07
14.08.2024
S.D.
Ct. No. 26

M.A.T. 1437 of 2024
With
CAN 1 of 2024
CAN 2 of 2024

Anagha Gupta
Vs.
The Union of India & Ors.

Md. Shahjahan Hosain
Ms. Sanjida Sultana
Mr. Prithwiraj Biswas
Mr. Sanwar Mallick
…For the appellant

Mr. Santosh Kumar Pandey
….For the respondent/U.O.I.

In re: **CAN 2 of 2024**

This is an application seeking condonation of delay of 198 days in making and filing the appeal.

Department reports a delay of 198 days.

For the ends of justice, the causes shown in the application for condonation of delay are accepted as sufficient and the delay of 198 days in making and filing the appeal is condoned.

CAN 2 of 2024 is **disposed of**.

By consent of the parties, the appeal is treated as on the day's list and taken up for final hearing.

Appellant is aggrieved by the dismissal of the writ petition by the impugned order dated December 4, 2023 passed in W.P.A. 3951 of 2009.

Learned advocate appearing for the appellant submits that, the appellant tendered his resignation on July 4, 2005. Such resignation letter was accepted on July 11, 2005. Appellant was pressing for the terminal benefits. A portion was paid after much correspondence. He refers to the correspondence exchanged between the parties. He submits that, the appellant is entitled to the balance of the terminal benefits.

Respondents are represented.

Appellant was working with Shipping Corporation of India. Appellant admittedly sailed with a vessel of a different organization on November 4, 2004 at a point of time when he was still in employment with Shipping Corporation of India. Appellant tendered his resignation on July 4, 2005 with the Shipping Corporation of India. Shipping Corporation of India issued a letter dated July 28, 2008 stating that since the appellant worked in two organizations at the same point of time, he would be treated as terminated from service from the date when he was leave without pay, i.e. October 31, 2004.

Shipping Corporation of India terminated the services of the appellant with effect from October 31, 2004 by a letter dated February 9, 2008. Such termination of service was not challenged by the appellant.

In such circumstances, learned Single Judge proceeded to deny the claim made by the appellant.

Admittedly, the appellant worked in two different organizations at the same time while in employment with Shipping Corporation of India. He sailed with another vessel of a different organization on November 9, 2004. He was not attending to his duties over a period of time. He was treated as leave without pay from October 31, 2004. Subsequently, after the appellant tendered his resignation by the letter dated July 4, 2005. Shipping Corporation of India by the letter dated February 9, 2008 terminated the services of the appellant with effect from October 31, 2004 without terminal benefits as per INSA_MUI agreement. This letter of termination was never challenged by the appellant. Termination without terminal benefits was in terms with an agreement between the employer and the workmen.

In such circumstances, we find no merit in the present appeal.

M.A.T. 1437 of 2024 along with the connected application are **dismissed** without any order as to costs.

(**Debangsu Basak, J.**)

(**Md. Shabbar Rashidi, J.**)