

**IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE**

Present:

The Hon'ble Justice Rai Chattopadhyay

WPA 8707 of 2021

Sharuan Kumar

Vs.

Union of India & Ors.

For the Petitioner

: Mr. Saptarshi Ray
: Mr. Siddhartha Ray
: Ms. Kakali Das Chakraborty

For the UOI

: Mr. Sanajit Kr. Ghosh
: Ms. Mary Datta

Judgment on

: 10.06.2026

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: 10.06.2026

Rai Chattopadhyay, J. :-

- 1.** The writ petitioner who is the sole proprietor of the firm namely M/s Maa Netula Cargo Service, has filed the instant case to challenge the impugned order dated March 5, 2021, of the respondent authority to seek setting aside thereof. His other prayers are that the respondent may be directed to refund him a total sum of Rs.2,85,166/- which includes the punitive charges to the tune of Rs.2,17,089/- and demurrage charges of Rs.68,077/-.
- 2.** The respondent Railway Authority has held in the impugned order dated March 5, 2021, inter alia that re-weighment sheet dated February 5, 2020, has sufficiently proved the

consignment unloaded from the SRL No. 14703 (FSRL-1) of train No. 12345 Saraighat Express EX.HWH to GHY, to be of excess weight to the tune of 8892 Kilograms. Accordingly, it attracted the penal charges. Also, that the process of re-weighment was done in due observance of the prescribed procedure, in presence of the petitioner's representative and the vigilance team of the Railway Board, all of whom subscribed their signatures on the re-weighment sheet dated February 5, 2020.

- 3.** It has also been mentioned in the said impugned order that as per legal opinion of LO/LMG the vigilance team found over weight on the basis of total 271 packages [87 +184 (perishable)], in contrast to 301 packages mentioned in the manifest of the lease-holder/writ petitioner. That the petitioner did not dispute the total number of 271 packages recovered. Therefore, the said respondent authority opined that the petitioner, as the operator, did not disclose the actual number of packets and its respective weights, in their manifest. The writ petitioner has received back the 271 packets including those containing the perishable goods, which were not declared in the manifest and weighed earlier. As such the petitioner cannot now deny existence of the additional goods not disclosed in the manifest and not weighed earlier. Hence, the respondent Authority has come to the finding in the said impugned order that punitive charges are applicable against the writ petitioner and cannot be refunded.
- 4.** In this regard the respondent Authority has relied on an order of this Court dated September 4, 2020, in the writ petition No. W.P. 3165 (w) of 2020, in which the Court has directed that

“.....the petitioner is permitted to have re-weighment done of the goods that the petitioner did not take delivery of under section 79 of the Act of 1989 upon payment of all punitive, haulage and demurrage charges prior the weighment being made. The payment so made will be abide by the result of the weighment. The parties are at liberty to initiative proceedings with regard thereto.....”.

- 5.** The writ petitioner is the operator/lease-holder with the Eastern Railway at Howrah, operating in loading and unloading over parcel space of 5 tons per trip, in break-van/parcel-van in train No. 12345 UP Saraighat Express from Howrah to Gauhati, for a contract period of 5 years from January 18, 2017 to January 17, 2022.
- 6.** The petitioner in usual course of business loaded mixed goods parcel of 3990 Kilograms on February 4, 2020, upon paying advance freight charges at Howrah against valid money receipt. Upon completion of loading a railway manifest was prepared duly countersigned by the Chief Parcel Supervisor. Front SRL-1 in which the goods were loaded was duly weighed at in-motion weigh bridge at Howrah and upon finding the weight in order, the SRL was dispatched for the destination.
- 7.** On the following day, on February 5, 2020, before arrival at the destination station the respondent Railway has conducted an in-motion weighment of the said Front SRL-1, allegedly without any notice to the writ petitioner and in absence of any representative of him, to find the Front SRL-1 to be overloaded by 4892 Kilograms [weight as per manifest 3940 Kgs, weight found on re-weighment 8892 Kgs]. Immediately the petitioner

was notified though allegedly he has never been handed over with the formal re-weighment slip and the FSLR-1 was detached from the train and kept in Gauhati Station in sealed condition. The petitioner raised objection and demanded re-weighment vide his representation dated February 5, 2020, but to no avail. Instead, the petitioner was handed over with the demand of punitive charges to the tune of Rs. 2,17,889/- for overloading of 4 tons, as evident from the document annexed at page.58 of the writ petition.

