

**IN THE HIGH COURT AT CALCUTTA  
CONSTITUTIONAL WRIT JURISDICTION  
APPELLATE SIDE**

Present:

**The Hon'ble Justice Rai Chattopadhyay**

**WPA 31172 of 2017**

(CAN 1/2022, CAN 2/2024)

**Dr. Anita Nan Banerjee**

**Vs.**

**State of West Bengal & Ors.**

**For the Petitioner** : Mr. Krishnendu Paul Chowdhury

: Mr. Anupam Dasadhikari

**For the respondent** : Mr. Ratul Biswas

: Mr. S. Kanu

: Mr. Durlav De

**Reserved on** : **13.05.2026**

**Judgment on** : **10.06.2026**

**Uploaded on** : **10.06.2026**

**Rai Chattopadhyay, J. :-**

1. The writ petitioner having been employed as a "Tutor" at the respondent/West Bengal Council of Rabindra Open Schooling [herein after referred to as "WBCROS"] and having served there as claimed, that is, continuously since her appointment in the year 2005, seeks regularisation of her service with appropriate benefit to be allowed to her in terms of Memorandum No. 16 F(P1) dated January 2, 2020, by dint of which, she says, that recommendations of the 6<sup>th</sup> Pay Commission has been implemented for the employees of WBCROS.
2. She is also aggrieved with the alleged decision and action of the respondent authority extending her service for every six months with intermittent break for one day. She has claimed that such decision is arbitrary and her pay for the said

intermittent one day of break of service, cannot be lawfully withheld by the authority, particularly when she has attended duty on each day, which are considered as the days of break in her service.

3. Further the writ petitioner is aggrieved in particular with the order dated May 29, 2017, which has been issued with reference to the notification dated January 1, 1999 and she challenges the same and seeks setting aside of the same. The impugned order shall be discussed at an appropriate place in this judgment.
4. Also, the petitioner has claimed further an amount of gratuity after attaining age of superannuation and retiring from the service, as per her last drawn salary, with the statutory interest and also the differential amount of gratuity after calculation of her pay at the revised rate as claimed.
5. With these grievances and commensurate prayers for redress, the instant writ petition has been filed along with an application therewith, being CAN 1 of 2022 and CAN 2 of 2024.
6. Before proceeding further, the factual background of the case may be narrated in a nut shell as follows.
7. The instant writ petition originates from a notification issued by the School Education Department of the Government of West Bengal No. 3-SE (Apptt.) dated January 1, 1999. The same is for creation of posts with matching pay scales for the State Open Schools. It is important to note the relevant terms as mentioned therein.

*“The appointment of the marginally noted posts will be either on deputation or on contract basis. In case of contract, which will be initially for a period of two years and will be extended thereafter by one year at a time, there will not be any restriction on upper age and retired persons with physical and mental alertness will also be engaged”.*

- 8.** By dint of the said notification dated January 1, 1999, several posts have been created including that of “Tutors” [one each for Science, Humanities, Language and Vocational Studies]. As per the terms of notification, the contractual appointees should have been appointed initially for two years, their contractual service being extendable for one year at a time, after the initial two years’ time period was over.
- 9.** Under the said notification the petitioner’s appointment was made vide the appointment letter dated March 29, 2005. The appointment preceded with an interview in which the petitioner had performed successfully. The appointment letter was like this:

*“Sub: Engagement in the post of Tutor.  
He/she is engaged as a tutor of Rabindra Mukta Vidyalaya on purely temporary and contractual basis for one year with effect from the date of his/her joining the post on a contractual pay of Rs.8000/- per month plus DA, HRA, MA as may be admissible. He/she is requested to join his/her duties immediately on receipt of the letter.  
The engagement shall not entail any claim to being absorbed on permanent basis”.*
- 10.** By accepting the terms of appointment as envisaged in the appointment letter as quoted above, the writ petitioner had joined in duties. Later on her tenure of employment has been extended from time to time, like vide (i) office order dated March 29, 2006 [date of effect of extension March 31, 2006], (ii) Memorandum dated March 30, 2007 [date of effect of extension from March 30, 2007 to June 29, 2007], (iii) Memorandum dated June 28, 2007 [extension granted for the period from June 30, 2007 to March 30, 2008], (iv) Memorandum dated March 31, 2008 [period of extension from March 31, 2008 to March 30, 2009], (v) Memorandum dated March 17, 2009 [period of extension from March 31, 2009 to March 30, 2010], (vi) Memorandum dated April 1, 2010 [period of extension from March 31, 2010 to March 30, 2011].
- 11.** It is pertinent to note that time and again while extending period of engagement of the writ petitioner, the respondent has

not followed the terms of notification dated January 1, 1999 in strict sense and extension has been provided sometimes for a period of 3 months, on another occasion for 9 months and on other occasions for one year period. However, in between the respondent has never treated any day as break in service of the writ petitioner.

