
(2022) 04 CAL CK 0015

In the Calcutta High Court

Case No : WPA No. 8486, 8498, 8500, 8502, 8507 Of 2020

Subhasis Chakraborty

APPELLANT

Vs

State Of West Bengal & Ors.

RESPONDENT

Date of Decision : 07-04-2022

Acts Referred:

Constitution Of India, 1950 — Article 14
Evidence Act, 1872 — Section 114

Citation : (2022) 04 CAL CK 0015

Hon'ble Judges : Krishna Rao, J

Bench : Single Bench

Advocate : Subir Sanyal, Sumouli Sarkar, Tapas Kumar Dey, Sushanta Pal, Prabir Kumar Roy, Subrata Ghosh, Sudipto Panda, Subir Sabud, Pinaki Dhole

Final Decision : Allowed

Judgement

Krishna Rao, J

All the writ petitions have been taken together as the grievance of all the petitioners are similar.

In all writ petitions, the petitioners have prayed for grant of benefits in terms of the Government Orders dt. 16.09.2011, 20.05.2013, 25.02.2016 and 08.02.2019 read with Government Order dt. 28.02.2019.

In W.P.A No. 8486 of 2020 (Subhasis Chakraborty -vs- the State of West Bengal) the Officer in Charge, Mass Literacy Programme Cell, Suri, Birbhum had sent a letter dt. 27.05.2016 to the Block Development Officer for engagement of two coordinators on contract basis for the implementation of Sakshar Bharat Mission. As per the requisition of Mass Literacy Programme Cell, the Block Development Officer had invited applications from eligible candidates for engagement on contractual basis of coordinator for implementation of Sakshar Bharat Mission. The petitioner had applied for the said post and accordingly, the petitioner was selected for the post of Coordinator at Rajnagar Block under Sakshar Bharat

Mission on contract basis at Rs. 6,000/- per month vide letter dt. 28.02.2011. The petitioner had reported duty on 03.03.2011. After the engagement of the petitioner as Block Coordinator, the appointment of the petitioner was extended from time to time.

The writ petitioner in WPA No. 8498 of 2020 namely, Chinmoy Goswami was engaged as Coordinator at Khoyrasole Development Block and has reported his duty on 16.08.2011 and the appointment of the petitioner was extended from time to time.

The writ petitioner in WPA No. 8500 of 2020 namely Partha Mondal was engaged as Coordinator on 09.02.2011 at Rampurhat-I Development Block and the same was extended from time to time.

The writ petitioner in WPA No. 8502 of 2020 namely, Sajal Kumar Ghoshal was engaged as Coordinator on 01.09.2015 under Mayureswar-I Development Block and the same was extended from time to time.

The writ petitioner in WPA No. 8507 of 2020 namely, Partha Mondal was engaged as Coordinator on 01.02.2011 at Mayureswar-II Development Block and the same was extended from time to time.

The Audit Branch of Finance Department of the Government of West Bengal had issued a Memorandum No. 9008-F(P) dt. 16.09.2011 wherein it is mentioned that, 'after careful consideration of the matter and in supersession of Memorandum no. 2966-F(P) dt. 23.04.2010 and Memorandum no. 11794-F(P) dt. 22.12.2010 and all other orders issued by the departments in the matter, the undersigned is directed by order of the Governor to say that the casual/daily rated/contractual workers who are remaining attached to the various establishments of the Government Department/Directorates/Regional Offices/ other organizations for not less than 10 years continuously as on 01.08.2011 and have rendered service for atleast 240 days each year will be allowed with the benefits as mentioned in the said Memorandum.

On 20.05.2013 the Finance Department of Government of West Bengal had issued a Memorandum No. 4011-F(P) wherein it is mentioned that;

"After careful consideration of the matter and in modification of Memo No. 9008-F(P) dt. 16.09.2011, the undersigned is directed by order of the Governor to say that the Governor has not been pleased to enhance the remuneration of the Casual/Daily Rated/Contractual Workers as follows:-

"Casual/Daily Rated/Contractual Workers

In Group 'D' category

Less than 10 years

Rs. 7,000/- p.m.

More than 10 years

Rs. 8,500/- p.m.

In Group 'C' category

Less than 10 years

Rs. 8,500/- p.m.

More than 10 years

Rs. 11,000/- p.m.

The number of years of engagement will be determined as on 01.04.2013. All other terms and conditions will same as in Finance Department's Memo No. 9008-F(P), dated 16th September, 2011.

