



IN THE HIGH COURT OF KARNATAKA AT BENGALURU

DATED THIS THE 13TH DAY OF JANUARY, 2026

BEFORE

THE HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

WRIT PETITION NO. 13610 OF 2023 (S-RES)

BETWEEN:

SRI.B.P. NAGARAJU GOWDA
S/O. PUTTESWAMY GOWDA
AGED ABOUT 67 YEARS
W/A. HALT AGENT
BEERUHALI RAILWAY STATION
HAKKI HEBBAL HOBLI
K.R. PETE TALUK, MANDYA DISTRICT- 571605

...PETITIONER

(BY SRI. A V AMARNATHAN., ADVOCATE)

AND:

1. THE UNION OF INDIA
MINISTRY OF RAILWAYS
RAILWAY BHAVAN
PARLIAMENT BHAVAN STREET
NEW DELHI -110001.
(REP BY ITS SECRETARY).

2. DIVISIONAL MANGER (COMMERCIAL)
SOUTH WESTERN RAILWAY
MYSORE- 570021.

...RESPONDENTS

(BY SRI. SHANTHI BHUSHAN H., DSGI, FOR R1 & R2)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO DIRECT THE RESPONDENTS TO CONSIDER HIS LONG SERVICE OF MORE THAN 25 YEARS AND TO PAY EQUAL PAY FOR EQUAL WORK FROM 13/5/1988 TO 13/12/2013 AND ETC.

Digitally signed by
MALATHI CHALUVA
IYENGAR

Location: HIGH
COURT OF
KARNATAKA



THIS PETITION, COMING ON FOR PRELIMINARY HEARING IN 'B' GROUP, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE H.T. NARENDRA PRASAD

ORAL ORDER

This writ petition is filed under Articles 226 & 227 of the Constitution of India, seeking the following relief:

"Direct the respondents to consider his long service of more than 25 years and to pay "equal pay for equal work" from 13.05.1988 to 13.12.2013."

2. The case of the petitioner is that he was appointed as an agent near a Railway Halt Station and worked in that capacity from 1988 till 2013. He was paid only commission based on ticket sales and was not paid any salary. Therefore, he sought equal pay for equal work. Accordingly, he approached this Court by filing a writ petition in W.P.No.31397/2019. This Court, by order dated 23.03.2023 (vide Annexure-C), disposed of the said writ petition, reserving liberty to the petitioner to submit one more representation. Pursuant to the directions of this



Court, the petitioner submitted a representation. However, in response to the said representation, an endorsement came to be issued vide Annexure-E dated 19.05.2023, rejecting the petitioner's request. The endorsement dated 19.05.2023 has not been challenged in the present writ petition.

3. The only relief sought by the petitioner in this writ petition is to direct the respondents to pay equal pay for equal work for the period of 25 years he has worked.

4. Earlier, the petitioner filed a writ petition in W.P. No.19683/2014, seeking regularization of his services. This Court, by order dated 26.08.2015, rejected his request for regularization, and the same was confirmed by a Division Bench of this Court in W.A.No.127/2016 and connected matters, which were disposed of on 21.01.2019. The said order has attained finality. The petitioner is now seeking equal pay for equal work for the period from 13.05.1988 to 13.12.2013. For the first time,



he sought such a relief only in the year 2019, after a lapse of five years.

5. The respondents have filed a detailed statement of objections and have specifically contended that the respondents did not appoint the petitioner as a Halt Agent. It is asserted that he was appointed on a contractual basis, and therefore, he is not entitled to claim equal pay for equal work. The relevant paragraphs of the statement of objections are extracted below:

" 6. It is submitted that the averments of the Petitioner are factually incorrect wherein the halt agent is not provided with duties of showing any signal to the loco pilot of the train. The loco pilot of the train will stop and start the train as per the scheduled stoppages prescribed by the Railway Administration. Railway Board Master Circular issued by Ministry of Railways, Government of India, vide letter No 2017/TG-IV/2/RB/5/Halt policy dated: 18-11-2019 (Annexure R1). That, in terms of the said Notification (Annexure R1) the Petitioner is engaged as an "halt agent/contractor" and the conditions of the eligibility of the "halt contractor" is governed by



Clause 4.0 of the said Notification (Annexure R1) and the "payment of commission" on engagement as an halt contractor is governed by Clause 5.0 of the said Notification (Annexure R1). Further, in para 3 of the said Notification which is reproduced as under "regarding regularization of halt contractors, facilities provided to halt contractor etc it is specified that halt agents are appointed after the railway enters into a contractor with the selected candidate. The appointment is purely contractual in nature and no in railway service, facilities namely viz absorption regularization in service, bonus, railway pass facilities etc shall accrue to the halt contractor." Therefore, the averments that the halt contractor is in charge of the halt station is totally misconceived by the Petitioner and averments that the Petitioner is providing water to the passengers is within the purview of the duties of the halt contractor based on which "commission" is being paid (Not amounting to wages) as per Clause 5.4 of the said Notification (Annexure R1). That, if the Petitioner fails to provide water and also fails to maintain the infrastructure of the halt station, it shall be treated as breach of conditions of the contract. It is submitted that as per Clause 13 of the said Notification (Annexure R1) there are additional guidelines specified that the "halt agent" shall be responsible for the cleanliness of the station without any remuneration and railway



authorities shall conduct inspections regularly to ensure that proper cleanliness has been maintained at the halt stations.

7. It is further submitted that, there is no duty cast upon the halt agent to caution the driver and stopping of the train etc. The petitioner is making an attempt to define the duties of a halt agent, when the Petitioner only was appointed/selected through tender process and the Petitioner could not have a better definition of an halt agent than the railway/respondents and the Railway Board has issued a Master Circular on creation of Halt Stations and engagement of halt agents. (Annexure R1).

8. As per para 4.1.7 of Halt Agent Policy Annexure R1, the initial period of contract should be for five years and thereafter fresh contracts should be awarded after calling for fresh applications. After the expiry of the initial contract period of five years, the existing Halt contractors may be given an extension of five years (maximum-contract period should not exceed $5 + 5 = 10$ years). The extension should be in spells of two and half years at a time subject to the Halt contractor's working being satisfactory and Railway dues being paid in time."

6. Even, the petitioner has not produced his appointment order to show that he was appointed as a



Halt Agent. As per the statement of objections, it is very clear that he was appointed on a contractual basis and was paid commission depending upon the sale of tickets. Further, the endorsement vide Annexure-E dated 19.05.2023 has not been challenged.

7. Considering all these aspects, the writ petition is devoid of merit. Accordingly, it is dismissed.

Sd/-
(H.T. NARENDRA PRASAD)
JUDGE

CM
LIST NO.: 1 SL NO.: 41