

13.02.2023
Sl. No.26(DL)
srm

W.P.A. No. 2300 of 2023

Sri Shibram Sasmal

Versus

The State of West Bengal & Ors.

Mr. Atarup Banerjee,
Mr. Amal Krishna Samanta,
Mr. Subhas Jana,
Mr. Rajdeep Pramanik,
Ms. Sanwyabi Nandi

....for the Petitioner.

Mr. Lalit Mohana Mahata,
Mr. P.B. Mahata

...for the State-respondents.

Mr. Abhra Mukherjee,
Mr. Sauradeep Dutta,
Mr. Arpayan Mukherjee,
Mr. Swakshar Kumar Mondal

...for the Respondent No.11.

Mr. Partha Pratim Roy,
Ms. Poulomi Chakraborty,
Mr. Sarbanada Sanyal

...for the Respondent No.12.

Affidavit-of-service is taken on record.

The petitioner was engaged by Dey Enterprise to function as a pump operator under the Anantapur Water Supply Scheme, Block Tampuk, District-Purba Medinipur, in pump house No.I, Zone-II. The contract of the agency was up to August 31, 2019. The work was entrusted to Dey

Enterprise by the Midnapore Mechanical Division, PHE Directorate and commenced from September 1, 2018 for a period of one year. The petitioner was a staff of the agency. The panchayat samiti selected the petitioner and asked the agency to engage him. This was in the nature of a recommendation. No selection process had been initiated.

Admittedly, the petitioner was engaged by the agency. The petitioner was working as a pump operator being an employee of the agency for some time till the respondent No.12 allegedly took forceful possession of the same. The respondent No.12 took possession of the same and started running the pump on the pretext of being engaged on temporary basis by the Sabhadhipati, Purba Medinipur Zilla Parishad. Such document has been filed in court.

Mr. Mukherjee, learned Advocate for the respondent No.11 (sole proprietor of Dey Enterprise) submits that sometime around March, 2019, the respondent No.12 resisted the petitioner and stopped him from entering into the pump house. The petitioner could not work for sometime and the agency's contract expired with the Midnapore Mechanical Division, PHE Directorate.

Mr. Mahata has filed a report prepared by the Executive Engineer Midnapore Mechanical Division. The authority admitted the fact that the pump house was occupied by the respondent No.12. The agency informed the Executive Engineer about such incident when the petitioner was obstructed by the respondent No.12. According to the Executive Engineer, Midnapore Mechanical Division, PHE Directorate, a complaint was lodged before the Officer-in-Charge, Tamluk Police Station. The Superintendent of Police, Purba Medinipur was also requested to take steps. The pump house continues to be under the occupation of the respondent No.12, according to the said Executive Engineer.

The facts which have surfaced are as follows:

- (a) The respondent No.11 was given a contract to run the pump house for a year.
- (b) The petitioner was engaged by the respondent No.11, and was a staff of the said respondent.
- (c) After sometime, the respondent No.12 occupied the pump house on the strength of a temporary engagement by the zilla parishad. The petitioner was not allowed to enter the pump house.
- (d) The agency complained to the Executive Engineer, Midnapore Mechanical Division, PHE

Directorate and a complaint was lodged with the police by the said authority. The agency and the petitioner also lodged complaints with the police.

- (e) The petitioner worked as a pump operator through the agency. The contract of the respondent No.11 ended on August 31, 2019.

Having heard the learned Advocates for the respective parties and upon considering the abovementioned facts, this Court is of the view that the petitioner had been engaged by an agency who had a contract with the department to operate pump for a year. The petitioner could not operate the pump due to the alleged unauthorised occupation of the pump house by the respondent No.12. There are complaints before the police with regard to the said activities.

The police authorities may take steps in accordance with law. However, when the contract of the Dey Enterprise expired in August, 2019, the question of engaging the petitioner in the pump house does not arise. The arrear salary of the petitioner is also a matter which would have to be decided by the agency because the petitioner was not employed by the department.

Under such circumstances, nothing remains to be decided in the writ petition. The writ petition is disposed of without any orders.

There shall be no order as to costs.

Parties are to act on the basis of the server copy of this order.

(Shampa Sarkar, J.)