

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

Present:

The Hon'ble Justice Moushumi Bhattacharya

W.P. No.14283(W) of 2014

Anirban Ghosh

Vs.

State of West Bengal & Ors.

With

W.P. No.14319(W) of 2014

Barun Kumar Ghosh

Vs.

State of West Bengal & Ors.

he petitioner [in W.P.14283(W)/2014]	: Mr. L.K. Gupta, Senior Advocate Mr. Arjun Roy Chowdhury, Advocate Mr. P.P. Dutta, Advocate
For the Petitioner [in W.P.14319(W)/2014]	: Mr. Soumen Kumar Dutta, Advocate Mr. M.K. Ghosh, Advocate
Heard on	: 13.03.2019, 20.03.2019, 27.03.2019, 03.04.2019, 10.04.2019, 12.06.2019.
Judgement on	: 04.07.2019

Moushumi Bhattacharya, J:-

1. The petitioners seek equal pay for equal work and have challenged an order dated 22nd December, 2013 passed by the Secretary, School Education Department, Law Branch, Government of West Bengal.

2. The petitioners serve as contractual part-time teachers and were selected under guidelines framed by the State Government dated 24th September, 2002 at a consolidated pay of Rs.2000/- per month against the sanctioned posts for a period of one year. The period of appointment was extended thereafter by subsequent orders.

3. The impugned order was passed following a direction of a learned Single Judge of this court on 8th October, 2013 on the Secretary to the Government of West Bengal to consider the representation made by the petitioner for being accorded the same rights as that of permanent full-time teachers in Government-aided schools. By the order impugned, the Secretary rejected the prayer of the petitioners on the ground that the petitioner's service cannot be regularized as a permanent teacher and that the petitioners were not entitled to the salary of permanent teachers appointed against permanent vacancy. The impugned order culminates with the Secretary, School Education Department, withdrawing an earlier G.O. no. 1176- SE (S) dated 28th July, 2010 by which the Part-time contractual teachers were entitled to ten days casual leave and ten days medical leave subject to taking an equal number of classes per week as that of regular full-time teachers.

4. The petitioners hold post-graduate degrees in Economics and Geography. On 6th June, 2002, the Education Department of the State Government issued a Government Order creating 900 posts for Part-time teachers in high schools upgraded to the level of higher secondary schools in West Bengal on contractual basis as Part-time teachers. The appointments were made subject to the

“teaching load” of such Part-time teacher being ten periods per week. The letters of appointment stated, inter alia, that the petitioners were being appointed for a period of one year from the date of joining on a consolidated pay of Rs.2000/- per month.

5. The guideline for recruitment for part-time Assistant Teachers of recognized non-government higher secondary schools / Madras in terms of government order no. 1253-SE(S) dated 9th August, 2002 of the School Education Department (Secondary Branch, Government of West Bengal) provided inter alia that all appointments shall be made strictly according to the said guideline against part-time teaching posts sanctioned by the School Education Department and that the appointments would be on contractual basis.

6. The argument of learned counsel for the writ petitioners is based on a series of documents which are required to be enumerated in sequence:-

i) By a communication from the school dated 14th January, 2004, the appointment of the petitioners were extended for a period of one year from the date of joining on a consolidated pay of Rs.2000/- per month. The appointment letter states that the petitioners *“have been selected again”* as Part-time teachers for teaching the concerned subjects in the Higher Secondary Section of the concerned school. The contractual agreement referred to in this letter is of 14th January, 2004 being the date when the term of the earlier appointment had ended.

ii) By an order dated 27th April, 2007, the monthly emolument of the petitioners was enhanced to Rs.3000/- per month. Clause 3 of the said order

provided, inter alia, that there will be no appointment of any new Part-time teacher on contract basis in Non-Government Higher Secondary Schools with effect from 1st April, 2007 but the existing Part-time teachers (on contractual basis) may continue until further orders.

iii) By a communication issued by the Director of School Education, West Bengal, to the District Inspector of School (SE), on 29th August, 2008 a direction was given to all districts that no additional posts should be sanctioned for the subject for contractual teachers are posted". The reason for such decision was that a few Higher Secondary Schools in the State are running with Part-time contractual teachers since 2002 and hence no additional post should be sanctioned to such Higher Secondary Schools for the subjects taken care of by the Part-time contractual teachers.

