

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
APPELLATE SIDE

Present:

The Hon'ble Justice Shampa Dutt (Paul)

WPA 17515 of 2025

Md. Noorul Haque
Vs
Union of India & Ors.

For the Petitioner : Mr. Suvadip Bhattacharjee,
Mr. Balaram Patra.

For the UOI/Railways : Mr. Animesh Mukherjee.

Judgment reserved on : 26.08.2025

Judgment delivered on : 22.09.2025

Shampa Dutt (Paul), J.:

1. The writ application has been preferred challenging an Award dated 21.11.2024 passed by the learned Central Industrial Tribunal-cum-Labour Court, Kolkata in Ref No. 47 of 2014 under the Industrial Disputes Act, 1947 and thereby directing the respondent No. 4 to pay full back wages to the petitioner from the date of termination, till the date of reinstatement by the respondent No. 3.
2. The petitioner's case in the writ application is that the respondent nos. 2 and 3 are the Higher Officials of Eastern Railway, Howrah Division and

respondent no. 4 is a cooperative society under whom petitioner used to work under the supervision and guidance of respondent No. 2 and 3. As respondent No. 4 was terminated, by the petitioner illegally and unlawfully, the workman raised an Industrial Dispute.

3. The matter was referred to Central Government Industrial Tribunal cum-Labour Court, Kolkata vide L-41012/07/2014 (IR(B-I) dated 27.05.2014, wherein the following issue was framed:-

*“whether the action of the management of **Shalimar Labour Contractor Co-operative Society Ltd.** in terminating the service of Md. Noorul Haque is legal and /or justified? If not, what relief the workman is entitled to?”*

4. The respondent No. 4 never attended the said proceeding, and as such on 18.02.2019 an order was passed that the case shall proceed ex parte against respondent No.4 and the said order was never challenged.
5. It is further stated by the petitioner that he had approached the learned Central Administrative Tribunal, wherein he had filed one application being OA/350/768/2020 and the said application was allowed vide order dated 14.01.2021 in his favour, whereby it was directed that the Railway Authorities should regularize the service of the petitioner. The said order was challenged by the respondent nos.2 and 3 before the Hon’ble High Court, Calcutta in W.P.C.T. No. 47 of 2021 and the said application was dismissed by the Hon’ble Court and the passed in OA/350/768/2020 was upheld.
6. The said order which was passed in W.P.C.T. No. 47 of 2021 was challenged by the respondent Nos. 2 and 3 before the Apex Court vide

Special Leave Appeal (C) No. 5164/2024 which was dismissed vide order dated 04.03.2024.

7. Vide order 11.06.2024, the learned Tribunal had posted the matter for hearing on the point of maintainability.
8. It is stated by the petitioner that the Tribunal on making out a 3rd case, passed the award under challenge.
9. It appears from the award under challenge, dated 21st November, 2024, that the Tribunal on the following findings, decided the reference as follows:-

*“.....Be that as it may, Exb. W-4 shows Md. Noorul Haque to be a Parcel Handling Contractor Porter at Howrah. If that be so, a Porter on contract basis cannot demand continuation of his service **on expiry of contract** and he cannot alleged that he has been terminated or illegally retrenched from the service **on expiry of his contract**. The Identity Cards issued by Shalimar Labour Contract Co-operative Society Ltd. to him do not ipso facto prove that he was a regular employee of the Society or he used to do porter job exclusively for Shalimar Labour Contract Co-operative Society Ltd. as its direct employee and not as its contract porter.*

In view of the above, this Tribunal is of the view the workman failed to prove his illegal retrenchment by Shalimar Labour Contract Co-operative Society Ltd. and not entitled to get any relief as prayed for.

Accordingly, Reference Case No. 47 of 2014 is disposed of and an award to that effect is passed.

**Sd/-
Presiding Officer”**

10. **The writ petitioner’s service admittedly has been regularized.** The following pleadings of the writ petitioner is relevant to decide the writ application:-

“18. The petitioner states and submits that he was terminated from service by the respondent No. 4 on

12.07.2008 and subsequently he was absorbed as a permanent staff by the respondent No. 3 on 21.04.2024.

Hence, the period for which he was illegally and unlawfully terminated from service due to the act of the respondent no. 4, he is entitled for bank wages. The issue which was framed was by the appropriate government was "Whether the action of the management of Shalimar Labour Contractor Cooperative Society Ltd. in terminating the service of Md. Noorul Haque is legal and /or justified? If not, what relief the workman are entitled to? Hence, the learned Tribunal is bound to answer the issues and should restrict itself within the issue which has been framed. But in the instant case the same was not answered by the Learned Tribunal and it went beyond the issue.

19. that if the learned Tribunal comes to the conclusion that the termination of the petitioner is illegal and unlawful then as per settled position of law petitioner is entitled to get back wages for the period when he was out of employment from the date of termination by the respondent No. 4 to the date of absorption by the respondent No. 3 i.e. 12.07.2008 to 21.04.2024."

11. The petitioner has thus prayed for setting aside of the Award and sending the case back on remand, to the Tribunal, for adjudicating in his favour on the presumption that as termination was illegal and on such presumption, he has prayed for back wages to be granted by the Tribunal.
12. In course of hearing supplementary affidavit has been filed in support of the petitioner's further contention.
13. The following judgments have been relied upon in support of the petitioner's contention:-

(i) Mohan Lal vs. Management of M/s. Bharat Electronics Ltd. (1981) 3 SCC 225;

(ii) Gammon India Ltd. vs. Niranjan Dass (1984) 1 SCC 509;

14. Both these judgments relate to illegal termination.
15. **Now, considering the materials on record,** it appears that the learned Tribunal on specific findings, held that the petitioner's contract as a Parcel Handling Porter, was not continued, the period of contract having expired, (a case of cessation of service) and, as such a case of illegal retrenchment or termination has not been made out.
16. It was further held, that he was now a regular employee doing porter job. Admittedly, the petitioner has been employed as a regular employee by the authority concerned and this Court finds that the order of the Tribunal requires no interference being in accordance with law.
17. No case has been made out by the petitioners herein to justify his prayer of remand.
18. **The writ application having no merit stands dismissed.**
19. There will be no order as to costs.
20. Connected application, if any, stands disposed of.
21. Interim order, if any, stands vacated.
22. Urgent Photostat certified copy of this judgment, if applied for, be supplied to the parties expeditiously after due compliance.

(Shampa Dutt (Paul), J.)