

S/L 6+7
10.03.2025
Court. No. 551
Suwayan/
sb

WPA 25320 of 2010

Purnima Dandapat Ghosh
Vs.
The State of West Bengal & Ors.

With
WPA 1111 of 2011

Paresh Sutradhar & Anr.
Vs.
The State of West Bengal & Ors.

Mr. Tarapada Das
Mr. Chandan Dutta
Mr. Goutam Malik

*...for the petitioner in WPA 25320 of 2010 &
for the private respondent in WPA 1111 of 2011.*

Mr. Achintya Kr. Banerjee
Mr. Indumouli Banerjee

*...for the petitioners in WPA 1111 of 2011 &
for the respondent nos. 4 & 5 in WPA 25320 of 2010.*

Mr. Suman Dey
Miss. Suman Singh

...for the State in WPA 25320 of 2010.

1. This Court has heard Mr. Das, learned Advocate duly assisted by Mr. Malik, learned Advocate appearing on behalf of the writ petitioner in WPA 25320 of 2010 and the private respondent in WPA 1111 of 2011, Mr. Dey, learned Advocate appearing on behalf of the respondents/State in WPA 25320 of 2010 and Mr. Banerjee, learned Advocate appearing on behalf of the writ petitioners in WPA 1111 of 2011 and the respondent nos. 4 and 5 in WPA 25320 of 2010.
2. By filing WPA 25320 of 2010 the writ petitioner has practically prayed for issuance of writ of mandamus upon the respondent nos. 4 and 5 to implement the

direction of the District Project Officer, Sarba Siksha Mission, Bankura (hereinafter referred to as 'DPO, Bankura') as has been communicated to the writ petitioner as well as to the private respondent nos. 4 and 5 under cover of his memo dated 10.09.2010 whereby and whereunder the said DPO, Bankura directed the private respondent nos. 4 and 5 of WPA 25320 of 2010 to take immediate steps for renewal of contract of Smt. Purnima Dandapat (Ghosh) by extending fresh contract as a Para Teacher of the School of the respondent no. 4, i.e.; Bhedua Salboni Naba Siksha Mandir (H.S.), P.O.-Salboni, District – Bankura (hereinafter referred to as the 'said school' in short).

3. In course of hearing Mr. Das, learned Advocate appearing on behalf of the writ petitioner/Para Teacher at the very outset draws attention of this Court to the averments made in WPA 25320 of 2010. It is contended by him that it is undisputed that the writ petitioner was appointed as a Para Teacher in the said school firstly on 07.03.2008 initially for a period of one year, however, such appointment was renewable as year to year basis subject to satisfactory performance. It is contended that the writ petitioner's said employment was renewed for the second term on and from 09.03.2010 and all on a sudden by issuing a letter dated 10.05.2010 the then Secretary of the said school intimated the writ petitioner/Para Teacher that further renewal of such

contract could not be done on account of non-satisfactory service of the writ petitioner/Para Teacher. The said letter dated 10.05.2010 as issued by the then Secretary of the said school was assailed by the writ petitioner/Para Teacher by filing WP 14327 (W) of 2010 which came to be disposed of on 28.07.2010 by a co-ordinate Bench of this court by passing the following order:

“.....

Having regard to the nature of controversy raised herein, this Court finds no reason to keep the writ petition pending. The same stands disposed of with a direction upon the District Project Officer to conduct enquiry for ascertaining whether the performance of the petitioner was in fact unsatisfactory as alleged by the school or not. Such enquiry shall be conducted within 7 days from date of receipt of a copy of this order. The report of enquiry shall thereafter be placed by the District Project Officer, Sarba Siksha Mission, Bankura before the District Project Director, Sarba Siksha Mission, Bankura for his final decision. The District Magistrate shall decide the issue within a further period of two weeks from date of receipt of report from the District Project Officer. In the event the decision of District Magistrate is adverse to the interest of the petitioner, the same shall be supported with reasons and communicated to her. On the contrary, if the allegation of unsatisfactory performance is not found to be well-substantiated, the District Project Officer shall issue direction on the Managing

Committee to re-engage her by executing fresh contract.