**12.** In the meantime the petitioner has stated to have joined and completed her PHD degree from Netaji Subhash Open University, with due permission of the President, WBCROS, her date of registration in PHD being October 22, 2008.

**13.** Be that as it may, the next relevant incident appears to be issuance of the letter dated April 10, 2013, by the President, WBCROS. The same was pursuant to a decision in a meeting for extension of service of the staff including those of WBCROS. The same has provided that:

*“The incumbents whose extension stands due will be extended normally for six months with a break of one day”.*

**14.** On such terms, which appear to be not commensurate with the terms of notification dated January 1, 1999, under which the writ petitioner has been appointed, her engagement with the respondent authority was extended from April 1, 2013 to September 30, 2013. The condition for break of one day in between the periods of extension of service has been introduced vide the said letter dated April 10, 2013.

**15.** The writ petitioner has further alleged that she has received less salary for the month of March 2013. That she has never been informed about any reason therefor. Also that for the month of April 2014 she has received consolidated pay instead as per the scale divided into Basic, Dearness Allowance and other allowances. The petitioner's representations in protest of deduction of salary and reimbursement of the portion of salary deducted have remained unattended by the respondent authority.

**16.** On January 28, 2015, the President WBCROS has issued an office order directing inter alia that from January 15, salary

shall be deducted on quarterly basis of those employees who have remained absent in excess of 24 days of leave in a year, starting from January 2014 to December 2014. The petitioner has stated that in spite of her not enjoying any extra leave, her salary for the month of August 2016 has been reduced only to Rs.16,336/-, without showing any reason therefor.

- 17.** The impugned order dated May 29, 2017, has provided inter alia that mode of functioning of the respondent authority has changed with time, the study centres under the Council having been converted with through computerisation in the process of imparting teaching and office works. That, this has led some posts as abandoned and excess which are not desirable any more to continue with. The posts of "Tutor" were decided to be non-functioning and declared abandoned as 'excess' posts.
- 18.** Thus, suitability and requirement of the post of "Tutor" has been proposed to be discarded, desolated and forsaken, by the respondent authority, by dint of the said impugned order dated May 29, 2017.
- 19.** The respondent also accepted the fact that several incumbents including the writ petitioner have been engaged with the same purely temporarily and on contractual basis, their services being extendable from time to time. That, this situation continued until 2017. A notification of the School Education Department, Government of West Bengal has been referred to dated September 18, 2017, which stipulated no further retention of such temporary and contractual posts beyond September 2017. Therefore, according to the respondent, there has not been sanction any further to any temporary and contractual posts created as per previous notification dated January 1, 1999, beyond September 2017.
- 20.** However, so far as the writ petitioner is concerned, she has been continued to be engaged and also assigned with various other administrative and allied matters from time to time. Her engagement has been extended till September 30, 2021, vide the letter dated March 31, 2021 [at page.80 of CAN 1 of 2022]

and ultimately she was superannuated from service with effect from October 31, 2023.

- 21.** In these circumstances the petitioner has stated that the benefit of pay revision as per recommendation of the 6<sup>th</sup> Pay Commission, as has been extended to the employees of WBCROS pursuant to the Memorandum dated January 2, 2020, should be extended to her too, keeping parity with the other employees of the same. She has further stated that sudden implementation of the break in service for one day before further extension thereof, is illegal and arbitrary and so is deduction of her salary for the days treated as break in service. Therefore, she seeks appropriate remedy for her grievances as above, in this writ petition.
- 22.** Another application has been filed by the writ petitioner being CAN 2 of 2024, praying for the relief that an amount of Rs.3,63,945/- be directed to be released immediately in her favour by the respondent authority on account of gratuity along with the admissible interest of 10%, for the period from October 31, 2023, that is the date of her superannuation from the service, till the date of payment [letter of the respondent dated October 30, 2023, declaring end of her service period on October 31, 2023 after attaining the age of superannuation, has been referred to in this regard]. She has further sought for direction upon the respondent authority for calculation of gratuity as per the higher pay scale and disbursement of the differential amount. The petitioner says that she has completed 18 years and 7 months of continuous service with the respondent authority, which entitles her for gratuity after superannuation, as per provisions of the Payment of Gratuity Act 1972. That, therefore the amount of Rs.3,63,945/- with the statutory interest, stands due as gratuity as per her last drawn salary at the rate of Rs.33,202/-.
- 23.** A report of the respondent No.3/President WBCROS affirmed on affidavit dated May 2, 2018, is available on record. In the same the said respondent has not denied appointment of the petitioner as per provisions of notification dated January 1, 1999, at "Rabindra Mukta Vidyalaya". The said respondent