This order will be effective from 01.05.2013."

On 06.12.2013 the Panchayat and Rural Development, Government of West Bengal had issued an order vide no. 6077-RD-Block/5M-7/2011(Pt.I) wherein the remuneration of the Casual/Daily Rated/Contractual Workers who have remain engaged in Block Offices/District Head Quarters and Regional Offices against any sanctioned post under the Department, the monthly salary has been enhanced as follows with effect from 01.05.2013:-

Sl. No.

Period of engagement

Gr. C

Gr. D

i.

Less than 10 years

Rs. 8,500/- p.m.

Rs. 7,000/- p.m.

ii.

More than 10 years

Rs. 11,000/- p.m.

Rs. 8,500/- p.m.

2. The number of years engagement is to be determined as on 1.4.2013.

3. All concerned are being informed accordingly. In each case the provisions of Memorandum No. 9008-F(P) dated 16.9.2011 of Finance Deptt (Audit Br.), Govt. of West Bengal shall have to be strictly followed.

4. This order is issued in pursuance of Finance Department, (Audit Branch)

Memorandum No. 4011-F(P), Dt. 2005.2013.

On 25.02.2013 the Finance Department of Government of West Bengal had issued a Memorandum No. 1107-F(P) dt. 25.02.2016 wherein the consolidated monthly remuneration of contractual/casual/daily rated workers have been revised as follows:

Group D

Period of engagement

Present

Proposed

Less than 5 years

Rs. 7,000/-

Rs. 10,000/-

5-10 years

Rs. 7,000/-

Rs. 12,000/-

10-15 years

Rs. 8,500/-

Rs. 14,500/-

15-20 years

Rs. 8,500/-

Rs. 17,000/-

More than 20 years

Rs. 8,500/-

Rs. 20,000/-

Group C

Period of engagement

Present

Proposed

Less than 5 years

Rs. 8,500/-

Rs. 11,500/-

5-10 years

Rs. 8,500/-

Rs. 13,500/-

10-15 years

Rs. 11,000/-

Rs. 16,000/-

15-20 years

Rs. 11,000/-

Rs. 19,000/-

More than 20 years

Rs. 11,000/-

Rs. 22,000/-

(iii) Enhance of remuneration : 5 % in every year

(iv) Terminal benefit of attaining The age of 60 years : Rs. 2.00 lakh

(v) Medical benefit : All contractual/casual workers and their families will be covered under a health insurance coverage upto Rs. 1.50 Lakh for secondary and tertiary illness and Rs. 5 lakh for critical illness.

The petitioners have submitted their representation to the concern authorities praying for grant of monthly remuneration as per the order no. 1107-F(P) dt. 25.02.2016 but inspite of receipt of the representation, the request of the petitioners were not considered.

On 08.02.2019 again a Memorandum No. 1033-F(P) was issued wherein the remuneration of Casual/Daily Rated/Contractual Workers have been revised as follows with effect from 01.02.2019:-

"Group - 'D'

Period of engagement

Existing remuneration

Revised remuneration

Less than 5 years

☐ 10,000/-

☐ 12,000/-

5 to less than 10 years

☐ 12,000/-

☐ 14,000/-

10 to less than 15 years

☐ 14,500/-

☐ 16,500/-

15 to less than 20 years

☐ 17,000/-

☐ 19,000/-

20 years and above

☐ 20,000/-

☐ 22,000/-

Group – 'C'

Period of engagement

Existing remuneration

Revised remuneration

Less than 5 years

☐ 11,500/-

☐ 13,500/-

5 to less than 10 years

☐ 13,500/-

☐ 15,500/-

10 to less than 15 years

☐ 16,000/-

☐ 18,000/-

15 to less than 20 years

☐ 19,000/-

☐ 21,000/-

20 years and above

☐ 22,500/-

☐ 24,500/-

(ii) With effect from 1st February, 2019 such workers, on attaining the age of 60 (sixty) years, will be entitled to one time terminal benefit of ₹ 3.00 Lakh in place of existing ₹ 2.00 lakh.

(iii) The above categories of Group-‘D’ Workers, who possess educational qualification of Madhyamik Pass or above and have been in engagement continuously for more than 3 (three) years will be given the benefit of engagement as Contractual/Casual/Daily rated Group-‘C’ Workers from the prospective date subject to availability of vacancy in the Group- ‘C’ Workers from the prospective date subject to availability of vacancy in the Group- ‘C’ Category. While allowing this benefit the existing remuneration of an individual worker in Group-‘D’ Category shall be protected.