.....”

4. At this stage, Mr. Das, learned Advocate appearing on behalf of the writ petitioner/Para Teacher draws attention of this Court to Annexure – P4 being a copy of letter dated 10.09.2010 as issued by DPO, Bankura. For effective adjudication of the instant *lis* the contents of the said letter is required to be looked into and the same is also quoted hereinbelow in verbatim:

“In compliance with the order passed by his lordship The Hon’ble Justice Dipankar Dutta in the above mentioned writ petition an enquiry was caused by District Project Officer, Sarva Sikhsha Mission, Bankura which was duly placed before the District Magistrate, Bankura & District Project Director, Sarva Sikhsha Mission, Bankura for his final decision.

As per decision, it is found that the grounds cited by School Management Committee for non renewal of contract of Smt. Purnima Dandapath as Para Teacher in Bhedua Salboni Nabo Sikhsha Mandir is not satisfactory and does not stand.

Thus it is directed to the concerned School Managing Committee for taking immediate necessary action for renewal of contract of Smt. Purnima Dandapath by extending fresh contract.

All concerned be informed accordingly.”

5. It is submitted by Mr. Das, learned Advocate for the writ petitioner/Para Teacher that even after issuance of such direction by the DPO, Bankura under cover of

his memo dated 10.09.2010 pursuant to the decision of the District Magistrate, Bankura and the District Project Director, Sarva Sikhsha Mission, Bankura the respondent nos. 4 and 5 being the then headmaster and Managing Committee of the said school had flouted the said direction of the DPO as communicated vide memo dated 10.09.2010 and thus the writ petitioner/Para Teacher had to approach this Court by filing the WPA 25320 of 2010.

6. Drawing attention to the affidavit-in-opposition as filed by the school authorities in WPA25320 of 2010, it is further argued by Mr. Das that in the said affidavit-in-opposition no satisfactory explanation could be given by the school authorities as to what prompted them not to give adherence to the communication dated 10.09.2010 as made by the DPO Bankura. It is further submitted by Mr. Das that in WPA 1111 of 2011 the writ petitioner/school has also miserably failed to make out a case for obtaining any relief i.e. for issuance appropriate writ for quashing of the memo dated 10.09.2010, as discussed hereinabove.
7. In course of his submission, Mr. Dey, learned advocate appearing on behalf of the State respondents in WPA 25320 of 2010 draws attention of this Court to the report dated 30.01.2025 as submitted by the District Education Officer, Samagra Shiksha Mission, Bankura. It is submitted by Mr. Dey that from the said report it would reveal that the Managing

Committee of the said school did not comply the direction for extending a fresh contract as directed by the DPO, Bankura. It is further submitted by Mr. Dey that in the meantime vide memo dated 16.11.2010 the respondent State has taken a policy decision that the service of para teacher is extended on attainment of 60 years of age instead of renewal of the same year to year basis, however, there will be an annual system of objective appraisal of their performance through an open performance report as per the format to be prepared and circulated by the State Project Director, Sarba Siksha Mission, West Bengal, keeping in mind the duties and responsibilities of the para teacher as laid down at Annexure-I to the memo no. 886-SE(Pry)/PBRPSUS/ADMN/9/04-05 (Pt.II) dated 16.11.2010.

8. On being asked by this Court Mr. Dey, learned advocate appearing on behalf of the State respondent submits before this Court that so far as the reappointment of the writ petitioner is concerned the school authority is duty bound to carry out the direction as communicated to them vide memo dated 10.09.2010 by the DPO, Bankura.
9. Per contra, Mr. Banerjee, learned advocate appearing on behalf of the writ petitioner in WPA 1111 of 2011 and the private respondent nos. 4 and 5 in WPA 25320 of 2010 though not disputed the appointment of the writ petitioner as a para teacher in the said school but in course of his argument he draws

attention of this Court to the Annexure P-4 at page 36 of WPA 1111 of 2011, being a copy of the resolution adopted by the then Managing Committee on 03.04.2010. It is submitted by Mr. Banerjee that from the copy of the said resolution at page 36 of WPA 1111 of 2011 it would reveal that the Managing Committee of the said school came to a specific finding that though the academic council and the staff council had got no grievances against the writ petitioner/para teacher but considering the grievance raised by the guardian members of the said school, the renewal of service of the writ petitioner/para teacher could not be given.

