Rajasekhar Mantha, J.)