has stated in the report that in 2006, a body corporate namely WBCROS came into place in place of “Rabindra Mukta Vidyalaya”, in exercise of the provisions of the West Bengal Council of Rabindra Open Schooling Act, XIII of 2006. That the Appointment Sub-committee of the Council held in meeting dated April 10, 2013, that term of engagement of the petitioner including the other employees would be extended normally for 6 months with break of one day. According to the said respondent the petitioner has accepted the said order without any protest and abided by the same.

- 24.** That, as growing trend of unauthorised absenteeism was noticed, the Council in its meeting dated January 20, 2015, decided to deduct salary on quarterly basis of those employees who remained absent from the office in the year 2014, in excess of total 24 days of approved leave including casual and medical leaves. According to the said respondent, the petitioner absented in duty in 2014 for 50 days, in 2015 for 71 days and for 29 days in 2016. Therefore, according to the said respondent deduction of salary of the petitioner is in terms of the office order as well as proper and justified.
- 25.** According to the said respondent, one day service break the condition stipulated in office order as per decision of the Council dated November 27, 2017. A mistake in calculation in this regard has been stated to have resulted into release of extra pay in favour of the petitioner, which the respondent/bank was subsequently directed to deduct from salary of the petitioner. Therefore, according to the said respondent neither the deduction of pay proportionate to unauthorised absence of the petitioner nor the decision of withholding of pay on the day of service break of the petitioner are illegal or arbitrary as alleged. Instead, the deduction of copy of the petitioner is based on high-performance report and the actual day of unauthorised absence of her and withholding of salary for the day of break in service is as per the decision of the Council in exercise of its statutory power and capacity.
- 26.** Further it has been reported that the post of “Tutor” has become non-functional due to thorough computerisation of the

functioning of the respondent authority and retaining the said post shall only increase the respondent's burden of huge purposeless and unnecessary expenditure.

- 27.** Mr. Ratul Biswas, learned advocate has submitted for the respondent/WBCROS that the petitioner reserves no right to be regularised or absorbed as a permanent employee of the said respondent. In this regard the appointment letter of the petitioner has been referred to in which the employer has incorporated a clause that the petitioner's contractual appointment would not vest her with any right of regularisation. The petitioner is unconditional acceptance of the terms of appointment as well as extension of service from time to time has been referred to fairly in details in support of the submission that the petitioner has always accepted the terms of the employer without any dispute or protest and hence once having accepted, she cannot raise any dispute as regards the same at this later stage, in this writ petition. According to the said respondent the petitioner would also not have any right of regularisation in view of the fact that the authority in exercise of its discretion has decided to abandon the post of "Tutors", that having turned to be non-functional and not necessary any further. It has been submitted that no provisions of any statute, rules or regulations of the respondent authority permit treating a contractual employee as a permanent employee of the respondent. The post being abolished, the writ petitioner being a contractual employee whose service is automatically terminable on expiry of the period of contract and the writ petitioner not being a computer known person, would not be further required for any purpose in the respondent institution and such manpower is required to be reduced as an effective cost curtailing measure for the sake of economic health of the institution.
- 28.** So far as the writ petitioner's claim for gratuity is concerned, as per the respondent authority, provisions under the Payment of Gratuity Act, 1972 is not applicable in case of the said respondent as it has never exceeded the statutory limit of 10 or more employees, in order to make the said Act applicable for those employees. That, the respondent Council is not covered

under the said Act of 1972. It has further been stated that no gratuity is payable to any temporary and contractual employee and that the respondent has never paid gratuity to any employee on attaining age of superannuation.

