

ORDER SHEET

WPO No.29 of 2021

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
ORIGINAL SIDE

SRI SUBHAJIT SAHOO
Versus
UNION OF INDIA & ORS.

BEFORE:
The Hon'ble JUSTICE ARINDAM MUKHERJEE
Date : 4th July, 2022.

Appearance:
Mr. Arik Banerjee, Adv.
Mr. Pujon Chatterjee, Adv.
...for Petitioner.

Mr. Nanda Lal Singhania, Adv.
...for Respondents.

The Court:-The petitioner obtained employment under the Geological Survey of India (GSI) as a geologist, Central Geological Service, Group-A. He was appointed on 24th May, 2016. He executed a bond with GSI to work for a minimum period of 3 years in default whereof, he would have to pay a sum of Rs.7 lakhs.

After five months employment with GSI, the petitioner got an offer of employment with ONGC as a geologist which he chose to accept. He was, however, refused release order by the GSI unless he paid the entire bond money. The petitioner claims that under extreme compulsion and on pressure

and in view of his desire to join ONGC, he had put in the aforesaid sum of Rs.7 lakhs with GSI and obtained release order.

The petitioner contends that GSI could have easily transmitted the bond executed by the petitioner with it to the ONGC also a public sector undertaking. Upon default of the petitioner working for continuous period of three years with the ONGC, the latter could have adjusted the claims of both the GSI as well as of ONGC against the petitioner. The petitioner, therefore, contends that he was wrongfully coerced into paying the GSI the said sum of Rs.7 lakhs and seeks refund thereof.

The bond given by the petitioner in favour of GSI in Clause 10 thereof provides the following:-

“10. That if the Trainee voluntarily quits at any time during the period of training or fails to complete his training successfully or does not comply the terms & conditions contained in the offer of appointment, the Rules/Regulations of the Department and the covenants contained in this Bond and / or does not serve the Department for the stipulated period of 3 (three) years thereafter, the Trainee and Surety shall jointly and severally compensate the Department for all the expenses incurred on account of and in connection with his training. The expenditures incurred by the Department on account of and in connection with the training of the Trainee shall include the pay, allowances, T.A. etc. paid to the Trainee during the training period. However, the total amount recoverable under this clause shall not exceed Rs.7,00,000 (Rupees Seven lacs only)”.

After considering the writ petition, affidavits filed therein, the report and exception thereto and after hearing the parties, I find that in the writ jurisdiction it is not possible to ascertain the expenses incurred on account of

and in connection with the petitioner's training. The detail of the expenditure provided by GSI is disputed by the petitioner in his exception.

In the aforesaid facts and circumstances, parties are relegated to suit for the purpose of quantification of the expenses said to have been incurred by GSI on account of and in connection with training of the petitioner, if they are so advised.

So far as the validity of the invocation of the bond is concerned, I am of the view that this issue is no more required to be decided as the petitioner has already deposited the amount of Rs.7,00,000/- (Rs. Seven Lakhs only) with GSI for getting himself released to join ONGC inasmuch as the issue has boiled down to refund after the petitioner has paid the bond amount. The issue of coercion and duress as alleged by the petitioner being the ground for having deposited the bond amount with GSI can not also be gone into the writ jurisdiction. This issue can also be raised conveniently in the suit.

Nothing further remains to be adjudicated.

Writ petition is, accordingly, disposed of without any order as to costs.

(ARINDAM MUKHERJEE, J.)