

19.01.2021.
Item no. 33.
Court No.13
ap

**W.P.A. No. 10866 of 2020
(Through Video Conference)**

**Sri Avijit Gayen
Versus
Calcutta State Transport Corporation & Ors.**

Mr. Sukanta Ghosh.

...For the petitioner.

Mr. Amal Kumar Sen.

...For the C.S.T.C.

The agreement dated 8th June, 2019 and the letter of engagement dated 7th June, 2019 are kept with the record.

The petitioner was a contractual employee engaged by the Calcutta State Transport Corporation and was working as a Conductor under the agreement dated 8th June, 2019.

Clause 16 of the said agreement dated 8th June, 2019 provided that the agreement can be terminated and the service of the petitioner discontinued even without notice. The grounds for termination are mentioned therein.

The petitioner was found on three several occasions to be in violation of the Rules of the Corporation. On 23rd June, 2018, the petitioner was found to have Rs.365/-in excess in his conductor's bag. On 13th April, 2019, the petitioner was found Rs.216/- in excess and on 17th February, 2020, he was found to be Rs.150/- short.

Mr. Sen, learned Counsel appearing on behalf of the CSTC, submits that amounts found in excess of the tickets sale could definitely be interpreted as a case of accepting fare without issuing tickets that could be appropriated by the petitioner. The shortfall of Rs.150/- could mean that the petitioner has issued tickets but has not collected the fare from the passengers concerned and/or failed to account for the same.

It is submitted that the CSTC has lost faith and confidence on the petitioner. It is also submitted that the petitioner in writing had earlier apologized to the CSTC but has not rectified his conduct.

Admittedly, the petitioner is a contractual employee, who is not entitled to protection under Article 311 of the Constitution of India. The petitioner also does not get benefits under Article 16 of the Constitution of India.

For the reasons stated hereinabove, the instant writ petition shall stand dismissed.

There will be no order as to costs.

All parties are directed to act on a server copy of this order on usual undertakings.

(Rajasekhar Mantha, J.)