iv) By an order of the School Education Department, Higher Secondary Branch dated 25th February, 2009, the emoluments of Part-time teachers attached to Non-Government Higher Secondary Schools was enhanced to Rs.6000/- per month. Clause 3 of this order directed that no further appointment of any new Part-time teacher on contractual basis should be made in Non-Government Higher Secondary Schools with effect from 1st April, 2007 and that the existing Part-time teachers on contractual basis may continue till further orders.

v) The continuity of the service of such teachers was guaranteed by an order of the Joint Secretary, School Education Department dated 28th January, 2010 which states the following:-

“.....School Education Department after careful consideration has now decided to ensure that none of the Part-time contractual teachers attached to Government-aided Higher Secondary Schools be terminated or be released or have the contracts not renewed without obtaining the permission of the District Inspector of Schools (SE) concerned”.

vi) The monthly emolument of the contractual teachers attached to Non-Government Higher Secondary Schools under the Directorate of School Education, Government of West Bengal was again enhanced by 35% to Rs.8100/- per month by a memorandum issued by the Secretary to the Government dated 23rd April, 2010 together with *ex-gratia* retirement honorarium of Rs.1 lac on attaining sixty years of age.

vii) By an order dated 9th June, 2010 passed by the Secretary to the Government of West Bengal, School Education Department, it was provided, inter alia, that such teachers would be entitled to enhancement at the rate of 5 percent of their remuneration every three years after the enhancement done as on 9th June, 2010. It was further provided that these persons will remain engaged till 60 years of age and that the State Government will bear the expenditure. Significantly, the order reiterates that *“no new engagement of Part-time teachers for Non-Government Higher Secondary Schools can be made after issue of this order.”*

viii) A communication was issued by the Joint Secretary, School Education Department dated 28th July, 2010 sanctioning ten days' casual leave and ten days' medical leave to Part-time contractual teachers attached to different

Government-aided/sponsored Higher Secondary Schools under the Directorate of School Education, Government of West Bengal, subject to the condition that such teachers would have to take equal number of classes per week similar to the duties of regular and full-time teachers.

[this communication was withdrawn by the impugned order dated 27th December, 2013 and has been referred to paragraph 3 of the judgment]

ix) A “*teaching experience certificate*” was awarded to the petitioners by the concerned school on 13th June, 2013 certifying that “*they have been discharging his duties, taking equal number of classes per week as like as the duties of regular and full-time teachers of both normal and higher secondary section in terms of Order No. 1176-SE(S)/IS-37/09 dated Kolkata, the 28th July, 2010 of the Joint Secretary, Government of West Bengal, School Education Department, Secondary Branch, with effect from 28.7.2010. He has been rendering his valuable service in this institution till now having the teaching experience more than ten years*”.

x) Orders of appointment of Presiding and Polling Officers for the general election to the Durgapur Municipal Corporation dated 29th April, 2006, 25th April, 2007 and 13th April, 2008 shows that the petitioners were selected for and discharged election duty.

xi) An Examiner appointment letter dated 26th December, 2013 issued by the Deputy Secretary of the West Bengal Council of Higher Secondary School, Burdwan Regional Office shows that the petitioners were appointed as “*examiner and scrutinizer*” for Higher Secondary Examination, 2014. Several other documents have been relied upon to show that the petitioners were appointed as

examiner and scrutinizer on a regular basis in the concerned subjects and discharged their duties in pursuance of such.

7. Relying on the documents described above, learned counsel for the petitioners submits that the petitioners were appointed as part of a special recruitment drive undertaken by the State Government in accordance with specific guidelines laid down by the School Education Department, Secondary Branch. Unlike regular appointments, the petitioners were not selected by the School Service Commission which shows the urgent requirement of appointing the petitioners as part-time contractual teachers to fulfil the objective of the policy decision dated 6th June, 2002 by which 900 posts of part-time teachers for the Higher Secondary Section of Higher Secondary Schools had been sanctioned. The said posts had been sanctioned in view of the upgradation of High Schools to the level of Higher Secondary Schools which is also mentioned in this communication from the Special Secretary to the Government of West Bengal to the Director of School Education. Counsel submits that all these appointments were therefore made against sanctioned posts. Counsel places emphasis on the direction from the Director of School Education to the District Inspectors dated 29th August, 2008 with regard to the bar of appointment of Additional Teachers for the subjects where contractual teachers are posted in Higher Secondary Schools and which was made applicable to all Districts of the State. Counsel further places emphasis on the letter communication dated 28th July, 2010 from the Joint Secretary to the Government of West Bengal to the Director of School Education providing, inter alia, that the Part-time teachers would be eligible for

specified leave subject to their taking equal number of classes per week as that of full-time teachers. Counsel relies on paragraph 21 of the writ petition (W.P.14283(W) of 2014) to establish the nature and extent of the duties of the writ petitioners being Part-time teachers which are at par with that of full-time teachers. Counsel places the supplementary affidavits filed by the petitioners stating that the petitioners as contractual teachers take equal number of classes as full-time teachers and significantly the vacancy status of the petitioners shown in the website of the Education Department is that of “*permanent*”.

