
(2015) 09 TP CK 0024
In the Tripura High Court
Case No : WP(C) No. 198 of 2010

Bimal Dutta and Others

APPELLANT

Vs

The State of Tripura and Others

RESPONDENT

Date of Decision : 15-09-2015

Acts Referred:

Citation : (2015) 09 TP CK 0024

Hon'ble Judges : S.C. Das, J

Bench : Single Bench

Advocate : S.M. Chakraborty, Senior Advocate and D. Das, for the Appellant;
D.C. Nath, Advocates for the Respondent

Final Decision : Disposed off

Judgement

S.C. Das, J—Heard learned senior counsel, Mr. S.M. Chakraborty for the petitioners and learned counsel, Mr. D.C. Nath for the respondents.

2. By filing this writ petition the petitioners inter alia prayed for the following reliefs:

"(a) admit the petition and issue Rule NISI upon the respondents to show cause as to why a Writ of Mandamus or in the nature thereof wanting upon the respondents to consider and engage the petitioners as Contract Teachers w.e.f. 01.04.2009 when other similarly situated Voluntary Teachers(VTs) were engaged/ appointed pursuant to the advertisement dated 7.07.2008 (Annexure-3) and as to why all financial benefits and benefits associated with seniority shall not be given to them;

(b) Issue Writ of Mandamus or in the nature thereof in the light of the prayer made above by fixing a definite period for compliance of the said Writ/directions;

(c) Pass any other appropriate Writ or direction as may be deem fit and proper under the facts and circumstances of the present case;

(d) Cost of this petition or incidental thereto may be allowed to the petitioners;"

3. The case of the petitioners is that they were engaged as Voluntary Teacher under Sarva Shiksha Abhiyan(SSA) in the year 2004 through some NGOs at a fixed remuneration. They have also undergone requisite training to impart education to the students, mainly drop-out students and they effectively discharged their duties. The respondents made an advertisement on 07.07.2008 inviting applications for appointment to the post of Contract Teacher and it was stipulated in the advertisement that the candidates who had been working as Voluntary Teachers should be given preference. The petitioners applied but they were not given the appointment as Contract Teacher. Their engagement as Voluntary Teacher was discontinued from the month of April, 2009. It is the allegation of the petitioners that some three other Voluntary Teachers who were also similarly situated like the petitioners filed a writ petition being WP(C) No. 18 of 2009 and after the writ petition was filed they were engaged as Contract Teacher. The petitioners, therefore, prayed for similar relief to them.

4. Respondents by filing counter affidavit contended that the scheme under which the petitioners were engaged was discontinued in the year 2009. Regarding engagement of the writ petitioners of WP(C) No. 18 of 2009 the stand of the respondents is that they have faced interview and came out successful and thereafter they were engaged.

5. Learned senior counsel, Mr. Chakraborty appearing for the petitioners has fairly submitted that it is not clear whether the scheme under which the petitioners were engaged is still in force or not and under such circumstances the petitioners may be given an opportunity to make representation to the respondent Nos. 2 and 3 to consider their engagement if the scheme is in force or any other similar scheme framed by the Government for engagement of the petitioners since the petitioners already worked for many years being educated unemployed.

6. Learned State counsel, Mr. Nath also has fairly submitted that he has no objection if any such representation is made by the petitioners for consideration.

7. In view of the submissions made by learned counsel of both side and considering the merit of the case the writ petition is disposed of with the observation that the petitioners may make representation within one month from today to respondent Nos. 2 and 3 for considering their engagement under the scheme if the scheme is in force or under any other similar scheme formulated by the Government for engagement of Voluntary Teacher or Contract Teacher and in that case the petitioners' representation may be considered fairly and sympathetically by the respondents.

8. With the above observation the writ petition stands disposed of.