

**WEST BENGAL ADMINISTRATIVE TRIBUNAL**

Bikash Bhavan, Salt Lake, Kolkata – 700 091.

Present-

**The Hon'ble Sayeed Ahmed Baba, Officiating Chairperson & Member (A)**

**Case No. – OA 804 of 2023**

**Tilak Biswas -- VERSUS – The State of West Bengal & Ors.**

Serial No. and Date of order	For the Applicant	: Mr. S. Ghosh, Mrs. S. Das, Ld. Advocates.
<u>03</u> 16.05.2024	For the State Respondent	: Mr. S.N. Ray, Ld. Advocate.

The matter is taken up by the Single Bench pursuant to the order contained in the Notification No. 638-WBAT/2J-15/2016 (Pt.-II) dated 23<sup>rd</sup> November, 2022 issued in exercise of the powers conferred under Section 5(6) of the Administrative Tribunals Act, 1985.

By filing this application, the applicant has prayed for setting aside the reasoned order passed by the respondent authority dated 30.06.2023. The impugned Memo terminates the services of the applicant as a Data Entry Operator. The reasons given for such termination being absenteeism/disobedience/lack of integrity/lack of discipline/adamant attitude. Submitting on behalf of the applicant, Mrs. Das however disagrees and submits that it was due to the restrictions during the Covid period, the applicant could not attend his duties. In a representation dated 11.08.2023 before the Additional Director General and Inspector General of Correctional Services, the applicant has prayed for one chance as a Data Entry Operator.

From the submissions of the counsels and records in this application, it is clear to the Tribunal that the applicant on contractual engagement as Data Entry Operator had remained absent without permission of the employer. Dissatisfied with his performance and absenteeism, the employer did not renew the contract and his service was not sought for in the future.

Having heard the submissions and considering the facts and circumstances, this Tribunal finds that the applicant was a non-serving employee and taking the plea of Covid restrictions, and without informing the employer, he remained absent regularly. It should have been clear to the applicant that his services were not of regular nature. Further, the employer had the discretion to either renew the contract or not. The Tribunal has not come across any proof by which it can be reasonably said that there was material to show unreasonableness and perversity in terminating the contract. Further, renewal of such contract depends largely upon the perception of the

Form No.

Case No. **OA-804 of 2023**

---

**Vs.**

The State of West Bengal & Ors.

---

employer as to the usefulness and need of the incumbent. There is no law binding on the employer to renew such contract. Having said this, it has also to be mentioned that such right of not accepting the contract is also with the employee. In this case, by remaining absent and not able to produce desired results through his performance, the employer was not satisfied and thus not willing to renew the contract any further. The finding of this Tribunal is that such termination and non-renewal of the contract with the applicant was fully justified and valid in the eyes of law. Therefore, there is no infirmity or perversity in the action of the respondent authority.

The Tribunal **disposes of** this application without passing any order.

**SAYEED AHMED BABA**  
**Officiating Chairperson & Member (A)**

SS