8. Counsel assails the impugned decision passed by the Secretary, School Education Department by contending that the case of the petitioners before the Secretary is not one of regularization but of claiming equal pay for equal work in reliance of the repeated communications issued by the State Government. Counsel reiterates that appointing the petitioners by framing specific guidelines shows that the State had felt the need to sanction and fill up addition posts to meet the exigencies of the situation namely upgradation of High School to the level of Higher Secondary Schools. Having done so and reiterating the importance of such Part-time teachers in the form of extending their tenure and enhancing their emoluments, the State cannot approbate and reprobate on the issue. Counsel submits that the decision of the Hon’ble Supreme Court in *Uma Devi* reported in (2006) 4 SCC 1 has no application to these facts as the said judgment dealt with illegal and irregular appointments, which is not the case here.

9. I have heard learned counsel appearing for the petitioners.

10. The orders on record show that despite several opportunities being given to the respondents, none of the respondents have appeared to contest the proceedings. The orders are from 24th August, 2018 till 12th June, 2019. On 3rd April, 2019, the State was represented and the affidavits filed by the parties were taken on record. The State and the other respondents have not appeared since April 2019.

11. The principle of “*equal pay for equal work*”, which is the issue for consideration in the present case, has been visited in numerous decisions of the Hon’ble Supreme Court, the most recent being *State of Punjab Vs. Jagjit Singh* reported in (2017) 1 SCC 148, which has been relied on learned counsel appearing for the petitioners. The principle of parity of pay scale considered in *Jagjit Singh* related to temporary employees performing the same duties and responsibilities as that of regular employees. The issue for consideration before the Supreme Court was whether Memorandum/regular pay scale along with dearness allowance could be extended to temporary employees engaged on a daily-wage basis, Ad-hoc appointees, casual employees, contractual appointees and the like. After considering several decisions, the Supreme Court held that temporary employees possessing requisite qualifications and appointees against sanctioned posts and performing similar duties as that discharged by regular employees were entitled to claim wages at par with minimum pay scale of regular employees holding the same posts. Before considering whether the aforesaid principle fits into the facts of the present writ petitions, understanding what the principle “*equal pay for equal work*” entails is necessary.

12. The principle has been urged by employees who were appointed on a contractual or Ad-hoc basis and claimed a parity of pay scale to employees who were engaged on a regular basis against sanctioned posts. The underlying sense of entitlement of the employees before the Supreme Court, as has been discussed in the decisions, was the similarity of the scale of duties and responsibilities of contractual employees to those engaged in regular posts. In *Jagjit Singh*, the

Supreme Court held that the onus of establishing similar parity in the duties and responsibilities of the subject posts with reference to the pay scale of the post aspired for, lay on the person who claims it. Further, the principle of “*equal pay for equal work*” would be applicable in cases of unequal scales of pay based on irrational classification or an absence of classification and the concerned employees should be performing work of the same quality and sensitivity as those with whom the comparison is sought to be made. This would mean that persons holding the same designation but having dissimilar duties and responsibilities would naturally be excluded from claiming equal pay. It was also held that for placement in a regular pay scale, the claimant has to be a regular appointee (reference: *Orissa University of Agriculture & Technology Vs. Manoj K. Mohanty*; (2003) 5 SCC 188. A few cases where a claim for pay parity was accepted by the Supreme Court are *Dhirendra Chamoli Vs. State of U.P.*; (1986) 1 SCC 637, where it was held that the action of not paying the same wage despite the work being the same was violative of Article 14 of the Constitution of India. In *Surinder Singh Vs. CPWD*; (1986) 1 SCC 639, it was found that the right of equal wages claimed by temporary employees had its foundation in Article 39 of the Constitution (Article 39; “Certain principles of policy to be followed by the State”). The scope was widened in *Bhagwan Dass Vs. State of Haryana*; (1987) 4 SCC 634 where the Supreme Court held, inter alia, that the manner of selection and appointment or the duration of the appointment in temporary cases would make no difference. The only relevant consideration according to the Supreme Court was whether an employee is required to discharge similar duties and responsibilities as regular