- 29.** The respondent State though desired to answer the issues agitated in the writ petition, but could not be represented excepting on one or two occasions, when the then Learned Advocate General has represented the State. He has stated inter alia that the petitioner having admittedly been appointed temporarily on contractual basis, could not have any right of regularisation. On the contrary her service should be considered as terminable after expiry of the contract period, unless extended. That the petitioner would not have any right of regularisation, is apparent from the appointment letter of her. The mode of recruitment has also been challenged for the reason that no due process was ever followed in the same. Further that the institution does not need a “Tutor” there any more due to modernisation and computerisation and that the said post has been abandoned and forsaken.
- 30.** Mr. Krishnendu Paul Chowdhury, learned advocate has represented the writ petitioner. At the outset, he has emphasised that having rendered uninterrupted and continuous service for approximately eighteen years under the respondent authority, the petitioner became entitled to gratuity upon superannuation in terms of the provisions of the Payment of Gratuity Act, 1972. According to the petitioner, the artificial one day breaks introduced by the respondent authority cannot defeat the concept of continuous service, particularly when she allegedly attended duties even on such intervening days and the engagement in substance continued uninterruptedly. It is argued further that the respondent institution performs public functions under the control of the State and therefore cannot evade its statutory obligations towards employees by merely describing the engagement as contractual in nature. That gratuity being a beneficial and welfare-oriented statutory right, the same ought to receive liberal interpretation in favour of an employee who served the institution for nearly two decades. According to the petitioner

despite the initial contractual nature of appointment, the long continuance in service, repeated extensions over the years and entrustment of regular administrative and institutional responsibilities have rendered it as perennial in nature and the employer cannot under the law, continue to appoint on temporary and contractual basis for continuous and perennial nature of post. It has been contended that the decision to impose one day service breaks and deduct salary allegedly without proper justification was arbitrary and intended to deprive the petitioner of continuity-related benefits. The petitioner also questions the respondent's decision declaring the post of "Tutor" as non-functional by contending that she continued to discharge institutional duties till her superannuation and therefore the work requirement substantially persisted. On such grounds, the petitioner may seek regularisation and extension of revised pay benefits and consequential retiral dues including gratuity.

- 31.** Having heard the learned advocates for the parties and upon consideration of the materials on record, this Court finds that the foundational facts relevant for adjudication are substantially undisputed. It is admitted by the writ petitioner herself that her engagement was made purely on temporary and contractual basis under the notification dated January 1, 1999 and the appointment letter dated March 29, 2005. The appointment letter in unequivocal terms provided that the engagement was purely temporary and contractual for a specified tenure and that such engagement "shall not entail any claim to being absorbed on permanent basis". The petitioner accepted such terms without any demur and joined the service thereunder. Therefore, the relationship between the parties remained governed by the contractual conditions accepted by the petitioner herself.
- 32.** It is now a settled principle of service jurisprudence that a contractual employee, having entered service with open eyes and upon acceptance of the terms and conditions of engagement, cannot subsequently turn around and seek regularisation contrary to the very stipulations governing the appointment. The doctrine of approbation and reprobation squarely applies in the present case. A person who consciously

accepts the benefits flowing from a contractual arrangement is estopped from challenging the binding terms thereof after having enjoyed the engagement for years together. The petitioner having accepted the condition disentitling her from claiming permanency or absorption, cannot now seek to rewrite the contract through invocation of writ jurisdiction.

- 33.** The law is equally well settled that regularisation is not a mode of recruitment. The writ petitioner has been appointed in a sanctioned post of temporary and contractual nature. In absence of any statutory rules conferring such right or any sanctioned permanent post available for absorption, no writ can ordinarily be issued directing regularisation of service of a contractual employee. The petitioner has failed to demonstrate existence of any statutory provision, rule or regulation under the respondent Council entitling a contractual “Tutor” to automatic absorption or regularisation upon continuation of service for certain years. Mere continuation for long duration, by itself, does not create a vested right in favour of the employee, particularly where the continuation itself is subject to periodical extensions granted at the discretion of the employer authority.
- 34.** In the instant case, the petitioner’s engagement stood extended from time to time entirely at the discretion of the respondent authority. Such extensions cannot be construed to have transformed the nature of the appointment from contractual to permanent. On the contrary, each extension reaffirmed the temporary and contractual character of the engagement. Even after the decision dated May 29, 2017 declaring the post of “Tutor” to be non-functional and excess owing to computerisation and change in administrative structure, the respondent authority still permitted the petitioner to continue till attainment of the age of superannuation in October 2023. Therefore, rather than demonstrating arbitrariness, the conduct of the respondent authority reflects fairness and accommodation extended in favour of the petitioner.
- 35.** This Court further finds substance in the contention of the respondent that the post of “Tutor” no longer remained perennial or functionally necessary. The materials on record