Such exercise shall be made by the respective Appointing Authority after obtaining approval of the concerned Administrative Department.

(iv) Tenure of engagement, yearly enhancement of remuneration, Medical benefit and Leave facility of such workers shall be guided by the provisions of Memo. No. 1107-F(P) dated 25.02.2016 as usual.”

Though the engagement of the petitioners as Contractual Worker was extended from time to time and accordingly, the petitioners have made representation to the concern authorities for enhancement of the monthly salary in terms of the revised memorandums issued by the Government from time to time but the request of the petitioners were not considered. On 27.09.2019, the District Magistrate, Birbhum had sent a proposal to the Joint Secretary, Government of West Bengal, Panchayats and Rural Development Department with the request for enhancement of Financial and other benefits of Casual Workers who were engaged against vacancies of the sanctioned posts prior to 01.04.2010 in the said letter the District Magistrate had sent the name of the following persons:-

Sl. No

Name

Name of the Block

Date of engagement

Engaged as

1.

Brindaban Chatterjee

Mayureswar-II

27-12-2001

Gr.D

2.

Sumanta Chakraborty

Illambazar

22-1-2010

Gr.C (TC)

3.

Deb Prasad Saha

Bolpur-Sriniketan

01-9-2008

Gr.C (CCT)

4.

Mrityunjoy Das

Dubrajpur

13-5-2009

Gr.C (CCT)

5.

Tapas Bitter

DP & RDO,

Birbhum

27-1-2010

Gr.D

On 21.11.2019, the Joint Secretary to the Government of West Bengal, Panchayats and Rural Development Department had issued an order wherein one Shri Deb Prasad Saha, who was engaged as Casual Clerk-cum-Typist, his remuneration was enhanced to Rs. 16,000/- per month but the respondents have failed to consider the request of the petitioners for enhancement of their salary. The petitioners have applied under the Right to Information Act, vide application dt. 26.02.2020 and in reply to the information sought for by the petitioners, the respondents have provided the information along with detail information of Block Coordinators as on 31.03.2018.

Mr. Subir Sanyal, Ld. Counsel representing the petitioners submitted that the petitioners were engaged as Coordinator and the petitioners have joined their respective duty. Since then the petitioners are performing their duty and the engagement of the petitioners were extended from time to time. It is further submitted that though the petitioners were granted monthly remuneration of Rs.

6,000/- as the case of the petitioner is not covered under the Memorandum dt. 16.09.2011. Subsequently when the Memorandum dt. 16.09.2011 was modified vide Memorandum dt. 28.05.2013 the petitioners were covered under the said Memorandum and as such the petitioners are entitled to get the monthly remuneration of Rs. 7,000/- per month. The Counsel for the petitioner further submitted that in terms of the Memorandum dt. 25.02.2016, the petitioners are entitled to get the monthly remuneration of Rs. 10,000/- per month. The Counsel for the petitioner further submitted that in terms of the Memorandum dt. 08.02.2019, the petitioners are entitled to get Rs. 14,000/- per month.,

The Counsel for the petitioner brought to the notice of this Court in respect of the letter dt. 27.09.2019 wherein the District Magistrate had forwarded the names of five persons namely, Brindaban Chatterjee, Sumanta Chakraborty, Deb Prasad Saha, Mrityunjoy Das and Tapas Bitter for enhancement of financial and other benefits. Against the name of the said persons, the District Magistrate had indicated the date of engagement wherein it reveals that Sumanta Chakraborty was engaged on 22.01.2010, Mrityunjoy Das was engaged on 13.05.2009 and Deb Prasad Saha was engaged on 01.09.2008. The Ld. Counsel for the petitioners have drawn the attention of the documents obtained under Right to Information Act which is annexed to the writ petition as P-23 in W.P.A No. 8486 of 2020 and also annexed with other writ petitions in which the date of engagement of Mrityunjoy Das is reflected as 26.02.2015, date of engagement of Deb Prasad Das is mentioned as 09.02.2011 and the date of engagement of Sumanta Chakraborty is mentioned as 14.11.2011.

By pointing out the date of engagement of the private respondents, the Counsel for the petitioner submitted that only to debar the petitioner for getting the financial benefit and to give the benefit to the private respondents, the authorities have shown wrong date of engagement in the letter dt. 27.09.2018.