employees and the concerned employee possesses the qualifications prescribed for the post. In *State of U.P. Vs. Putti Lal*; (2006) 9 SCC 337, *State of Haryana Vs. Charanjit Singh*; (2006) 9 SCC 321, *U.P. Land Development Corpn. Vs. Mohd. Khursheed Anwar*; (2010) 7 SCC 739, respectively, the Supreme Court declared that if the daily wage employees could establish that they were performing equal work of equal quality and all other relevant factors were fulfilled, a demand for payment of equal wages would be justified.

13. There have also been cases where the benefit of “*equal pay for equal work*” to temporary employees was declined by the Supreme Court. These include: *Harbans Lal Vs. State of H.P.*; (1989) 4 SCC 459, *Grih Kalyan Kendra Workers’ Union Vs. Union of India*; (1991) 1 SCC 619, *State of Haryana Vs. Tilak Raj*; (2003) 6 SCC 123 and *State of Punjab Vs. Surjit Singh* (2009) 9 SCC 514 which were decided on the basis of the employees (petitioners before the court) not being able to establish that they were rendering similar duties and responsibilities as were being discharged by regular employees holding corresponding posts.

14. The next issue which falls for consideration is whether the petitioners before this court have been able to establish that the duties and responsibilities rendered by them are on an equal footing with those of permanent/full-time teachers.

15. The actual position with regard to the duties being rendered by the petitioners would appear from the supplementary affidavits filed by both the petitioners. The number of classes taken by the petitioners would appear from records of “*class routine*” annexed to the supplementary affidavits. These record

the contentions of the petitioners that equal number of classes were being taken by them to that of full-time teachers. This has not been disputed by the school authorities being the respondent nos. 6, 7 and 8 by way of affidavits or otherwise. In the affidavits, it has also been stated, inter alia, that the petitioners teach their respective subjects in Classes XI-XII in the concerned school. The petitioner Anirban Ghosh in W.P.14283/14 takes twelve classes per week as per a Government Order dated 29th August, 2008 under which no additional posts/teachers should be sanctioned in Higher Secondary Schools for the concerned subjects which are being taken care of by part-time contractual teachers. The petitioner also takes ten classes per week in English and Mathematics in Classes V-VII. The total number of classes taken per week are hence 22. It has also been stated that the concerned school has a total number of 1193 students in Classes V-XII academic year 2018-2019, whereas, the requirement of a Government Circular dated 5th March 1998 is 15 teachers. The school has a sanctioned strength of 11 permanent teachers, 4 Para-teachers and 1 contractual teacher. Both the petitioners have stated that they are discharging full-time duties by taking an equal number of classes to that of permanent teachers and are hence entitled to a parity of pay scale. Significantly, none of the other available teachers are qualified to take Economics. There are 4 Para-teachers and 1 contractual teacher taking the number of teaching posts to 17.

16. In the impugned orders passed by the Secretary, School Education Department, which are under challenge in these proceedings, the primary ground

for denying relief to the petitioners appears to be that the appointments of the petitioners were not regular. In concluding that the service of the petitioners cannot be regularized as that of a permanent teacher, the concerned authority relied on paragraph 53 of the decision of *State of Karnataka Vs. Umadevi* reported in (2006) 4 SCC 1. The concerned authority was of the view that paragraph 53 was an exception carved out only in restricted cases and cannot be used to regularize those who were not duly appointed as per the constitutional scheme. It must be stated that the effect sought to be achieved by the concerned authority in relying upon *Umadevi* in clause V of the order is not clear to this court. The portion of the impugned order where the said decision has been relied on passed by the Secretary is set out below;

“As per para 53 of the decision taken by the Hon’ble Supreme Court in case of Uma Devi reported in (2006) 4 SCC page 1 wherein the Hon’ble Apex Court observed that the services or irregularly appointed candidates who have worked for ten years or more in duly sanctioned post but not under cover of orders or the Court or of Tribunals and should further ensure that regular recruitments are undertaken to fill those vacant sanctioned posts that required to be filled up in cases where temporary employees or daily wagers are being employed. But there should be no further bypassing of the constitutional requirements and regularizing making permanent those not duly appointed as per the constitutional scheme. Hence, no relief can be given to the petitioner. The service of the petitioner cannot be regularised as a permanent teacher. Accordingly, there is no question to pay salary as payable to the permanent teacher appointed against permanent vacancy as per prescribed procedures. However, G.O. No.1176-SE(S) dated 28.07.2010 is hereby withdrawn and the part-time contractual teacher attached to different Government Aided/Sponsored Higher Secondary Schools may avail ten (10) days casual leave and ten (10) day medical leave in a whole academic year and the teaching load for such part-time teacher should be restricted to ten (10) periods per week.”

