

05.03.2024
Sl. No. 33.
D/L.
Mithun
Ct.No.23.

**In the High Court at Calcutta
Constitutional Writ Jurisdiction
Appellate Side**

WPA 4598 of 2024

**Sandip Das & Anr.
Vs.
Union of India & Ors.**

Mr. Uday Shankar Bhattacharya,
Ms. Sudeshna Basu Thakur
..for the petitioners.
Mr. Kamal Kumar Chattopadhyay
...for respondent No.5, 6 & 7.
Mr. Kousik Roy,
Mrs. Priti Jain
...for respondent no 1 to 4.

Affidavit-of-service filed on behalf of the
petitioner is taken on record.

The petitioners are the employees under
respondent No.8. The respondent No.8 was a
contractor under the respondent No.5. Although, the
petitioners say that they are still deployed at the
quarter of FCI at Salt Lake but this fact is disputed by
the respondent No.5. Respondent No.5 says that
respondent No.9 was a contractor till 2021. After that
the contract has been discontinued. The present
contractor is Goutam Dasgupta, Security Agency
having Code No.7511. In this connection, the
respondent No.5 places a letter written by the Deputy
General Manager (Security) to the Divisional Manager,
FCI, Divisional Office, Port Depot. The said letter is
taken on record. The petitioner according to
respondent No.5 is no more an employee of

respondent No.9. As to whether the petitioner is an employee of Goutam Dasgupta, Security Agency, the respondent No.5 is not sure.

On behalf of the respondent Nos.1 to 4 it is submitted that the representation made by the writ petitioner No.1 to the respondent Nos.2, 3 and 4 contains two claims. The first claim is on account of gratuity and the other in respect of bonus. There is, however, no claim on account of provident fund though some documents have been annexed by the writ petitioners in support of such claim.

It is further submitted by the respondent No.1 to 4 that the respondent Nos.2, 3 and 4 does not have the jurisdiction and competence to adjudicate any claim for gratuity or provident fund. So far as the bonus part is concerned, the respondent No.4 is the authority to look into such issue.

Responding to the contention of the respondent Nos.1 to 4 and 5, the petitioners say that the issue relating to payment of bonus is an issue under the Industrial Disputes Act, 1947 and, as such, the respondent No.4 can adjudicate the same.

In the aforesaid facts and circumstances, the respondent No.4 is directed to decide as to the claim of the petitioners made on account of bonus in the representations dated 21st December, 2023 and 25th January, 2024 as expeditiously as possible without granting any unnecessary adjournment to either of the parties.

The entire exercise shall be completed within a period of eight weeks from the date of communication of a server copy of this order.

The respondents including respondent No.4 shall act on the basis of a server copy of the order instead of asking for production of a certified copy thereof.

The petitioners will, however, be at liberty to agitate the claim as to gratuity and Provident Fund before the appropriate authority in accordance with law.

Nothing further remains to be adjudicated in this writ petition. The same is accordingly **disposed of**.

Since I have not called for affidavit, the allegations contained in the writ petition are deemed to have not been admitted by the respondents.

(Arindam Mukherjee, J.)