

23.12.2024
Court No.23
ML – 26
(PP)

**In the High Court at Calcutta
Constitutional Writ Jurisdiction
Appellate Side**

WPA 23691 of 2024

**Hemanta Kumar Roy
versus
The State of West Bengal & Ors.**

Mr. Sayan Banerjee,
Mr. Suparna Dutta

.... for the petitioner.

Mr. K. J. Yusuf,
Ms. Munmun Ganguly

....for the State.

The petitioner submitted his candidature in terms of a contractual employment notice dated 29th January, 2014. The notice clearly states that the engagement will be purely on contractual basis initially for a period of six months subject to periodical evaluation and performance by the authority concerned and pro-terminus with project period. The maximum age limit provided in the said notice for making an application was 62 years, having good health for the specified job. The petitioner, on being successful, was engaged pursuant to an engagement letter dated 3rd July, 2014 and was allowed to work up to the age of 60 years. The petitioner says that since the contractual employment notice provided for a maximum age limit of 62 years, which will mean that any person not only up to the age of 62 years can apply for being engaged on contractual

basis but also should be allowed to work up to 62 years. The petitioner should, therefor, be permitted to work as a contractual employee up to the age of 62 years. The petitioner also says that by the circular dated 29th August, 2024 issued by the Director of Agriculture & E.O.S. & SNO-ATMA-West Bengal by stipulating that not to renew the contract of services of any ATMA functionaries beyond 60 years in future with immediate effect is contrary to the contractual employment notice dated 29th January, 2014 and should be quashed and/or cancelled and the petitioner should be permitted to work up to the age of 62 years.

On behalf of the respondents, the guidelines for Support to State Extension Programmes for Extension Reforms (ATMA) Scheme, 2018 is placed before the Court. By referring to clause 2.9(i) of the said guidelines, it is submitted that the Central Government had directed the Project Director to engage ATMA on contract basis through a mechanism identified by the State and they should be preferably below 45 years of age as their work involves extensive travel/field activities etc. On the basis of this instruction given by the Central Government, the notification dated 29th August, 2024 was issued.

After hearing the parties and considering the materials on record, I find that the petitioner was engaged purely on contractual basis. The contract

period, however, could be extended depending upon the performance of the petitioner. The petitioner had worked up to the age of 60. The petitioner as appears from the affidavit appended to the writ petition filed on 17th September, 2024 is aged about 60 years.

The issue of maintainability of the writ petition on the ground that the petitioner was engaged on contractual basis against a civil post under the State thereby attracting the provisions of section 15, 28 and 3(q) of the Administrative Tribunals Act, 1985 is also not taken into consideration keeping in mind the present situation at the Tribunal and the engagement being on contractual nature.

Be that as it may, there cannot be any mandatory direction given in respect of contractual appointment, the terms whereof is specified in the appointment letter or any subsequent agreement between the parties. The nature of engagement in the instant case did not provide any assurance to the petitioner that he shall be allowed to work up to the age of 62 years. His job was terminable at any point of time or even could be discontinued on having not been extended or the contract being not renewed. The fixation of age limit is a policy matter. The Government has clearly expressed that no one should be permitted to be engaged on contractual basis beyond 60 years. No right for being allowed to work up to 62 years has been demonstrated

by the petitioner before this Court. In absence of any mandatory provision, the direction to allow the petitioner to continue up to 62 years cannot be granted. Even the Courts are loathe in interfering with the policy decision like fixing the age up to which a contractual employee should be permitted to work.

In the aforesaid facts and circumstances, the writ petition fails and is accordingly dismissed.

Since I have not called for any affidavits, the allegations contained in the writ petition are deemed to have not been admitted by the respondents.

Urgent photostat certified copy of this order, if applied for, be given to the parties upon compliance of all necessary formalities.

(Arindam Mukherjee, J.)