demonstrate that the respondent institution underwent structural and technological transformation through computerisation and digitisation of its educational and office functioning. Consequently, the post in question lost its functional utility and was declared non-functional and excess. It is also admitted from the records that the petitioner herself had been assigned miscellaneous administrative and allied works instead of duties strictly relatable to the original post of "Tutor". Such circumstance itself demonstrates that the original nature of work attached to the post had substantially ceased to exist.

- 36.** It is further well settled that temporary or contractual posts, particularly those created for specific exigencies and not forming part of a permanent or perennial cadre structure, do not confer any indefeasible right of regularisation upon the incumbents holding the same. Where the very nature of the post is transitory, contingent upon administrative requirement and liable to be discontinued upon change of policy or functional restructuring, continuance of service for a considerable period cannot convert such post into a permanent one by implication. In the present case, the post of "Tutor" itself has admittedly been found by the respondent authority to have lost its functional necessity owing to computerisation and modernisation of the institutional framework and has been declared excess and non-functional. A writ Court cannot direct regularisation against a post which itself has ceased to remain perennial in nature or administratively necessary. Any such direction would amount to compelling the employer to perpetuate a post which the competent authority has legitimately decided to abandon in administrative interest, which is impermissible in law.
- 37.** The question whether a particular post should continue, be abolished or be treated as excess, squarely falls within the domain of administrative and policy decision of the employer. Unless the same is shown to be actuated by mala fide, manifest arbitrariness or violation of statutory provisions, the Constitutional Courts exercising power of judicial review ought not interfere with such administrative determination. Courts do not sit in appeal over policy decisions relating to manpower

requirement, financial restructuring or institutional reorganisation. In the present case, no mala fide, arbitrariness or perversity could be demonstrated by the petitioner in the decision of the respondent authority treating the post as non-functional and unnecessary.

- 38.** So far as the issue relating to one day break in service is concerned, this Court finds that the same originated from the decision of the competent authority taken in the meeting dated April 10, 2013. The petitioner admittedly accepted the subsequent extensions incorporating such condition and continued in service thereunder without immediate challenge. The said decision appears to have been adopted uniformly for contractual employees whose extensions were due. Such administrative arrangement, in absence of demonstrable mala fide or hostile discrimination, cannot be interfered with lightly, in exercise of writ jurisdiction. Judicial review is concerned with the decision making process and not with the merits of every administrative choice. No material has been produced before this Court to establish that the impugned decision was actuated by bad faith, colourable exercise of power or patent unreasonableness.
- 39.** Equally, the deduction of salary for the periods exceeding approved leave cannot be said to be arbitrary. The respondent authority has specifically disclosed that the deductions were made pursuant to the office order dated January 28, 2015 and on the basis of attendance registers, absence statements and service records reflecting unauthorised absence beyond the permissible leave period. The petitioner has not been able to dislodge the correctness of such records by any cogent material. No procedural infirmity or violation of principles of natural justice causing prejudice to the petitioner could be established in the process adopted by the respondent authority. In service matters relating to attendance and salary disbursement, the employer authority is entitled to rely upon official attendance records maintained in regular course of business, unless proven otherwise.
- 40.** This Court also finds that the challenge to deduction of salary for the one day service break cannot succeed independently

once the underlying administrative decision regarding periodic contractual extension with one day break is itself found not to be arbitrary or illegal. Salary being payable for the tenure of actual contractual engagement, withholding of remuneration for the day treated as break in service cannot be said to be wholly without jurisdiction.