The Counsel for the petitioner submitted that as per the Memorandum issued by the authorities from time to time, the petitioners are entitled to get the enhanced financial benefit as till date the petitioners are working as contractual employee under the respondents.

The Counsel for the petitioner further submitted that the respondents have filed an affidavit-in-opposition except in WPA No. 8500 of 2020 and WPA No. 8507 of 2020 but have not specifically denied the statement made by the petitioners in writ application. The petitioners relied upon the judgment reported in (2001) 2 CLJ 135, Para 2 and 3 and submitted that the respondents have not specifically denied the statement made by the petitioner and only an evasive denial was made and some of the writ petitions, respondents have not filed affidavit-in-opposition as such it may be taken as admitted by the respondents. The Counsel for the petitioner has relied upon the judgment reported in (2004) 1 CHN 571, Para 14.4 and submitted that the principle of non-traverse is duly applicable in the instant case as the respondents have not specifically denied the contention made by the petitioner. The petitioner had further relied upon the judgment

reported in AIR 2011 SC 1989 Para 65-69 and submitted that the respondents have discriminated by not granting the revised pay to the petitioner though the respondents have granted benefit to the other employees i.e. the private respondents who have been engaged either in 2011 or 2015.

Per Contra, Ld. Counsels representing the respondents submitted that the writ petition filed by the petitioners are not maintainable as the petitioners were engaged as Coordinator contractually purely on temporary basis on a monthly payment of Rs. 6,000/- with respect of the scheme and the said scheme expired in the year 2018 itself. The Counsel for the respondents further submitted that the petitioners were engaged as Block Coordinator on different dates and they continued till 31.03.2018 and thereafter their services were not extended. The Counsel for the respondents further submitted that the petitioners were engaged as Contractual Worker under the Sakshar Bharat Mission which is Central Government sponsored scheme and the said scheme was ended on 31.03.2018. The Counsel for the respondents further submitted that the petitioners were not appointed against any sanctioned post. The respondents further submitted that the benefit of the Government Order as claimed by the petitioners is not applicable to the petitioners.

Considered the rival submissions of respective parties and the documents available on record. The petitioners were engaged as Block Coordinator under Sakshar Bharat Mission contractually on a monthly salary of Rs. 6,000/- per month initially for specified period. It reveals from record that the contractual periods of the petitioners were extended from time to time and the same was duly certified by the Block Development Officer. The petitioners were performing their duty as Block Coordinator. It also reveals from record that the petitioners were assigned the duty with the several authorities like Literacy Programme, entry of RHS number on Abridge House list CT and ET wise and their biometric enumeration, counting of votes during general panchayat election etc. The petitioners were appointed on a monthly salary of Rs. 6,000/-. As per Memorandum dt. 28.05.2013 the monthly salary was enhanced from Rs. 6,000/- to Rs. 7,000/- per month, who are having less than 10 years of service and subsequently in the year 2016, the same was enhanced from Rs. 7,000/- to Rs. 10,000/- who were having less than 5 years service and Rs. 7,000/- to Rs. 12,000/- who were having 5-10 years of service. As per the Memorandum issued by the Government of West Bengal, the petitioners time and again requested for enhancement of their monthly salary and the concern authorities have also forwarded the same to the competent authority but the same was not granted. On 08.02.2019 the Government of West Bengal had again enhanced/revised the consolidated remuneration of Casual/Daily Rated/Contractual Workers from Rs. 12,000/- to Rs. 14,000/- who were having more than 5 years of service but less than 10 years of service. For the said category also the petitioners have applied for the same but the case of the petitioners were not considered. The District Magistrate vide letter dt. 27.09.2019 had forwarded the name of five persons for enhancement of financial and other benefits but the District Magistrate, Birbhum

has not forwarded the name of the petitioners.

The petitioners have obtained document under Right to Information Act and from the said document it appears that out of the five persons, 3 persons namely, Sumanta Chakraborty had joined the duty on 09.02.2011, Mrityunjoy Das joined his duty on 26.02.2015 and Deb Prasad Saha joined his duty on 09.02.2011 but while forwarding the name for enhancement of financial and other benefits the date of engagement is mentioned as 27.01.2010, 01.09.2008 and 30.05.2009 which is contrary to the documents provided to the petitioner and reveals that the said persons who are the private respondent in the instant case have been engaged in the year 2011 only wherein the petitioners were also engaged in the year 2011.