10. In his next limb of submission Mr. Banerjee contended that immediately after receipt of the memo dated 10.09.2010 from DPO, Bankura, the school authority made several correspondences with the said DPO Bankura, District Project Officer, Sarba Siksha Mission, Bankura for obtaining a copy of the enquiry report as conducted by the District Magistrate, Bankura, but no such copy of the said enquiry report was forwarded to the school authority. It is further submitted by Mr. Banerjee that the enquiry as conducted by the appropriate authority pursuant to the direction given by a Coordinate Bench of this Court vide its judgment and order dated 28.07.2010 is violative of principles of natural justice since, in the said enquiry the school authority was deprived of making their submission and even the school

authority was not called for hearing prior to passing of a favourable order in favour of the writ petitioner/para teacher.

11. Mr. Banerjee thus argues that the communication dated 10.09.2010 as issued by the DPO Bankura has got no legal basis and thus the school authorities are very much justified in not executing fresh contract with the writ petitioner/para teacher.
12. In course of his submission Mr. Banerjee places reliance on the following reported decisions:-
13. 1) **Naseem Bano (Smt) vs. State of U.P. And Others**, reported in **1993 Supp (4) SCC 46**; (2) **State of Tripura And Others vs. Jhuma Gupta (Smt) And Others**, reported in **1999 SCC (L&S) 622**; (3) **Union of India And Others vs. Major Bhadur Singh**, reported in **(2006) 1 SCC 368**.
14. Upon careful consideration of the entire materials as placed before this Court and after giving due adherence to the submissions of the learned advocates for the contending parties it remains undisputed that the writ petitioner in WPA 25320 of 2010 was first appointed as a para teacher on 07.03.2008 in the said school initially for a period of one year and thereafter her said engagement was renewed for a further period of one year with effect from 09.03.2009.
15. It is also undisputed that since the writ petitioner's said contractual appointment was not renewed the petitioner felt aggrieved and filed WPA 14327 of 2010.

In the said earlier round of litigation a Coordinate Bench of this Court vide its judgment and order dated 28.07.2010 disposed of the said writ petition in the manner indicated in the foregoing paragraph. Undisputedly, under cover of his memo dated 10.09.2010 DPO Bankura, directed the said school authority to take immediate steps for renewal of the contract of the writ petitioner/para teacher and in the said letter of communication dated 10.09.2010 it has been specifically stated that the enquiry report was placed before the District Magistrate and the District Project Director, Sarva Sikhsha Mission, Bankura for their final decision and it was found that the grounds cited by the school authority for non-renewal of the contract was not satisfactory.

16. In course of his argument Mr. Banerjee, learned advocate appearing on behalf of the school authorities though vehemently contented that the said communication dated 10.09.2010 is not at all binding upon the school authority since the school authority was not called in the said enquiry as directed by this High Court in the earlier round of litigation, but on careful perusal and consideration of the entire correspondences as has been annexed with WPA 1111 of 2011 it reveals to this Court that though the school authority made several correspondences with the DPO Bankura and the District Project Director, Bankura for obtaining the enquiry report but in none of the letters the school authorities have ventilated

their grievance regarding not allowing them to participate in the said enquiry proceeding. On the contrary, it appears to this Court that such stand was taken for the first time before this writ court.