- 8.** In demand of re-weighment as per the provision under section-79 of the Railways Act, 1989, the present petitioner filed his earlier writ petition being No. W.P.No. 3165 (w) of 2020. The same was disposed of vide an order dated September 4, 2020, permitting re-weighment in terms of section-79 of the 1989 Act, upon payment of all punitive, haulage and demurrage charges prior to weighment being done, subject to result of weighment, with liberty granted to the parties to initiate proceedings with regard thereto [specific portion of the order is quoted above].
- 9.** Pursuant to the said order the petitioner deposited a total sum of Rs. 2,85,166/-. Re-weighment of consignment in terms of the Court's order was done by the respondent authority on December 24, 2020. The petitioner says that upon re-weighment and as per the Joint Re-weighment Report, the consignment of the petitioner, which was withheld on the allegation of overloading, was found to be within tolerable limits and its overall weight to be within permissible limit as mentioned in the railway manifest. The petitioner has stated further that the respondent Authority has not taken any steps

as regards the consignment containing perishable goods in terms of power vested in it by virtue of the statutory provision like to sell goods for realisation of charges or its power of lien as envisaged in section-83 of the Act of 1989; rather it has released those materials to the petitioner without any objection. Also, that in the Joint Re-weighment Report, the Authority has failed to arrive at any gross weight of the total consignment. On manual re-weighment of 87 hard parcels, the same weighed 566.450 Kilograms, that is, 0.5 tonne (approximately). Considering the gross weight of total consignment as shown and certified in the railway manifest, that is, 3990 Kilograms, and the weight of hard parcels arrived at the time of re-weighment and upon mathematical calculation the weight of perishable goods comes to be 3434 Kilograms, which is within the permissible and tolerable limit. The petitioner has stated that the Joint Re-weighment Report has clearly depicted that 184 packets of perishable items had not been weighed before its delivery to the petitioner.

- 10.** Thus, the petitioner has claimed that the result of re-weighment negated the allegation of the Authority of overloading of the petitioner's consignment; rather established his contention and declaration made in the railway manifest. Hence, the petitioner has submitted his written representation dated January 27, 2021, seeking refund of the punitive charge and demurrage to the tune of Rs. 2,85,166/-, deposited by him earlier, but to no avail. Hence, he has filed the instant writ petition for redress of his grievance.
- 11.** Mr. Saptarshi Ray, learned advocate has represented the petitioner. His first argument is that the entire proceeding

undertaken by the respondent Authority was in breach of the applicable rules as contained in the Freight Marketing Circular No. 06 of 2014 and that No. 07 of 2021 as well. He submits that Clause-27 of 2014 Circular as to be followed to impose punitive charges for overloading in parcel vans. He has specifically relied on Clause-27.8 as enumerated therein to say that the respondent Authority as per mandate to follow the proceeding as laid down therein. According to him no such proceeding has been followed by the respondent Authority in due course. According to him, this happens to be the first breach of rules by the respondent Authority upon which the said Authority is not entitled to make any allegation of overloading against the writ petitioner. For the benefit of discussion led the provision under Clause-27.8 of the Freight Marketing Circular No. 06 of 2014, be quoted, as follows:

“27.8 Efforts should be made to conduct weighment in presence of the concerned leaseholder or his representative. The report of weighment result should be countersigned by the CPS. The party concerned will also countersign on the relevant record.

In case of refusal by party to counter-sign, then weighment clerk, TXR or RPF staff and CPS of the station will sign the weighment statement and the same will be binding on the both parties.”