From the above, it is clear that the concerned authority considered the dispute as one of regularization. This court finds substance in the submission of counsel for

the petitioners that the decision of the Hon'ble Supreme Court in *Umadevi* is not applicable in the present case, the reason for which is stated below.

17. It may be noted that in *Umadevi*, the Supreme Court found that the concept of “*equal pay for equal work*” is different from conferring permanency to those who have been appointed on a temporary basis. This issue has in fact been re-visited in *Jagjit Singh* where the Supreme Court, upon considering *Umadevi*, held that the issues of pay parity and regularization in service have been clearly distinguished in *Umadevi*. A claim of equality in terms of pay cannot be made applicable in matters of absorbing temporary employees in Government service or making them permanent. A demand of regularization of service entails treating unequals as equals, particularly where the process of selection of employees in permanent posts is different to those who have been inducted on a temporary basis. In these proceedings, the fundamental basis of the claim made by the petitioners is that the contractual teachers are having to put in the same number of classes and other duties attached to such posts as those of the full-time teachers. From the fact situation as stated at the beginning of the judgment, it is clear that the petitioners were inducted pursuant to a policy decision of the School Education Department of 6th June, 2002 for creation of 900 posts for part-time teachers in Higher Secondary Schools in West Bengal. The Special Secretary's letter to the Director of School Education Department refers to the sanction given by the Governor for the creation of these posts. The communication further states that the posts will be filled up by the Managing Committee, Ad-hoc Committee or the Administrator of the particular Higher

Secondary institution on the terms and conditions stated in the said order. Pursuant to this decision, the Director of School Education issued a Memorandum for sanction of such posts for teaching staff on 8th August, 2002 which significantly stated the following:

“The posts of teaching staff sanctioned in terms of G.O. No. 220-SE(HS) dt. 6.6.02 is hereby communicated for appointment for Higher Secondary Section. School Authority will now take immediate steps to fill up the REGULAR post(s) by bringing the matter to the respective School Service Commission through the concerned District Inspector of Schools (SE).....”

The Guidelines for recruitment for such part-time Assistant Teachers of recognized Non-Government Higher Secondary Schools/Madrasahs were framed thereafter by the Director of School Education on 24th September, 2002. The petitioners were appointed in terms of the said guidelines by the Secretaries of their respective schools. The point to be noted is that the concerned respondents have by several acts in sequence, reinforced the necessity of the service rendered by the petitioners. Although, the appointments were made on a temporary basis for one year, the petitioners were issued appointment letters in each successive year extending such appointment. The emoluments of the petitioners were also increased from time to time by the School Education Department. The significant affirmation of the petitioners' worth is reflected from the order of the Deputy Secretary, School Education Department of 27th April, 2007 that there will be no further appointment of any new Part-time teacher on contractual basis with effect from 1st April, 2007; a stronger reiteration on 29th August, 2008 declaring that no additional posts should be sanctioned in such Higher Secondary Schools for the subjects which are already being taken care of by the Part-time

contractual teachers. The order passed two years later by the Joint Secretary, School Education Department on 25th February, 2009, directing that there will be no further appointment of any new Part-time teacher on contractual basis in any Non-Government Higher Secondary Schools with effect from 1st April, 2007 and yet another order dated 28th January, 2010 by the Joint Secretary stating the following;

ORDER

“The undersigned is directed to say that the State Government in the School Education Department after careful consideration has now decided to ensure that none of the part-time contractual teacher attached to Govt. aided Higher Secondary Schools be terminated or be released or have the contracts not renewed without obtaining the permission of the District Inspector of Schools (SE) concerned.”

