

S/L 24
18.09.2024
Court. No. 551
Sourav

WPA 32948 of 2014

Pratima Bar (Mondal)

Vs.

The State of West Bengal & Ors.

Mr. Bhaskar Chandra Manna

...for the petitioner.

Mr. Sadhan Kr. Haldar

For the State.

1. By filing the instant writ petition, the writ petitioner has prayed for issuance of an appropriate writ against the respondents, more specifically, the respondent no. 6 i.e., the B.D.O., Khejuri – II Block, P.S. Khejuri, District – Purba Medinipore to release her arrears salary since May, 2009 till date along with other ancillary reliefs.
2. In course of his submission, learned advocate for the writ petitioner at the very outset draws attention of this Court to Page Nos. 25 to 27 of the writ petition being a copy of agreement dated 25.05.2003 as executed by and between the writ petitioner and the then Secretary of Bonbasuria Sishu Siksha Kendra, hereinafter referred to as the “said Siksha Kendra” whereby and whereunder the present writ petitioner was appointed as 3rd Sishu Sahayika in the said Siksha Kendra for a period of one year purely on contractual basis. Drawing attention to Page Nos. 37 to 39 of the writ petition, it is submitted on behalf of the writ petitioner that thereafter said contractual appointment was renewed year to year basis.

3. It is submitted on behalf of the writ petitioner that on account of change in the managing committee of the said Siksha Kendra, the writ petitioner was resisted from entering into the said Siksha Kendra and finding no other alternative, the writ petitioner approached this Court by filing W.P. No. 18195 (W) of 2010 wherein a co-ordinate Bench of this High Court by an order dated August 30, 2010 directed the S.P., Purba Medinipore to provide security by employing police guard at her expenses if the said S.P. finds that the life of the writ petitioner is in danger.
4. The said order was carried to an appeal by the then Secretary of the said Siksha Kendra and by an order dated 17.01.2011, a Division Bench of this Court in MAT 1497 of 2010 passed almost similar such order. It is submitted that thereafter police protection was given to the writ petitioner and the writ petitioner is still performing her duty as 3rd Sishu Sahayika though she was permitted to put her signature in the attendance register up to 2011. It is submitted further that though the writ petitioner performed her duties till date, she was not allowed to put her signature in the attendance register in the said Siksha Kendra.
5. Per contra, the learned advocate for the respondent/authorities submits before this Court that from the records of the said Siksha Kendra, it would reveal that the writ petitioner performed her duty as 3rd Sishu Sahayika till 17.05.2011 and on and from 18.05.2011, she remained absent. It is further argued on

behalf of the respondent/authorities that since the employment of the writ petitioner is purely contractual and year to year basis, the writ petitioner is not entitled to get her job renewed as of right. Learned advocate for the respondent/authorities, however, denied and disputed that the writ petitioner performed her duties since 18.05.2011 till date.

6. After careful consideration over the materials as placed before this Court and after hearing the learned advocates for the contending parties, it reveals that admittedly the present petitioner was appointed in the said Siksha Kendra as 3rd Sishu Sahayika purely on a contractual basis which is extended from year to year. Admittedly, no document is forthcoming that after 26.05.2009, further agreement and/or contract was executed in between the writ petitioner and the Secretary of the said Siksha Kendra.
7. However, from the affidavit-in-opposition, it would reveal that the present writ petitioner performed as 3rd Sishu Sahayika till 17.05.2011. Such being the position, this Court is of considered view that the writ petitioner is entitled to get her salary at least till 17.05.2011.
8. In view of such, while disposing the writ petition, the respondent no. 6 i.e., the B.D.O., Khejuri – II Block, P.S. Khejuri, District – Purba Medinipore is hereby directed to disburse admissible salary of the writ petitioner till 17.05.2011 at the rate as has been agreed upon vide agreement dated 26.05.2009 positively

within two months from the date of communication of this order, if not disbursed in the meantime.

9. Since there lies a dispute as to whether on and from 18.05.2011 till date, the writ petitioner performed her duty as 3rd Sishu Sahayika, the same is required to be adjudicated by the S.D.O., Contai by appreciation and assessment of the evidence both oral and documentary to be adduced by the writ petitioner and the Secretary of the said Siksha Kendra.
10. In view of such, the S.D.O., Contai is directed to cause service of notice upon the writ petitioner and the Secretary of the said Siksha Kendra for their appearance before him and thereafter, he shall fix dates not exceeding six days for adducing evidence by the writ petitioner and the Secretary of the said Siksha Kendra both oral and documentary and thereafter, he shall pass a reasoned order with regard to the entitlement of the writ petitioner of her salary from 18.05.2011 till date. The entire process of adjudication as referred to above is to be concluded by the S.D.O., Contai positively within four months from the date of communication of this order.
11. With the aforementioned observations, the instant writ petition being **WPA 32948 of 2014** is disposed of.
12. Both the S.D.O., Contai and the B.D.O., Khejuri – II Block, P.S. Khejuri, District – Purba Medinipore are directed to act on the server copy of this order.

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

(Partha Sarathi Sen, J.)