

03.05.2024
(M/L 727)
Ct.-18
(Susanta)

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION

W.P.A. 24913 of 2023

Sakuntala Gope

-Vs-

The State of West Bengal & Ors.

Mr. Saibal Acharjee,
Mr. Ambu Bindu Chakraborty,
.... For the Petitioner.

Mr. Pinaki Dhole,
Mr. Sayan Datta,
.... For the State.

Affidavit-of-service filed on behalf of the petitioner be
kept with the record.

The petitioner is a Para Teacher attached with
Ramlalpur Ghanaban High School, Bankura.

The petitioner praying release of her all service benefits
for the period from January 18, 2010 to November 09, 2016,
had filed a writ petition being WPA 9461 of 2023.

A Co-ordinate Bench of this Court by the order dated
May 03, 2023 had disposed of the said writ petition by
directing the District Education Officer, Samagra Siksha
Mission, Bankura, the respondent no. 3 herein to consider the
said prayer of the petitioner.

In compliance with the said direction, the said
respondent by the impugned order dated July 25, 2023 has
rejected the prayer of the petitioner, holding that the petitioner
was not on duty for the said period, as such is not entitled to
the remuneration and other benefits thereto.

Mr. Acharjee, learned advocate for the petitioner
submits that the District Project Officer in his order dated

October 25, 2006 has clearly held that the Managing Committee of the school illegally did not renew the service agreement with the petitioner, therefore the prayer of the petitioner for release of her remuneration and other benefits for the said period is well justified.

Mr. Dhole, learned advocate for the State, on the other hand submits that the appointment of the petitioner is purely contractual, the authorities are not bound to renew the said contract, therefore the prayer of the petitioner is misconceived.

Heard the learned advocates for the parties, perused the materials on record. The appointment of the petitioner is contractual. Unreasonable denial to renew the said contract may give rise to a cause of action to claim damages against the party in default, but in view of such nature of her appointment, the petitioner is not entitled to recover the remuneration or other benefits attached with her such appointment for the period for which the said contract was not renewed.

W.P.A. 24913 of 2023 is therefore dismissed without any order as to costs.

Parties to act on the server copy of this order duly downloaded from the official *website* of this Court.

Urgent photostat certified copies of this order, if applied for, be supplied to the parties subject to compliance with all requisite formalities.

(Biswajit Basu, J.)