

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
APPELLATE SIDE

Present:

The Hon'ble Justice Shampa Dutt (Paul)

WPA 10043 of 2025

Sri Hansraj Koley

Vs.

The Secretary, Labour Department and others

For the Petitioner : Mr. Balai Chandra Paul,
Ms. Tithi Roy.

For the Respondent No. 1 : Ms. Sanjukta Bhattacharya,
Ms. Farnaz Nasim.

Hearing concluded on : 12.06.2025

Judgment on : 24.06.2025

Shampa Dutt (Paul), J.:

1. The writ petition has been filed praying for quashing of Award dated 10.06.2024 passed by the Central Government Industrial Tribunal, Kolkata, wherein the tribunal dismissed an application under Section 2A(2) of the Industrial Disputes Act, 1947 filed by the petitioner herein against the respondent/Director UCO, RSETI.
2. The case of the petitioner is that he was engaged by UCO, RSETI, Hooghly, an initiative of the Respondent no. 2 with the objective of training of rural unemployed youth in self employment skills,

particularly under the Government sponsored skills by the letter dated 24.03.2012 issued by the respondent no. 2.

3. The petitioner states that he had started working with the respondent no. 2 with effect from 21/03/2011, and had been working continuously in various capacities including administrative assistance, field coordination, documentation, event-organisation and faculty support with the fullest satisfaction of the Respondent Authorities.
4. The petitioner states that his said appointment was formalized by the letter dated 30/01/2012, issued by the Respondent Number 1, to the Employment Exchange, Arambagh and the petitioner was assigned his training and program duties by the letter dated 24/03/2012.
5. The petitioner states that he used to work more than 240 days in a year under the direct control, supervision and command of the Director, UCO RSETI and other UCO Bank Officials, without having any black spot to his career. **The petitioner used to draw Rs. 5,500/- as honorarium.**
6. The petitioner states that all on a sudden, his service was terminated verbally on 21/11/2012, without giving any sorts of opportunity of hearing, which was fully against the principles of natural justice.
7. The petitioner filed a writ application being W.P. No. 31342 (W) of 2014 (*Hansaraj Koley-vs- Director, RSETI-UCO Bank and Ors.*) before this Hon'ble Court which was disposed of 04.12.2014 with a liberty to approach the appropriate forum.

8. The petitioner raised an industrial dispute before the Regional Labour Commissioner (Central), Kolkata challenging the termination of service as well as dues.
9. As attempts of conciliation failed, the matter was referred, before the Central Government Industrial Tribunal cum Labour Court, Kolkata, for adjudication of the matter which was registered as case number CGIT-02/2015.
10. The Petitioner relies upon the letter dated 24/03/2012 which, he claims is the letter of appointment.
11. **The said letter is required to be reproduced here for its relevance:-**

*“UCO-RSETI, HOOGHLY
139 J.C.KHAN ROAD,
MANKUNDU HOOGHLY
PIN-712139, PH: 033-26834474*

Date:24/03/2012

*TO
MR.HANSARAJ KOLEY
NASIBPUR, HOOGHLY*

DEAR SIR,

*SUB: FACULTY SUPPORT ON ENTREPRENEURIAL MOTIVATION
PROGRAMME*

We are glad to inform you that UCO RSETI, a unit of UCO Development Trust has been opened on 21.03.2011 at 139 J.C Khan Road, Mankundu Hooghly, PIN-712136 to impart training to unemployed BPL/APL youth for self-employment as well as wage employment.

*In this context we request your kind self **to take the following session** as per session plan enclosed.*

*We hope, you would kindly accede to our request. **A token honorarium/conveyance expenses will be paid for taking***

the session. In case of any further Information you may contact the undersigned at 9432280370.

Thanking you.
Enclo: session plan

Yours sincerely

M. SAHA (Director RSETI Hooghly)”

- 12.** The respondent/institute replied to the Regional Labour Commissioner (Central) as follows, regarding the dues and verbal termination of the petitioner herein:-

“The zonal manager Hooghly has enquired in the matter and informed us as following:

- a) RSETIs **occasionally** take services of **Guest Faculties** for specific Skill Development and Technical Programmes and a **token honorarium** is paid to them based on the number of sessions covered.*
- b) No amount is outstanding against Mr. Koley regarding payment for the duty entrusted to him as a Guest Faculty for the specific duty on the specific dates and money receipts regarding acknowledgment of payment made to Mr. Koley has been obtained from time to time.”*

- 13.** A settlement was arrived at between the parties before the Regional Labour Commissioner (Central), Kolkata wherein the terms of settlement were as follows :-

