

**HIGH COURT OF TRIPURA
AGARTALA**

WP(C) 614 of 2020

Nandan Datta

-----Petitioner(s)

Versus

1. State of Tripura
To be represented by the Principal Secretary,
Department of Health and Family Welfare,
New Secretariat Building, New Capital Complex,
Kunjaban, P.S. New Capital Complex, Agartala,
West Tripura, PIN-799006)
2. The Chairman
District Disability Rehabilitation Center, West Tripura
The DM and Collector, West Tripura
Shyamalibazar, Agartala, Tripura-799006
3. The District Disability Rehabilitation Officer
To be represented by the Member Secretary,
District Disability Rehabilitation Center, West Tripura,
Shyamalibazar, Agartala, Tripura-799006
4. The Member Secretary cum Nodal Officer
District Disability Rehabilitation Center, West Tripura,
Shyamalibazar, Agartala, Tripura-799006
5. The Director of Health Service
Govt of Tripura, New Capital Complex,
P. N, Gorkhabasti, Kunjaban, Agartala, Tripura 799006
6. The Director of Social Welfare and Social Education
Govt of Tripura Malancha, Ujan Abhoynagar, Agartala, West Tripura

-----Respondent(s)

For Petitioner(s)	: Mr. P Roy Barman, Sr. Adv. Mr. S. Bhattacharjee, Adv. Mr. K. Nath, Adv.
For Respondent(s)	: Mr. D. Bhattacharjee, GA. Mr. P. Saha, Adv.
Date of hearing & date of passing judgment and order	: 05.07.2022.
Whether fit for reporting	: Yes/ No

HON'BLE MR. JUSTICE T. AMARNATH GOUD

Judgment & Order (Oral)

This is a petition under Article 226 of the Constitution of India whereby the petitioner has urged to quash and cancel the memorandum dated 30.06.2020 passed by the District Disability Rehabilitation Officer, District Disability Rehabilitation Centre (West).

[2] It is the case of the petitioner that from 2002 the petitioner was put in contractual services since 18.11.2002 to 30.12.2002 as Technician under District Disability Rehabilitation Centre (West). It is further submitted by the petitioner that his services were renewed from time to time. The present term has come to an end on 30.06.2020. On the said date, the respondents in spite of extending his service have served a memorandum dated 30.06.2020 which is impugned herein informing the petitioner not to attend his services beyond 30.06.2020 as his service were not satisfactory. Hence, the present writ petition.

[3] The counsel for the petitioner submits before this court the observation made by the respondents stating that the service of the petitioner was not satisfactory is adverse remark which creates a stigma. Moreover, counsel for the petitioner also submits that before making such decision, an opportunity ought to have been given by the respondents by following principle of natural justice. The respondents have not followed and the same is violation of law, according to the petitioner. Further, the counsel relied upon the judgment dated 18.05.2022 passed by this court in

Ditul Debbarma vs State of Tripura and Others and prayed before this court to set aside the impugned memorandum dated 30.06.2020 and allow the petitioner to continue his service.

[4] The counsel appearing for the respondents submits before this court that since it is contractual obligation, the petitioner has no right to continue beyond the period beyond which he has been employed. The respondent counsel further submits the judgment relied by the petitioner is not applicable to the facts of the case.

[5] Heard both sides.

[6] Admittedly, the petitioner was in service from 18.11.2002 to 30.06.2020. It is apparent from the records that his services were all through renewed until this time. Even the present tenure which came to an end on 30.06.2020 has not been interfered by the respondent and they allowed him to continue till the contractual period gets over. In so far as the continuity of service beyond 30.06.2020 is concern, it is not legitimate expectation or the promise made by the respondents for continuing his service beyond 30.06.2020. In so far as the violation of principle of *audi alteram* is concern, the question of issuing any notice before putting an end to the tenure of petitioner's service is not indicated in the service condition in the year 2002 when the petitioner got into service to the said post for the first time.

[7] The present memorandum does not speak of termination of the petitioner but only discontinuing the petitioner from service since the contractual obligation came to an end. This court, at this juncture, cannot

give any direction to the respondents to enforce the contract to the petitioner despite his tenure is complete.

[8] So far as the judgment relied by the petitioner is concern, the said judgment is with regard to the termination of service of the petitioner by the respondent therein which was under challenge. The said termination order which was not preceded by any show cause notice was challenged and the same has hit the doctrine of *audi alteram*. But the present case is not of that nature. The fact of the case for which judgment has been referred by the petitioner is different and not convincing as the same is not applicable to the facts of the case.

[9] In view of above discussion, the writ petition being devoid of merit and thus the same is liable to be dismissed and is accordingly dismissed.

[10] As a sequel, all miscellaneous petitions stand closed.

JUDGE

