

11.10.2023
DL-10
(PP)

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

WPA 23493 of 2023
Ujjwal Kumar Mondal
Vs.
HLL Lifecare Limited & Ors.

Mr. Indranath Mitra

....for the petitioner.

Mr. Kalyan Kumar Chakraborty,

Mr. Kashinath Bhattacharya,

Mr. Ashok Halder,

Ms. Rimashree Chatterjee

....for the respondents.

In the present writ petition, the petitioner challenges an order of transfer dated September 12, 2023. The petitioner is a contractual employee of HLL Lifecare Limited (A Government of India Enterprise). The petitioner was engaged as a Junior Territory Officer in 2009 within the periphery of Eastern Region of HLL. The contractual engagement of the petitioner was extended from time to time.

In a previous writ petition, being WP 7259 (W) of 2019, by an order dated August 1, 2019 a Coordinate Bench of this Hon'ble Court restrained the respondents from disturbing the service of the petitioner until further orders.

Even though no formal renewal letter of his engagement has been issued to the petitioner since 2020, but the petitioner is continuing with his engagement till date.

It is now submitted on behalf of the petitioner that no transfer order of a contractual employee could be made by the authorities concerned. The petitioner could not be transferred from Bardhaman, West Bengal to Chennai with immediate effect. The petitioner could have been transferred within the State but could not be transferred from one State to the other.

Mr. Chakraborty, learned counsel appearing on behalf of the respondents hands over to this Court the terms and conditions of appointment of a Junior Territory Officer on contract. Under the service conditions, the petitioner was initially posted at Siliguri and later on transferred to Bardhaman.

The service conditions clearly stipulate that the petitioner's job was transferable from one place to another which was either in existence or would come into existence.

Therefore, the authorities did not act arbitrarily in transferring the petitioner from Bardhaman to Chennai.

Considering the rival submissions of the parties and the materials placed on record, this Court is of the view that the terms and conditions of the contract clearly stipulate that the petitioner can be transferred from one *place* to *another*. Therefore, there is not

much substance in the argument that the petitioner could be transferred from one *place* to *another* within the State and not from one State to the other.

This Court is also of the view that by *transferring* the petitioner from Bardhaman to Chennai, his service conditions or his service was not being disturbed.

Accordingly, **WPA 23493 of 2023** is **dismissed**.

The petitioner is permitted to join the transferred place of posting by November 3, 2023.

Written instructions as handed over in Court today by Mr. Chakraborty are retained with the records.

Since no affidavits have been directed to be exchanged in the writ petition, the allegations contained therein are deemed not to have been admitted by the respondents.

All parties shall act on the server copies of this order duly downloaded from the official *website* of this Hon'ble Court.

Urgent photostat certified copies of this order, if applied for, be supplied to the parties upon compliance of all necessary formalities.

(Lapita Banerji, J.)