- 12.** According to the writ petitioner further breach of rules committed by the respondent Authority is with regard to Clause-1.5 of the Freight Marketing Circular No. 07 of 2021, which is as follows:

“1.5. If weighment of SLR/VP has been done at the originating station or at any intermediate station, and is found to be overloaded at the point of detection, and the

consignor/consignee/leaseholder will have to take delivery of this part consignment on 'as is where basis is' basis at the point of detection of overloading. Railway shall not be responsible for any damage, deterioration or loss to the excess consignment due to off-loading of parcels. The entire cost of offloading shall be borne by the consignor/consignee or leaseholder. However, no punitive charges shall be levied, if the customer carries out load adjustment at the Originating Point. Overloading of parcels, beyond the permissible limit, shall in no case, be allowed to be carried in the vehicle."

- 13.** It has been submitted that in case of the writ petitioner, at the time of loading of the consignment no deviation was found by the certifying authority, as to the weight of consignment disclosed by the petitioner in the railway manifest. Therefore, there was no question of offloading extra weight at the time of detection at the originating station, as envisaged in the said rule. On the contrary, it is the contention of the petitioner that due to mechanical fault at the in-motion weigh bridge before approaching the destination station, faulty weighment result surfaced. It is submitted further that such weighment of consignment before approaching the destination station has been done violating the petitioner's right to be represented at the time of weighment as he has not been notified before such weighment was done. It is submitted that the same has resulted into due compliance with the principles of natural justice in case of the writ petitioner.
- 14.** With reference to provisions of 'Unloading and Reweighment of Inward Goods' as envisaged in Chapter XVII of the Commercial Manual, particularly Clauses- 1718, 1719, 1721 and 1722, to submit that clause violation of these provisions in the functioning of the respondent Authority, should render its

function as unlawful and unsustainable and hence not to warrant any penal action or imposition of penal charges against the petitioner due to any alleged violation. The said clauses be mentioned as hereinbelow:

“1718. Unloading of goods. – Each packages, as it is unloaded, should be carefully examined to see that it is correctly marked for the station and that it is in good condition, i.e., it is not damaged, deficient or pilfered. Adequate care must be taken in unloading the packages to prevent breakage and damage.

1719. The Station Master should personally supervise unloading of specially valuable goods such as articles mentioned in Part I of Schedule II of the Railways (Extent of Monetary Liability and Prescription of Percentage charge) Rules, 1990 on which percentage charges on value have been paid.

1721. The result of the check must be recorded in the summary and in the tally book and signed by the Station Master and the representatives of the Railway Protection Force and Government Railway Police, in whose presence the contents of the wagon were checked. The exact condition of the package, bag or bale, sound, damaged or pilfered, should be recorded along with the result of reweighment. The whole consignment of which the package, bag or bale in question forms a part, should also be re-weighed and result recorded.

1722. Stacking and marking of goods after being unloaded. – Each consignment must be separately stacked as it is unloaded and must be either be marked, or have a label attached to one of the uppermost packages, showing the date of unloading, number of wagons from which unloaded and the total number of the packages of the consignment unloaded.”

- 15.** Furthermore, it has been contended that in case of any false declaration made or information furnished by the operator/lease holder, the respondent Authority is empowered to do away with his registration and forfeit the registration fee.

That, since inspite of alleging overloading by the writ petitioner no such steps have been taken by the respondent, such allegation of the respondent is to be considered as unfounded and baseless. A judgment of this Court in **W.P.No. 21636 (w) of 2019 [National Carrying Corporation & Another versus Union of India & Others]** dated March 11, 2024 has been referred to in this regard. Another judgment of Supreme Court has been relied on in **Harbanslal Sahnia & Another versus Indian Oil Corporation Limited & Others at (2003) 2 SCC 107**, in support of the argument that violation of the principles of natural justice justify interference by the writ Court in exercise of power of judicial review.

