

IN THE HIGH COURT AT CALCUTTA
Circuit Bench at Jalpaiguri
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE

Present:

The Hon'ble Justice Joymalya Bagchi

And

The Hon'ble Justice Gaurang Kanth

M.A.T. 9 of 2025
(CAN 1 of 2025)

Toorsa Tea Company Pvt. Ltd.
-Vs-
The State of West Bengal & Ors.

For the Appellant	:	Mr. S. N. Mookerjee, Sr. Adv. Mr. Bikramaditya Ghosh, Adv. Mr. Dhruv Chadha, Adv. Ms. Supriya Singh Adv. Mr. Swarup Das, Adv. Mr. Vivek Saha, Adv. Mr. Ved Rai, Adv.
For the respondent No.7	:	Mr. Probal Mukherjee, Sr. Adv. Mr. Ajit Mishra, Adv. Mr. Debarshi Dhar, Adv. Ms. Pooja Maiya, Adv.
For the Intervenor	:	Mr. Jishnu Chowdhury, Sr. Adv.
For the State	:	Mr. Joyjit Choudhury, Id. A.A.G. Mr. Subir Kumar Saha, Adv. Mr. Hirak Barman, Adv.
Heard on	:	28.01.2025 & 29.01.2025
Judgment on	:	29.01.2025

Joymalya Bagchi, J. :-

1. Appellant is the lessee of the tea garden named and styled as 'Toorsa Tea Garden'. Appellant contends due to encroachment by local goons and miscreants, there was indiscipline in the tea garden and the appellant was constrained to suspend work in the garden with effect from 19.08.2024. Matter was referred to the District Labour Commissioner to initiate conciliatory proceeding. No steps were taken. On the contrary, on 17.01.2025 a Memorandum of Understanding (MOU) was executed between the seventh respondent and the representatives of the trade union whereby the seventh respondent was permitted to operate the tea garden subject to compliance of the terms of MOU which, inter alia, includes payment of outstanding dues.

2. Being aggrieved, appellant approached this court, inter alia, seeking enforcement of the terms of the lease agreement subsisting between itself and the State-respondents as well as other reliefs. Upon hearing the parties, Hon'ble Single Judge, inter alia, directed the case to be decided upon exchange of affidavits. As an interim measure, Hon'ble Judge directed as follows :-

"There shall be no further steps in the meantime in the matter.

However, since the interest and livelihood of the labourers who have put in their blood and toil for the garden are of primary importance, on and from January 17, 2025, the entire dues of the labourers and workers at the tea garden in every respect to which they are entitled to in accordance with law shall be deposited both by the petitioner and the respondent no.7 independently with the Office of the

Jurisdictional District Magistrate who shall open an separate Bank Account with any Nationalised Bank and keep the said deposit there to be deposited by both the petitioner and the respondent no.7. Such deposit shall have to be made by both the parties positively within 3rd day of each calendar month commencing from February 3, 2025.

The Office of the Jurisdictional District Magistrate then shall regularly disburse the payments to the labourers in every respect to which they are entitled to in accordance with law payable on and from January 17, 2025 and every succeeding month regularly and continuously till disposal of this writ petition.

It is made clear such deposit to be made by the petitioner and the respondent no.7, shall not create any right of equity in either of their favour. After affidavits are filed, then further decision may be taken by this Court with regard to the arrear dues of the labourers at the tea garden prior to January 17, 2025.

The fate of the deposits to be made by the petitioner and the respondent no.7 shall abide by the result of the writ petition.”

3. In course of hearing on 28.01.2025 this court directed the learned Additional Advocate General to communicate to the Advocates-on-record of the appellant and the seventh respondent the total amount of outstanding dues of the workmen as on 17.01.2025. Appellant was also directed to disclose the manner in which they propose to liquidate the outstanding dues.

