

W.P.A. 8792 of 2025

**Paramita Mondal @ Ghosh
Vs.
The State of West Bengal & Ors.**

Mr. Anish Kr. Roy
Mr. Syed Murshid Alam
Mr. Subrata Ghosh
Ms. Amrita Sen
Mr. Kalu Halder
Mr. Nabiul Islam

...for the Petitioner

Mr. Biswabrata Basu Mallick
Mr. Biman Halder

...for the State

Mr. Amartya Pal

...for the School Authority

Grievance of the petitioner is though she was appointed as temporary Computer Teacher in Champadanga High School, Hooghly (hereinafter referred to as 'said school') vide engagement letter dated 7th June, 2006 but from January 2025 she was not permitted to function as temporary teacher. Prayer is made for issuance of mandamus directing the concerned respondent authorities to permit the petitioner to continue as temporary teacher in the said school. In support of case made out in the writ petition it is submitted petitioner was engaged as a temporary teacher in terms of Notification No. 219-SE (HS)

6A-5/01 dated 6th June, 2002 whereby 900 posts of part-time teachers for higher secondary section in higher secondary schools in West Bengal on a fixed pay of Rs. 2000/- per month on contract basis were created and decided to be filled up and petitioner was one of such candidates who was engaged in terms of said notification dated 6th June, 2002. Therefore, it is submitted that petitioner is entitled to continue as part-time teacher and her service cannot be terminated without following procedure.

While deciding the right of the petitioner to continue as part-time teacher this Court is required to consider that the posts sanctioned and meant for part-time teachers were required to be filled up as per terms and conditions laid down in said notification dated 6th June, 2002. The Director of School Education published guidelines for recruitment of part-time assistant teachers of recognized non Government Higher Secondary Schools/Madrasas in terms of Government Order No. 1253-SE (S) dated 9th September, 2002 and as per said guidelines all appointments were required to be made strictly according to the aforesaid guidelines and against such part-time teaching posts only which were

sanctioned by the School Education Department. All the candidates were required to be selected by the Selection Committee which was constituted in terms of said guidelines. The guidelines made it also clear that before issuing appointment letter the contract paper in the proforma prescribed by the Director of School Education would have to be signed by the candidate and the school authority. All the candidates selected in terms of said guidelines were required to sign the “proforma for appointment of part-time teacher in Higher Secondary Section on contractual basis”.

In order to make out a case that petitioner was appointed in terms of notification dated 6th June, 2002 it needs to be established that she was selected by the Selection Committee and on signing the proforma for appointment of part-time teacher in higher secondary section on contractual basis. However, nothing is forthcoming from where it can be inferred that petitioner on following said notification dated 6th June, 2002 and connected guidelines was appointed as part-time teacher. Rather on perusal of engagement letter dated 7th June, 2006 which is at page 14 of the writ petition it transpires that it was a mere appointment by the

school authority without following relevant recruitment norms and guidelines. Hence, no enforceable right accrues in favour of the petitioner requiring issuance of mandamus to protect the right of the petitioner for continuity of her service. In this regard reliance is placed on the judgment of the Hon'ble Apex Court reported in **(2006) 4 SCC 1, (Secretary, State of Karnataka and others Vs. Uma Devi III and others)**.

In aforesaid conspectus no relief can be granted to the petitioner.

Writ petition stands dismissed.

Urgent photostat certified copy of this order, if applied for, be given to the parties on usual undertaking.

(Saugata Bhattacharyya, J.)