- 16.** For all these reasons, Mr. Ray, learned advocate has submitted that the petitioner would be entitled to be refunded with the money and the writ petition may be allowed with appropriate directions upon the respondent.
- 17.** The respondent Authority is represented by Mr. Sanajit Kr. Ghosh, learned advocate. The respondent's foremost argument is with regard to non-maintainability of the writ petition, for the reason that in this writ petition the petitioner has sought for monetary relief and determination of the disputed issues involve adjudication of the disputed questions of fact. In this regard the respondent has relied on a decision of the Supreme Court in **Joshi Technologies International Inc. versus Union of India and Others at (2015) 7 SCC 728**, to submit that as per the verdict of the Supreme Court there, money claims per se particularly arising out of contractual obligations are normally not to be entertained except in exceptional circumstances. And also that whenever a particular mode of

settlement of the dispute is provided in the contract, the High Court would refuse to exercise its discretion under Article 226 of the Constitution and relegate the party to the said mode of settlement, particularly if there are very serious disputed questions of fact which are of complex nature and require oral evidence for their determination. It is submitted that in such view of the law now settled, the petitioner should be relegated to the Railway Claims Tribunal for determination of any dispute with regard to refund.

- 18.** On merits the respondent has contended that the present petitioner is a habitual defaulter, who has defaulted several times to follow the prescribed norms of operation. It is submitted that the writ petitioner is found to have overloaded on six occasions, for which, in terms of Clause-13.4 of the Lease Agreement, his contract has been terminated with effect from February 6, 2020. Before that, on each occasion he has deposited the punitive charges and took delivery of the consignment.
- 19.** In the present case after detection of overloading on February 5, 2020 at Gauhati, the petitioner took delivery of 184 packets of perishable goods out of 271 of those without paying any penal charges. The respondent states that as the petitioner has voluntarily taken delivery of those goods as part of consignment, there was no question for the Authority to take steps in terms of Section-83 of the Act of 1989.
- 20.** According to the respondent the petitioner would also be liable for making erroneous entry in the railway manifest for which the soul and entire responsibility lies on him or his

representative as per Clauses- 11.9 and 11.11 of the lease agreement. Furthermore, he has also violated terms under Clause – 11.15 of the lease agreement by not ensuring that total weight of the consignment noted in the parcel van is not beyond the permissible carrying capacity of the unit leased out to him.

- 21.** Further, according to the respondent Authority the Joint Re-weighment Report, which showed excess weight of 4892 kgs to have been detected, was prepared and the re-weighment was done in presence of the representative of the writ petitioner and he accepted the report without lodging any protest therefor.
- 22.** The respondent has relied on the following two orders in support of its contentions, (i) ***Kalpataru Agro Forest Enterprise Private Limited versus Union of India [MAT 1418 of 2018 order dated January 27, 2020]***, (ii) ***Titagarh Wagons Limited & Another versus Union of India & Ors, order dated April 5, 2022]***.
- 23.** So far as the respondent's contention as regards non-maintainability of the writ petitioner is concerned, Mr. Ray, learned advocate for the petitioner has raised strong resentment to the same. He submits on this point that gross violation by the respondent Authority as regards the due application of the rules and depriving the writ petitioner of his right to be heard thereby violating the principles of natural justice in his case, sufficient to justifies maintainability of the instant writ petition before this Court. In this regard, he refers

to the following two judgements of the Supreme Court to rely on the ratio of the same.

Uttar Pradesh Power Transmisssion Corporation Limited and Another versus CG Power and Industrial Solutions Limited and Another reported at **(2021) 6 SCC 15**, in which the Supreme Court has held that the writ petition may be entertained notwithstanding availability of an alternative remedy, particularly (i) where a writ petition seeks enforcement of the fundamental right; (ii) where there is failure of principles of natural justice or (iii) where impugned orders or the proceedings are wholly without jurisdiction or (iv) vires of an Act is under challenge.