- 41.** The petitioner's claim for gratuity also does not merit acceptance by the writ Court in the facts of the present case. The respondent authority has specifically contended that the establishment is not covered under the provisions of the Payment of Gratuity Act, 1972, as the statutory threshold requirement regarding number of employees is not fulfilled. It has further been stated that gratuity has never been made applicable to temporary and contractual employees under the respondent Council. The petitioner has failed to place sufficient materials to conclusively establish applicability of the provisions of the said Act to the respondent establishment. In absence of proof regarding statutory applicability, no mandamus can be issued directing payment of gratuity.
- 42.** So far as the petitioner's claim relating to gratuity is concerned, although this Court does not find sufficient materials on record to issue any positive direction in exercise of writ jurisdiction, it is observed that if the petitioner is otherwise so advised and chooses to lodge an appropriate claim before the competent statutory authority under the provisions of the Payment of Gratuity Act, 1972, the same shall be at liberty to be considered and decided by such authority independently in accordance with law and on its own merits, without being influenced by any observation made in the present judgment touching the factual entitlement of the petitioner to gratuity. All questions regarding applicability of the statute, maintainability of the claim and entitlement of the petitioner are left open to be decided by the competent authority in accordance with law.
- 43.** Apart from the above, the petitioner has also approached this Court seeking substantially equitable relief after having accepted the contractual arrangement and continued thereunder for nearly the entirety of her service career without

substantive challenge to the foundational conditions of engagement. A writ court exercising equitable jurisdiction under Article 226 of the Constitution is not expected to grant relief in derogation of admitted contractual terms or contrary to settled principles governing public employment. The petitioner has failed to establish infringement of any enforceable statutory or constitutional right warranting interference by this Court.

44. Furthermore, interference with decisions of specialised educational and administrative authorities concerning staffing pattern, abolition of posts and institutional restructuring must remain limited. Unless a palpable illegality, manifest arbitrariness or procedural impropriety is apparent on the face of the record, Courts should exercise restraint and defer to the wisdom of the administrative authority in matters involving organisational management and financial policy. No such exceptional circumstance has been demonstrated in the present case.
45. The aforesaid conclusions also stand fortified by settled judicial precedents governing temporary and contractual employment. In Secretary, ***State of Karnataka v. Umadevi (3) at (2006) 4 SCC 1***, the Supreme Court authoritatively held that absorption, regularisation or permanent continuance cannot ordinarily be directed in respect of temporary, contractual or casual appointees dehors the regular recruitment process and in absence of sanctioned permanent posts. The Court further held that continuation in service for a long duration does not by itself create any legal right to regularisation. The ratio laid down therein squarely applies to the present case where the petitioner was engaged purely on contractual basis against a temporary post with explicit stipulation negating any claim for permanency.
46. In ***Official Liquidator v. Dayanand at (2008) 10 SCC 1***, the Supreme Court reiterated that courts must exercise restraint in issuing directions for regularisation of employees appointed temporarily or contractually and that public employment must conform to constitutional requirements under Articles 14 and 16. It was further observed that courts cannot create or

continue posts through judicial orders when the employer itself has taken a conscious policy decision regarding abolition or non-requirement of such posts.

47. The limited scope of judicial review in matters involving administrative policy, staffing pattern and abolition of posts has also been consistently recognised. In ***State of Punjab v. Joginder Singh Dhatt at 1993 SCC OnLine SC 1***, the Supreme Court observed that abolition of posts is a matter of governmental policy and administrative discretion and courts ought not interfere unless the decision is shown to be mala fide or colourable exercise of power.
48. So far as the challenge to administrative deductions from salary and conditions governing contractual extension are concerned, the principles governing judicial review laid down in ***Tata Cellular v. Union of India at (1994) 6 SCC 651*** are also relevant, namely that the Court does not sit as an appellate authority over administrative decisions and interference is warranted only where the decision is arbitrary, irrational, mala fide or procedurally improper. In the present case, the respondent authority having acted on the basis of attendance records, absence statements and uniformly applicable administrative resolutions, no such perversity or arbitrariness can be said to have been established.
49. Therefore, considering the totality of the circumstances, this Court finds no merit in the petitioner's claim for regularisation, challenge to the policy of one day break in service, claim relating to deduction of salary, prayer for parity of service benefits with regular employees or the claim for gratuity. The respondent authority has acted within the framework of the contractual terms governing the engagement and within the permissible bounds of administrative discretion.
50. Consequently, the writ petition being No. WPA 31172 of 2017 along with the connected applications being CAN 1 of 2022 and CAN 2 of 2024 stand dismissed. There shall however be no order as to costs.

- 51.** Urgent certified copy of this judgment, if applied for, be supplied to the parties upon compliance with all requisite formalities.

**(Rai Chattopadhyay, J.)**