- “1.0 It is agreed by the parties that Sh. Hansraj Koley may apply before the UCo Bank management in prescribed manner for his employment against any regular vacancy, as and when the same will be notified by the Bank management.*
- 1.1. It is agreed that the UCo Bank management shall pay a lumpsum amount of Rs. 2000/-(two thousand) only towards full and final settlement of all outstanding dues raised by Sh. Hansraj Koley.*

- 1.2. *Sh. Hansraj Koley is agreed to receive Rs. 2000/- only towards full and final settlement of his pending dues against the management of UCo Bank, Kolkata.*
- 1.3. *It is agreed that management of UCo Bank shall pay the agreed amount i.e. Rs. 2000/- within a period of 30 days.*
- 1.4. *It is agreed by both the parties that by this settlement, the dispute raised by Sh. Hansraj Koley is fully and finally settled, which is consider fair and "reasonable".*

14. Vide the letter dated 24/03/2012, which the petitioner's counsel stressed that it is a letter of appointment is actually a letter asking the petitioner to **"take a session"** and a **"token honorarium"**/ "conveyances expense" would be paid for taking the session.
15. It appears that the petitioner was thus a "guest faculty" (letter dated 22.04.2014) and token **honorarium** was paid based on the number of session covered and **money receipt** was given towards such payment.
16. Subsequently the parties also entered into a settlement.
17. The petitioner now claims a regular job alleging wrongful termination.
18. **Section 2(s) of the Industrial Disputes Act defines a "workman" as:-**

"Section 2(s) *["workman" means any person (including an apprentice) **employed** in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-*

- (i) *who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or*

- (ii) *who is employed in the police service or as an officer or other employee of a prison, or*
- (iii) *who is employed mainly in a managerial or administrative capacity, or*
- (iv) *who, being employed in a supervisory capacity, draws wages exceeding [ten thousand rupees] per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.]”*

19. The first condition is that he has to be “employed”, which is a **continuous process**, having work on regular basis and being paid for it.

20. In the present case the petitioner was engaged for a “session” to take class as a “guest faculty” and was paid “Honorarium” and not “wages”.

21. Section 2(rr) of Industrial Dispute Act defines “wages”:-

*“Section 2(rr)“wages” means all remuneration capable of being expressed in terms of money, which would, if the terms of employment, expressed or implied, were fulfilled, be payable to a **workman** in respect of his employment, or of work done in such employment, and includes—*

- (i) *such allowances (including dearness allowance) as the workman is for the time being entitled to;*
- (ii) *the value of any house accommodation, or of supply of light, water, medical attendance or other amenity or of any service or of any concessional supply of foodgrains or other articles;*
- (iii) *any travelling concession;*
- (iv) *any commission payable on the promotion of sales or business or both;*

but does not include—

- (a) *any bonus;*
- (b) *any contribution paid or payable by the employer to any pension fund or provident fund or for the benefit of the workman under any law for the time being in force;*
- (c) *any gratuity payable on the termination of his service;”*

22. Dictionary meaning of “wages” is a **fixed regular payment** earned for work or services, typically paid on a daily or weekly basis.

23. The Tribunal’s decision is as follows:-

“Thus, it is seen that Shri Hansraj Koley after execution of settlement on 17-06-2014 has filed the present application u/s 2-A(2) of the I.D. Act claiming himself to be a illegally retrenched employee of RSETI, UCO Bank, Hooghly when Exb. M-4 itself proves that he was not an employee in any capacity either of the bank at its branches or at its RSETI, Hooghly. This Tribunal finds the applicant has filed present false speculative case of retrenchment against the management of UCO Bank in order to make some unlawful gain and that too knowing fully he was not an employee of the bank or being engaged by the bank as a casual/temporary/part time subordinate staff and that too after getting his dispute regarding non-payment of his honorarium of Rs. 2,000/- settled on 17-06-2014.

Therefore, the application u/s 2A (2) of the I.D. Act, 1947 is liable to be dismissed. Accordingly, CGIT 02/2015 is dismissed. An award to that effect is passed.”

24. The petitioner was thus neither a “workman”, nor received any “wages” as he was not employed with the respondent Bank/training institute and was given honorarium for taking training session as a guest faculty.

25. Thus, there being no irregularity in the findings of the learned Tribunal, **the writ application stands dismissed.**

26. All connected application, if any, stands disposed of.

27. Interim order, if any, stands vacated.

- 28.** Urgent Photostat certified copy of this judgment, if applied for, be supplied to the parties, expeditiously after complying with all necessary legal formalities.

(Shampa Dutt (Paul), J.)