

HIGH COURT OF TRIPURA
A_G_A_R_T_A_L_A
WP(C) No. 661 of 2020

1. Sri Suman Miah,

2. Smt. Sandhya Shil,

.....Petitioners

-V E R S U S-

1. The State of Tripura, represented by the Commissioner & Secretary, Finance Department, Government of Tripura, having its office at Secretariat Building, P.O. Kunjaban, P.S. New Capital Complex, District: West Tripura, PIN-799006.
2. The Commissioner & Secretary, Finance Department, Government of Tripura, having its office at Secretariat Building, P.O. Kunjaban, P.S. New Capital Complex, District: West Tripura, PIN-799006.
3. The office of the Lokayukta Tripura, having his office at Tripura Old Secretariat Building , Agartala, P.O. Agartala, P.S. West Agartala, District: West Tripura.
4. The Registrar, Lokayukta Tripura, having his office at Tripura Old Secretariat Building, Agartala, P.O. Agartala, P.S. West Agartala, District: West Tripura.
5. The Assistant Registrar, Lokayukta Tripura, having his office at Tripura Old Secretariat Building, Agartala, P.O. Agartala, P.S. West Agartala, District: West Tripura.

..... Respondents

B_E_F_O_R_E

HON'BLE MR. JUSTICE T. AMARNATH GOUD

For Petitioner(s)	:	Mr. Somik Deb, Sr. Advocate. Mrs. R. Chakraborty, Advocate.
For Respondent(s)	:	Mr. D. Bhattacharjee, G.A. Mr. S. S. Roy, Advocate.
Date of hearing	:	04.07.2022
Date of delivery of judgment and order	:	05.07.2022
Whether fit for reporting	:	NO

JUDGMENT & ORDER

Heard Mr. Somik Deb, learned senior counsel assisted by Mrs. R. Chakraborty, learned counsel appearing for the petitioners. Also heard Mr. D. Bhattacharjee, learned G.A. assisted by Mr. S. S. Roy, learned counsel appearing for the respondents.

[2] The present petition has been filed under Article-226 of the Constitution of India for enforcement of the Constitutional rights of the petitioners, guaranteed under Articles-14, 16, 19, 21, 300A and 311 of the Constitution of India, and their Statutory rights, as guaranteed under the Fundamental Rules. Also for issuance of a writ of Certiorari and/or in the nature thereof, for directing the respondents to transmit the records, appertaining to this writ petition, lying with them for rendering substantive and conscionable justice to the petitioners and regularize the services of the petitioners thereby, granting regular pay scale and all other ancillary benefits.

[3] Brief facts of the case are that the petitioner No.1 was issued with an engagement order dated 16.02.2012 as a Jamadar in the residential office of Hon'ble Justice P. K. Sarkar, retired Judge of the Hon'ble Gauhati High Court. The petitioner No.2 was engaged as Cook in the residential office of Hon'ble Justice P.K. Sarkar, retired Judge of the Hon'ble Gauhati High Court, Lokayukta for the State of Tripura. The Lokayukta issued a notification dated 04.04.2012, whereby the fixed monthly remuneration of the petitioner No.1 was raised to Rs.4,518/-, hedged by a rider that the said fixed pay may be increased, as and when such increase is issued by the Finance Department.

[4] The petitioner No.1 was cancelled by the memorandum dated 31.10.2015. On that day itself, another memorandum was issued, whereby the petitioner No.1 was again engaged on contract basis on a consolidated monthly pay of Rs.6,520/-. The Hon'ble Lokayukta issued a memorandum

dated 20.03.2020 whereby, the temporary engagement of the petitioners No.1 and 2 as Peon, Group-D on contract basis was extended on a fixed monthly remuneration. Hence this writ petition.

[5] Learned counsel appearing for the petitioners has submitted that the petitioner No.1 was issued with an engagement order on 16.02.2012 as a Jamadar in the residential office of Hon'ble Justice P. K. Sarkar, retired Judge of Hon'ble High Gauhati High Court, Lokayukta for the State of Tripura with monthly remuneration of Rs.3,300/-. It was further submitted that the period of service of the petitioner No.1 will be co-terminus with the terms of the office of the Hon'ble Lokayukta , for the State of Tripura. He has further contended that similarly, with the similar terms and conditions, another engagement order was issued in favour of the petitioner No.2 as Cook in the residential office of Hon'ble Justice P.K. Sarkar, retired Judge of the Hon'ble Gauhati High Court.

[6] Subsequently, vide notification dated 04.04.2012 issued by the Lokayukta the fixed monthly remuneration of the petitioner No.1 was raised to Rs.4,518/-, hedged by a rider that the said fixed pay may be increased as and when such increase is issued by the Finance Department. After serving for some period, the co-terminus engagement of the petitioner No.1 was cancelled by the memorandum dated 31.10.2015. On that day, itself another memorandum was issued whereby the petitioner was again engaged on contract basis on a consolidated monthly pay of Rs.6,520/- with the prior concurrence of the Finance Department, Government of Tripura.

[7] The learned G.A. contended that the petitioner is not entitled for the relief sought and prayed to dismiss the writ petition as the petitioner is a contractual employee and the services were engaged periodical in terms of tenure of Lokayukta. It was not an appointment order. Further the

extension of service order is only in continuation of earlier engagement order. Thus, the petitioner has no case.

[8] Admittedly, the initial appointments of the petitioners were made by the Hon'ble Lokayukta as would be evidently clear from a bare reading of the engagement orders each dated 16.02.2012. Therefore, after uninterrupted continuance of the said post of such a prolonged period, the petitioners are entitled to continue in the post, even though, their initial appointments were contractual in nature. It has been further contended that the petitioners have rendered their services, to the fullest satisfaction of the superior authorities, in their prime youths, and hence, at this age, if they are rendered jobless, they would be rendered without any means of sustenance.

[9] In view of above arguments and also on perusal of the records, this Court is of the considered opinion that the appointment of the petitioner itself was on the basis of co-terminus and it is only an engagement order and it has not been given any legitimate rights for regularization, since the said appointments have not been made on regular basis and against the sanctioned posts. The extension of services is also for a limited period specifically, it has been mentioned that the services would come to an end by vacation of the Lokayukta.

[10] In view of the same, no rights have been conferred to the petitioners for regularization of their services. Hence, the present petition is liable to be dismissed.

For the reasons stated above, the instant writ petition stands dismissed.

JUDGE