17. This Court has occasion to go through Annexure P-4 at page 36 and Annexure- P-11 at page 50 of WPA 1111 of 2011 being a copy of the resolution dated 03.04.2010 and a copy of the letter dated 06.01.2011 written by the Secretary of the said school to the Director of the Sarva Siksha Avijan, West Bengal. On a comparative study of the contents of the copy of the said resolution and the contents of the said letter dated 06.01.2011 it reveals to this Court that the stand of the school authorities in the said resolution and in the said letter are diametrically opposite since in the resolution dated 03.04.2010 it has been resolved by the members of the Managing Committee of the said school that the academic council and the staff council of the said school had got no allegation against the writ petitioner while in the letter dated 06.01.2011, the secretary of the said school made some unfounded allegations against the writ petitioner. It, thus, appears to this Court that the school authorities had taken contrary stand while issuing the letter dated 06.01.2011.

18. As rightly argued by Mr. Dey, learned advocate appearing on behalf of the State/respondent that since DPO Bankura is the higher authority to the school authority and since the appointment of a para

teacher is made subject to the approval of the DPO and District Project Director, Sarva Shiksha Mission, the school authorities is bound by the decision of the appropriate authority of Sarva Shiksha Mission, Bankura.

19. As per the direction of this Court, Mr. Debasish Gorai, Headmaster cum Secretary, Managing Committee of the said school is present today before this Court in virtual mode. On being asked by this Court, Mr. Gorai submits before this Court that at present the Managing Committee of the said school is agreeable to act in accordance with the direction passed by this Court.
20. Considering the entire aspects as discussed hereinabove, this Court finds no justification on the part of the school authority of the said school in not complying the memo dated 10.09.2010 as communicated by them by the District Project Officer, Bankura. It is pertinent to mention herein that as on 30th January, 2025, the District Education Officer, Sarva Shiksha Mission, Bankura, had submitted a report to the effect that the Managing Committee of the said school did not comply with the direction for extending fresh contract of the writ petitioner/para teacher. It is, thus, appears to this Court as on this day, the State has got no objection if the writ petitioner's prayer for renewal of contract as para teacher is allowed.

21. Considering such fact, this Court while disposing of the instant two writ petitions, being WPA 25320 of 2010 and WPA 1111 of 2011 directs the respondent no. 5 i.e. Headmaster cum Secretary, Managing Committee of Bhedua Salboni Naba Siksha Mandir (H.S) to implement the direction as conveyed to them vide memo dated 10.09.2010 by the District Project Officer, Sarva Shiksha Mission, Bankura in its letter and spirit positively within a fortnight from the date of communication of this order, however, the renewal of contract of the writ petitioner/para teacher that is, Purnima Dandapat (Ghosh) shall be guided by Government of West Bengal School Education Department memo no. 886-SE(Pry)/PBRPSUS/ADMN/9/04-05(Pt.II) dated 16.11.2010.
22. The time limit as fixed by this Court is mandatory and peremptory. Headmaster cum Secretary, Managing Committee of Bhedua Salboni Naba Siksha Mandir (H.S) is directed to act on the server copy of this order.
23. Mr. Banerjee, learned advocate appearing on behalf of the school authority is hereby requested to communicate a server copy of this order to the Headmaster cum Secretary, Managing Committee of Bhedua Salboni Naba Siksha Mandir (H.S) for his immediate compliance.
24. Liberty is given to the learned advocate for the writ petitioner to forward a server copy of this order to the

Headmaster cum Secretary, Managing Committee of
Bhedua Salboni Naba Siksha Mandir (H.S).

25. Before parting with, it is, however, made clear that the writ petitioner/para teacher in WPA 25320 of 2010 is entitled to get her salary/wages from the date of her actual re-engagement, however, she will not be entitled to any back wages.
26. It is further directed that the period of absence of the writ petitioner, i.e. Purnima Dandapat (Ghosh) on account of pendency of the instant two writ petitions shall have to be considered as 'on duty' and national benefit thereof shall have to be given while calculating her retiral dues, if there be any.
27. With the aforementioned observation the instant two writ petitions are disposed of.
28. There shall be no order as to costs.
29. Urgent Photostat certified copy of this order, if applied for, be given to the parties upon compliance with the requisite formalities.

(Partha Sarathi Sen, J.)