

15.10.2026
Sl. No. 05 (DL)
Ct.No.19
(Susanta)
(Bench I.D. 266052)

WPA 793 of 2025

Goutam Singha
Vs.
The State of West Bengal & Ors.

Mr. Indranil Nandi,
Mr. Sayak Konar,
Mr. Sakya Maity,
... for the Petitioner.

Ms. Sushmita Saha Dutta, Ld. AGP,
Mr. Madhu Jana,
Ms. Puja Sankar,
... for the State.

1. Affidavit of service as filed today on behalf of the writ petitioner is taken on record.

2. None appears on behalf of the respondent No. 3 Co-operative Bank, despite service.

3. However, the petitioner and the respondent State are represented by their respective learned advocates.

4. At the time of hearing, Mr. Nandi, duly assisted by Mr. Konar, draws the attention of this Court to the order dated 01.10.2024 as passed by this Court, wherein it has been recorded that in the event of non-appearance on behalf of respondent no. 3 Co-operative Bank and/or their instrumentalities, the instant matter will be taken up for hearing in the absence of respondent nos. 3 to 5.

5. The subject-matter of the instant writ petition is the termination letter dated 30.11.2024 as served upon the writ petitioner by respondent no. 5

authority, being the General Manager of the respondent no. 3 Co-operative Bank, whereby and whereunder the present writ petitioner was terminated from contractual Gold Appraiser employment by the said Bank.

6. At the time of hearing, Mr. Nandi draws the attention of this Court to Chapter 12 of the Service Rules of respondent no. 3 Bank. Drawing attention to Clause 29(iii) of the said Rules, it is argued by Mr. Nandi that the said Service Rules provide that temporary staff may be terminated by seven days' notice or on payment of seven days' remuneration.

7. Mr. Nandi submits before this Court that prior to issuance of the termination letter dated 30.11.2024, there was no compliance of the said rule at the instance of respondent no. 3 Co-operative Bank.

8. It is further argued that from page no. 18 of the instant writ petition, it will reveal that the writ petitioner was appointed on a contractual basis on 28.05.2012 by respondent no. 5 authority and therefore, respondent no. 3 authority, being the appointing authority of the writ petitioner, was entitled to issue the letter of termination.

9. It is argued by Mr. Nandi that on perusal of the impugned letter dated 13.11.2024, it will reveal that respondent no. 5 authority categorically indicated that such termination letter was issued as per the instruction of the Additional Chief Secretary, Co-operation Department, Government of West Bengal,

who, by no stretch of imagination, can be called the appointing authority of the writ petitioner.

10. It is thus submitted by Mr. Nandi that on account of such illegality and/or irregularity, as has been highlighted before this Court, the impugned letter of termination dated 30.11.2024 may be quashed.

11. Ms. Susmita Saha Dutta, learned Additional Government Pleader appearing on behalf of the respondent State, submits before this Court that respondent no. 3 Co-operative Bank and its instrumentalities are the answering respondents.

12. On careful perusal of the entire materials as placed before this Court, and after hearing the learned advocates appearing for the contending parties, it appears to this Court that despite giving several opportunities, respondent nos. 3 to 5 have chosen not to file their affidavit-in-opposition. Materials have been placed before this Court that respondent no. 5 is the appointing authority of the present petitioner.

13. On careful perusal of the impugned letter of termination dated 30.11.2024, it appears to this Court that respondent no. 5 authority issued the said letter of termination as per the instruction of the Additional Chief Secretary, Co-operation Department, Government of West Bengal, who is admittedly not the appointing authority of the petitioner.

14. No material is forthcoming that prior to issuance of the impugned letter of termination, the respondent Co-operative Bank has complied with the provisions of Rule 29 of the said Service Rules. No material is forthcoming before this Court to substantiate that the principles of natural justice have also been followed while issuing the impugned termination of memo.

15. Consequently, the instant writ petition succeeds and is thereby allowed.

16. Consequently, the impugned letter of termination dated 30.11.2024 as issued by the respondent no.5 authority is hereby set aside.

17. The respondent no. 5 authority is directed to reinstate the writ petitioner in the respondent no. 3 Co-operative Bank with immediate effect.

18. With the aforementioned observation, the writ petition is disposed of.

(Partha Sarathi Sen, J.)