In the para 12 of the affidavit-in-opposition in WPA No. 8486 of 2020, the respondents have dealt with the averments made by the petitioner in the writ petition at paragraph 20 to 35 and the respondents has stated as follows:

"With reference to the allegation made in paragraph 20 to 35 of the said petition, I deny and dispute each and every allegation made therein save except what are matters of record. For the sake of brevity I repeat and reiterate the forgoing paragraphs."

The judgment relied by the petitioner reported in (2001) 2 CLJ 135 Para 2 and 3 reads as follows:-

"2. Nobody appears for the state-respondents to oppose the matter. Though it is an old matter hanging in the list, being the matter of 1985. Applying the doctrine of non-traverse, since no affidavit-in-opposition has been filed, the contentions as made in the writ application are to be deemed as actual state of affairs by this Court in adjudicating the matter. Reliance on the judgment to apply the doctrine of non-traverse is made to the case of (1) Controller of Court of Ward, Kolhapur & Anr. V. G.N. Gharpade reported in AIR 1973 Supreme Court page 627, and also on a decision passed by Kalyanmoy Ganguli, J., in the case of (2) Gobinda Chandra Das v. State of West Bengal reported in 1989 (2) CAL LT (HC) 63. Hence, on the pleadings of the case, applying the said doctrine, I have to adjudicate the matter. Earlier under Bengal (Rural) Primary Education Act, 1930, (hereinafter referred to as 'the Act of 1930', there was a provision under Rule 3D for absorption of the organizing staff of the privately managed school as and when such school is recognized. Such provision was deleted long ago by incorporating a new provision under the same Rule 3D providing job to the "died-in-harness" category candidates. At the present moment under the West Bengal Primary Education Act, 1973, and the rule made thereto being the Rule of the year 1991, there is no such provision for according approval of the appointment of the organization staff. However, this matter came up for adjudication in a case (3) West Bengal Board of Secondary Education v. State of West Bengal and Others reported in 1997 (1) CLJ page 165, whereby and whereunder the Division Bench of this Court held in Paragraph 260 as follows:-

"260. However, there cannot be any doubt whatsoever that in view of our findings aforementioned in cases where schools had been recognized prior to coming into force of New Rule 3D, the organizer teachers had derived a right to be considered for appointment, and, thus, they having acquired such a right were entitled to be considered in terms of the circular letters existing at the relevant time and as such writ petitioners, thus, had been deprived of their right for a long time, the respective District Primary School Councils are hereby directed to consider those cases and consider their cases for appointment in terms of Old Rule 3D and the circulars existing at the relevant point of time and if they were suitably qualified therefor. If in any such case interview has already been held, appointment may be made on the basis of such interview."

3. In terms of the Division Bench Judgment which is binding to me the writ petitioner Nos. 3 and 4 are, accordingly, entitled to the same benefit when no affidavit-in-opposition has been filed controverting that the petitioners are not the organizing staff and also controverting that the school was not recognized with effect from 7th November, 1983. Accordingly, the concerned authorities are directed to take steps on the basis of the fact that the writ petitioner Nos. 3 and 4 have accrued a right to have consideration for appointment in the school in question which was organized by them and, subsequently, recognized. The Primary Schools Council is hereby directed to consider the case of the writ petitioners for appointment in terms of the Old Rule 3D of the Circular existing at the relevant point of time and if they are suitably qualified, therefor, they should be given appointment within a month from this date."

The judgment relied by the petitioner reported in (2004) 1 CHN 571 para 14.4 reads as follows:-

"14.4. It appears that affidavits of people aged about 77 to 92 years showing that the institution was brought into exercise by the linguistic minority community and that the school was established by Hindi Speaking Marwari community to educate their children, as pleaded in page 102 of the writ petition, has not been traversed or countered by other evidence. Therefore, the learned Single Judge was right in relying upon the principle of non-traverse as propounded in Allahabad Bank & Ors. vs. All India Allahabad Bank Officers' Association & Ors., 1995 (1) CLJ at p.343 (paras-19-20) and Controller of Court of Ward, Kolhapur & Anr. Vs. G.N. Ghorpade & Ors., AIR 1973 SC 627 (para-12). Therefore, the learned Single Judge, was right in drawing inference on the principles of section 114 of the Evidence Act from facts remaining unchallenged, as was held in R. Puthunainar Alhithan vs. P.H. Pandian & Ors., AIR 1996 SC 1599; Karnal Singh Uttam Singh vs. State of Maharashtra, AIR 1976 SC 1097. The minority character of the institution cannot be interfered with or destroyed because Government aid is made available to the institution (T.N.A. Pai Foundation (supra) (para-79); In Re: Kerala Education Bill (supra)]."