The fact that the State Government considered the petitioners (temporary teachers) to be at par in all respects with the full-time teachers was further reinforced by a Memorandum dated 23rd April, 2010 where it was stated, inter alia, that;

“2. All the existing Part time Contractual Teachers will now be re-engaged by the Govt. Officials in the manner to be notified in due course for a period of 1 (one) year subject to renewal till they attain 60 years of age or such project is winded up, whichever is earlier. But no new part time contractual teacher shall be engaged without prior written approval of the Deptt.”

18. An order dated 9th June, 2010 passed by the Secretary is a reiteration that no new appointments of Part-time teachers would be made after issue of the said order. The stand of the Government that there is no perceptible difference between contractual and regular teachers can also be found from the Teaching

Experience Certificate issued to the petitioners by the school which states following;

“In addition he has been discharging duties, taking equal number of classes per week as like as the duties of regular and full-time teachers of both normal and H.S. section in terms of order No-1176-SE (S)/IS 37/09 dated Kolkata, the 28th July, 2010 of the Joint Secretary, Govt. of West Bengal, School Education Department, Secondary Branch, w.e.f. 28.07.2010. He has been rendering his valuable service in this Institution till now having the teaching experience more than 10 years.”

The documents annexed to the writ petitions show that the contractual teachers have also been directed to perform the same duties as the full-time teachers, including performing the duties of Examiners and Scrutinizer for the Higher Secondary Examinations as well as being appointed as Presiding Officers and Polling Officers for designated polling stations for assembly elections.

19. It is significant that the Secretary, School Education Department, decided to withdraw G.O. No. 1176- SE(S) dated 28th July, 2010 at the time of passing the impugned orders. This G.O. had not only sanctioned leave equal to that of full-time teachers but had made such leave conditional upon the following;

“.....after careful consideration, the Governor has now been pleased to accord sanction of 10 (ten) days casual leave and 10 (ten days Medical Leave to the part-time contractual teachers attached to different Govt. aided/Sponsored Higher Secondary Schools under the Directorate of School Education, Govt. of West Bengal subject to the condition that they have to take equal number of classes per week as like as the duties of regular and full-time teachers.”

20. It is further significant that although this G.O. was withdrawn by the impugned orders, the other orders passed by the Education Department, enumerated above, were thought fit not to be disturbed. The claim for “*equal pay for equal work*” has its underpinnings in Article 16 of the Constitution of India

which mandates equal treatment and equal opportunities to all citizens in matters of employment. Unlike the cases where the prayer for pay parity was declined, in these proceedings, the petitioners cannot be treated as a separate and distinct class or said to be claiming benefits for a scale of duties which is outside the post and profile of the petitioners. The petitioners do not seek a change in the nature of their duties in the sense of being “regularized”. The petitioners claim equal rewards compared to those who are rendering work equal in all respects to that of the petitioners.

21. In the view of this court, when the petitioners were inducted pursuant to a specific and planned drive by the State Government to meet the need of the hour, namely, to deal with a gap in the number of available teachers for the increasing demand in Higher Secondary Schools across the State, the petitioners were expected to take on a workload equal to that of permanent teachers; hence denying equal benefits to the petitioners would be against the principle enshrined in Article 16 of the Constitution of India. If the petitioners have been performing duties and responsibilities of the same weightage, quality and sensitivity to that of full-time permanent teachers, denying equal pay to the petitioners would amount to treating equals as unequals and such artificial parameters cannot be created between those who are equal in all respects. Simply put, the State having treated the petitioners as one with the full-time teachers, is estopped by conduct from contending to the contrary. The action to withdraw the notification specifically providing that temporary teachers would perform the same duties as regular and full-time teachers is arbitrary and is not supported by reasons. In his

hurry to justify the order, the authority concerned in all probability forgot the existence of the other Orders and Memorandums which affirms the parity between the petitioners/temporary teachers and the permanent full-time teachers.

22. In view of the above discussion, the impugned orders dated 27th December, 2013 and 24th December, 2013 are set aside. The concerned respondent will take steps for payment of salaries and other benefits to the petitioners equal to that of the regular scale of pay and at par with the full-time permanent teachers of the concerned school. This should be made effective from 27th April, 2007 being the date of the order restraining any further appointment of any new part-time teachers on contract basis in Non-Government Higher Secondary Schools with effect from 1st April, 2007. Both the writ petitions are disposed of in terms of the above.

Urgent Photostat certified copy of this order, if applied for, be supplied to the parties on priority basis upon compliance of all requisite formalities.

(Moushumi Bhattacharya, J.)