4. Today, learned Additional Advocate General has placed on record communication dated 28.01.2025 which discloses the dues as follows :-

“1. Wages (4 fortnights)	: Rs. 27 Lakhs (approx)
2. PF (Feb, 2023 to July, 2024)	: Rs. 1 crore 40 Lakhs (approx)
3. Gratuity	: Rs. 1 crore 70 Lakhs (approx)
4. Bonus (2023 and 2024)	: Rs. 80 Lakhs (approx) etc.”

5. A corrigendum has also been placed on record which shows a sum of Rs.2,41,50,000/- as unpaid wages between 19.08.2024 to 17.01.2025.

6. Mr. S. N. Mookherjee submits his client undertakes to pay the outstanding dues in the following manner :-

Head of payment	State's claim	Appellant's undertaking
Wages for four (4) fortnights	Rs. 27,00,000/-	Rs.27,00,000/- to be paid within seven days.
Outstanding wages during the abandoned period from 19.08.2024 till 17.01.2025	Rs. 2,14,50,000/-	Rs.1,20,00,000/- to be paid within seven days. Remaining amount to be paid within next three months.
Provident Fund Dues till July, 2024	Rs. 1,40,00,000/-	To be paid in two instalments. First instalment (50% of the amount) shall be paid within fifteen days. Second instalment (remaining amount) to be paid in another fifteen days.
Gratuity dues	Rs. 1,70,00,000/-	Rs.70,00,000/- to be paid within seven days. Remainder shall be paid after report from Controller.
Bonus for the years 2023 & 2024	Rs. 80,00,000/-	Rs.40,00,000/- to be paid within a month. Remainder amount shall be paid within the next month

7. Provident Fund Commissioner shall submit report before the Hon'ble Single Judge with regard to the outstanding dues as on 17.01.2025 after the adjustment of the instalments paid in terms of the undertaking. Hon'ble Single Judge will be at liberty to pass further

orders with regard to payment of the remaining dues upon hearing the parties concerned.

8. Appellant shall also submit report under Form 'L' under the Payment of Gratuity Act, 1972 before the Controller within a fortnight from date. Controller shall be at liberty to inspect the records of the appellant and submit report before the Hon'ble Single Judge with regard to remaining gratuity dues after adjustment of the amount paid as per undertaking and further directions may be passed by the Hon'ble Single Judge for payment of outstanding amount, if any.

9. Mr. Probal Mukherjee for the seventh respondent submits his client has already paid a sum of Rs.14,12,000/- in terms of the Memorandum of Understanding (MOU) and offers to deposit a sum of Rs.2 crores with regard to outstanding wages.

10. We take note of this submission. Seventh respondent is at liberty to make a better offer than the appellant with regard to liquidation of dues before the Hon'ble Single Judge. In the event he does so, Hon'ble Judge may pass appropriate order on such prayer.

11. Upon the appellant depositing the wages for four fortnights i.e. Rs. 27,00,000/- within 7 days, first instalment of Rs. 1,20,00,000/- towards the outstanding wages during the abandoned period from 19.08.2024 to 17.01.2025 within 7 days, first instalment (i.e. 70,00,000/-) towards provident fund dues till July, 2024 within 15 days and a sum of Rs. 70,00,000/- towards gratuity dues within 7 days as undertaken by them

before this court, they shall be permitted to run the tea garden in accordance with law subject to payment of the remaining outstanding dues as undertaken as well as current wages and compliance of other statutory obligations in respect of the workmen. If the appellant fails to deposit any one of the aforesaid instalments within the stipulated time as per the undertaking or the current wages and/or statutory dues in future, the interim order shall stand vacated and the State-respondents shall be at liberty to take appropriate steps for resumption of the garden in accordance with law.

12. Since no affidavits have been called for, all allegations in the appeal are deemed not to have been admitted.

13. MAT 9 of 2025 is accordingly, disposed of.

14. In view of disposal of the appeal, connected application being CAN 1 of 2025 is also disposed of.

15. All parties are directed to act in accordance with the directions passed by this court.

16. There shall be, however, no order as to costs.

17. Urgent photostat certified copy of the judgment, if applied for, be given to the parties on usual undertaking.

I agree.

(Gaurang Kanth, J.)

(Joymalya Bagchi, J.)