

AD-23&24
Ct No.16
07.03.2025
TN

CPAN 1728 of 2024
In
WPA 5965 of 2024
With
WPA 3683 of 2024

Pritam Chatterjee
Vs.

Mr. Santanu Chakraborty, the Senior Divisional
Commercial Manager, Eastern Railway,
Sealdah Division and another

Mr. Amitava Pyne,
Mr. Arindam Banerjee,
Mr. Abhishek Banerjee

.... for the petitioner

Ms. Rimi Bhattacharyya

....for the alleged contemnors

1. The present contempt application has been filed, being aggrieved by the alleged contumacious action on the part of the alleged contemnors to the effect that in the teeth of an order dated March 14, 2024 passed in WPA 3683 of 2024 along with WPA 5965 of 2024 setting aside the termination of the petitioner's contract and directing the respondent nos. 2 and 3 in the writ petition to ensure that a decision is taken on the petitioner's request for re-working the amounts payable by the petitioner within a period of four weeks, a decision was taken only after nine weeks and the petitioner is not being permitted to resume work in terms of the contract in his favour, thereby flouting

the order of this court setting aside the termination of such contract.

2. Learned counsel appearing for the alleged contemnors hands over a server copy of an order dated January 24, 2025 passed by a coordinate Bench of this court in WPA 29151 of 2024 wherein the learned Single Judge was considering a challenge by the present petitioner to the fixation of the quantum payable by the petitioner pursuant to the order of this court. In the said order, the learned Single Judge observed that it will be open for the petitioner to approach the competent civil court for redressal of his grievances with regard to such quantum, if so advised.
3. There were two components to the order of this court dated March 14, 2024. By the first, the termination of the petitioner's contract by the respondents was set aside on the ground that a pending request of the petitioner for reconsideration of the payable amount was not considered before such termination.
4. In the same breath, the petitioner's request for re-working the terms of the contract regarding the amount payable by the petitioner to the respondents was directed to be decided upon afresh by the respondents.
5. Although somewhat beyond the time as directed by this court, fact remains that the respondents have

considered the request of the petitioner for re-working his payables and has communicated such order to the petitioner, asking the petitioner to resume in terms of the contract subject to such payment being made.

6. Since a coordinate Bench has already granted leave to the petitioner to approach the appropriate civil court challenging the quantum of outstanding amounts as ascertained by the alleged contemnors and as the resumption of work by the petitioner in terms of the contract is only subject to such payments being made by the petitioner, at this juncture, it would be premature to hold that the alleged contemnors are guilty of any contumacious act, since the alleged contemnors have reworked the payables in terms of the order of this court but the petitioner has not yet paid the said amount. Thus, the alleged contemnors' act of resisting the petitioner from resuming work in terms of the contract is not on the basis of the previous termination which was set aside by this court, but on the fresh cause of action of non-payment of the outstanding dues by the petitioner.
7. However, the petitioner would be at liberty to seek appropriate reliefs regarding being permitted to resume his work in terms of the original contract with the respondents subject to the ascertainment of the amount payable by the petitioner to the alleged

contemnors, in the civil suit which shall be filed in terms of the leave granted by the coordinate Bench in WPA 29151 of 2024.

8. However, I do not find any willful and deliberate violation on the part of the alleged contemnors in respect of the order of this court and accordingly CPAN 1728 of 2024 is dismissed without any order as to costs.

(Sabyasachi Bhattacharyya, J.)