

Court No. 2

22.09.2021

(Sl. 7)

(S. Banerjee/BP)

**Calcutta High Court
In the Circuit Bench at Jalpaiguri
Constitutional Writ Jurisdiction**

WPA 126 of 2021

Jyotirmoy Sarkar & Ors.
Vs.
State of West Bengal & Ors.

(Via Video Conference)

Mr. Hillol Saha Podder
... AoR for the petitioners

Mr. Subir Kumar Saha
Mr. Bikramaditya Ghosh
... for the State

Mr. Srijan Nayak
Mr. Raja Saha
Mr. Momenur Rahman
Mr. Sanjoy Mukherjee
... for the Bank

Let the affidavit of service filed in court today
be kept on record.

The petitioners were engaged on contract
basis as computer operators. The period of
engagement was for one year which was renewed
from time to time since 2008. The petitioners were
liable to be transferred to various branches of the
bank in terms of the contract.

The services of the petitioners were
terminated by the bank by an order dated 18th
September, 2020.

Counsel for the petitioner has argued that
his clients may have been late on some days and
may have absented themselves for being located

far away from the branch where they were supposed to have reported. It is also submitted that the petitioners could not attend the branches during the pandemic for want of transportation.

Counsel for the bank, Mr. Saha, submits that the petitioners were habitually late and also habitual absentees. Several warnings and notices were issued to the petitioners which were not heeded to.

The petitioners, therefore, cannot take the defence of the pandemic to justify their unauthorized absence and/or being late in their duties.

Counsel for the petitioners has also argued that during the pandemic there was a policy of the bank that the employees would be posted to branches nearest to their residence but the aforesaid facility was not granted to the petitioners. There is no document before this court of any request from the petitioners in this regard.

It is also argued that the termination of the petitioners is a consequence of a writ application having been filed by them challenging a recruitment policy of the bank. Counsel for the bank strongly disputes the same.

This court is of the view that even assuming for the sake of argument that the writ petition filed by the petitioners may have irked the respondents, the conduct for which the contract of the

petitioners was terminated, is wholly and independently justified.

This court is of the view that even during the pandemic the banking sector was considered as an essential service and the petitioners were obliged to attend their duties. Most banks and public sector organizations including the respondent, have made arrangements for transportation of their employees. Even otherwise, attending work for essential services was permitted during the pandemic.

In view of the aforesaid facts and considering the fact that the petitioners were on contractual service, no relief can be granted to the petitioners.

Hence this writ application is dismissed.

There shall be no order as to costs.

(Rajasekhar Mantha, J.)