

WEST BENGAL ADMINISTRATIVE TRIBUNAL

Bikash Bhavan, Salt Lake, Kolkata – 700 091.

Present-

The Hon'ble Sayeed Ahmed Baba, Officiating Chairperson & Member (A)

Case No. – OA-194 of 2023

Kanai Basfore -- VERSUS – The State of West Bengal & Ors.

Serial No. and
Date of order

For the Applicant : Mr. Sourav Bhattacharjee,
Ld. Advocate.
For the State Respondent : Mr. M.N. Roy,
Ld. Advocate.

07
15.01.2025

The matter is taken up by the Single Bench pursuant to the order contained in the Notification No. 638-WBAT/2J-15/2016 (Pt.-II) dated 23rd November, 2022 issued in exercise of the powers conferred under Section 5(6) of the Administrative Tribunals Act, 1985.

Mr. Roy, learned counsel file copies of Memo No. 1126 dated 25.03.2022 enclosing Memo No. 926 dated 24.03.2022. By Memo No. 926, the Superintendent, Balurghat Central Correctional Home has recorded the word 'No' against the column "Whether engagement of Shri Kanai Basfore was made against any sanctioned post". The Tribunal records that by a Memo No. 1268 dated 29.04.2020, the same Superintendent had recorded 'Yes' against the same question that the applicant was engaged against the sanctioned post. A copy of order passed by Hon'ble High Court at Calcutta in WPST 78 of 2024 has been filed by Mr. Bhattacharjee followed by his submission that in a similar case relating to the same department, the Hon'ble Court had directed the respondent authorities to grant those enhanced financial benefits to the petitioner in terms of memo. no. 9008-F dated 16.09.2011. Submission is that in this matter also, the applicant has worked more than 20 years with 240 days in a year and was also certified by the Superintendent of his appointment being against the sanctioned post by memo no. 1268 dated 29.04.2020. The relevant part of the order in WPST 78 of 2024 is as follows :

"In view of the condition in para – x that the provisions of the said memo dated 16th September, 2011 '*will not be applicable where contractual engagement has been made without any sanctioned post*', is also not acceptable to us since the term '*contractual engagement*' as referred to in para – x need to be read with the attributes of the said term, as detailed in the earlier para – ix of the said memo pertaining to engagement made for a very limited period not exceeding one year, over and above the casuals already engaged. Such engagement in para – ix is required to be made '*on strict observance of*

Form No.

Case No. **OA-194 of 2023**

Vs.

The State of West Bengal & Ors.

recruitment rules and against sanctioned vacancies.'

..... Judiciary has a very strong sense of justice and it works to maintain social justice and fairness. Equity regards as done, which should have been done. It would be the bounden duty of this Court to put an end to the protracted long agony of the petitioner, who had been involved in a purgatorial litigation for a substantial period of time.

..... Accordingly, this Court directs the respondents to grant the benefits of enhanced remuneration in terms of the memoranda dated 8th February, 2019, 15th July, 2019, and 1st March, 2024 with effect from the date of his representation dated 29th June, 2019 for enhancement. The respondents are directed to disburse such arrears within four weeks from the date of communication of this order.....”

Submission of Mr. Roy on behalf of the State respondents be heard on the next date under the heading “**Hearing**” on **05.03.2025**.

SAYEED AHMED BABA
Officiating Chairperson & Member (A)

CSM/SS