The judgments relied by the petitioners are squarely applicable in the case of the petitioners as the principle of non-traverse is also applicable in the instant case

as the respondents have not specifically denied the contention raised by the petitioner.

The Judgment relied by the petitioners reported in (2011) SC 1989 para 65 to 69 which reads as follows:-

“DISCRIMINATION:

65. We also have to consider the submissions made on behalf of the respondent No. 1 that the denial of allotment to major sons of agricultural land would amount to hostile discrimination as in earlier cases, it had been granted.

66. Unequals cannot claim equality. In *Madhu Kishwar & Ors. v. State of Bihar & Ors.*, AIR 1996 SC 1864: (1996 AIR SCW 2178), it has been held by this Court that every instance of discrimination does not necessarily fall within the ambit of Article 14 of the Constitution.

67. Discrimination means an unjust, an unfair action in favour of one and against another. It involves an element of intentional and purposeful differentiation and further an element of unfavourable bias; an unfair classification. Discrimination under Article 14 of the Constitution must be conscious and not accidental discrimination that arises from oversight which the State is ready to rectify. (Vide: *Kathi Raning Rawat v. State of Saurashtra*, AIR 1952 SC 123: (1952 Cri LJ 805); and *M/s Video Electronics Pvt. Ltd. & Anr. v. State of Punjab & Anr.*, AIR 1990 SC 820).

68. However, in *Vishundas Hundumal & Ors. v. State of Madhya Pradesh & Ors.* AIR 1981 SC 1636; and *Eskayef Ltd. v. Collector of Central Excise*, (1990) 4 SCC 680, this Court held that when discrimination is glaring, the State cannot take recourse to inadvertence in its action resulting in discrimination. In a case where denial of equal protection is complained of and the denial flows from such action and has a direct impact on the fundamental rights of the complainant, a constructive approach to remove the discrimination by putting the complainant in the same position as others enjoying favourable treatment by inadvertence of the State Authorities, is required.

69. The High Court while passing the order had given a much wider interpretation to the R & R Policy making reference to the terms as “bigger family” and the “large land owning family”.

The Court while interpreting the provisions of a Statue, can neither and nor subtract a word. The legal maxim “a verbis legis non est recedendum” means from the words of law, there must be no departure (See: *S.P. Gupta & Ors. v. Union of India & Ors.*, AIR 1982 SC 149; *P.K. Unni v. Nirmala industries & Ors.*, AIR 1990 SC 933; and *Commissioner of Income Tax of Kerala v. Tara Agencies*, (2007): (AIR 2007 SC (Suppl) 725 SCW 5143).”

The said judgment is also squarely applicable in the instant case as from the record it reveals that the private respondents were engaged along with the

petitioners in the year 2011 as per the documents provided by the respondents to the petitioners under Right to Information Act but the respondents have forwarded the name of the private respondents for grant of financial and other benefits without considering the name of the petitioners.

The contention raised by the respondent that the scheme came to end on 31.03.2018 and thereafter the service of the petitioner was not extended is contrary to the documents available on record and the certificate issued by the Block Development Officer and thus the stand taken by the respondent is not sustainable.

In view of the above this Court is of the view that the petitioners were engaged in the year 2011 except the petitioner in WPA No. 8502 of 2020 as the petitioner namely Sajal Kumar Ghoshal was engaged on 01.09.2015 and since then the petitioners are continuously working as contractual worker and thus the respondent are directed to grant the benefit of enhancement of financial and other benefits in terms of the Memorandum dt. 28.05.2013, 06.12.2013, 25.02.2016 and 08.02.2019 to the petitioners within a period of four weeks from the date of communication of this order.

WPA 8486 of 2020, WPA 8498 of 2020, WPA 8500 of 2020, WPA 8502 of 2020 and WPA 8507 of 2020 are thus allowed.

Parties shall be entitled to act on the basis of a server copy of the Judgment and Order placed on the official website of the Court.

Urgent Xerox certified photocopies of this judgment, if applied for, be given to the parties upon compliance of the requisite formalities.