Unitech Limited and Others versus Telengana State Industrial Infrastructure Corporation and Others reported at **2021 SCC Online SC 99**, in paragraph 39 of which the Supreme Court has stated-

“39. A two-Judge Bench of this Court in ABL International Ltd. v. Export Credit Guarantee Corpn. of India Ltd. analysed a long line of precedent of this Court to conclude that writs under Article 226 are maintainable for asserting contractual rights against the State, or its instrumentalities, as defined under Article 12 of the Indian Constitution. Speaking through N. Santosh Hegde, J. the Court held :

“27. ... the following legal principles emerge as to the maintainability of a writ petition:

(a) In an appropriate case, a writ petition as against a State or an instrumentality of a State arising out of a contractual obligation is maintainable.

(b) Merely because some disputed questions of fact arise for consideration, same cannot be a ground to refuse to entertain a writ petition in all cases as a matter of rule.

(c) A writ petition involving a consequential relief of monetary claim is also maintainable.”

24. The objection as regards maintainability of the writ petition, raised on behalf of the respondent authority, deserves to be addressed at the threshold. The respondent has argued that the dispute essentially arises out of contractual terms and conditions between the parties and involves claim for refund of money, coupled with disputed questions of fact, and therefore the petitioner ought to be relegated to the forum of the Railway Claims Tribunal or such other alternative remedy as may be available in law. Reliance has been placed on the decision in ***Joshi Technologies International Inc. (supra)***. There can be no quarrel with the proposition of law laid down therein that ordinarily a writ Court would be slow in entertaining monetary claims arising purely out of contractual obligations, particularly where adjudication of complicated disputed facts requiring oral evidence becomes necessary. Judicial review under Article 226 is not intended to convert the High Court into a Court for enforcement of every contractual claim against the State or its instrumentalities. The self-imposed restraint exercised by constitutional Courts in such matters flows from the doctrinal distinction between public law remedies and private law disputes.

25. At the same time, the rule regarding alternative remedy or contractual bar is not an inflexible rule of exclusion. It is fundamentally a rule of prudence and discretion. Where the action of the State or its instrumentality is alleged to be arbitrary, violative of statutory prescriptions, or in breach of the principles of natural justice, the writ Court does not become denuded of jurisdiction merely because the dispute has some contractual flavour. Public authorities are expected

to act fairly even in contractual spheres, since Article 14 of the Constitution permeates every State action.

- 26.** In the present case, the petitioner has specifically alleged violation of the prescribed procedure under the relevant Freight Marketing Circulars and the Commercial Manual. Allegations have also been raised regarding absence of proper notice and denial of adequate opportunity at the stage of weighment and re-weighment. The impugned action further emanates from exercise of statutory powers under the Railways Act, 1989 and the consequential imposition of punitive charges by a public authority. Therefore, the dispute cannot be said to be confined exclusively within the four corners of a pure private contract.
- 27.** The earlier order passed by this Court in W.P. No. 3165 (W) of 2020 had itself permitted re-weighment under section 79 of the Railways Act, 1989, upon deposit of the charges, while leaving the parties at liberty to initiate proceedings in relation thereto. The present writ petition has arisen out of the subsequent decision-making process culminating in the impugned order dated March 5, 2021. Hence, the challenge is directed not merely against a money demand simpliciter but against the legality of the decision-making process adopted by the respondent authority.
- 28.** The principles laid down in ***Uttar Pradesh Power Transmission Corporation Limited (supra)*** and ***Unitech Limited (supra)***, clearly recognise that the existence of an alternative remedy does not create an absolute bar where allegations of arbitrariness, procedural illegality or violation of

natural justice are raised. Accordingly, this Court is of the view that the writ petition is maintainable and the preliminary objection of the respondent authority cannot be sustained.

- 29.** However, maintainability of a writ petition and entitlement to relief are two entirely distinct considerations. A litigant may successfully cross the threshold of maintainability and yet fail on merits. The Court must therefore examine whether the petitioner has been able to establish any such illegality, perversity or manifest arbitrariness in the impugned action as would warrant interference in exercise of the extraordinary discretionary jurisdiction under Article 226 of the Constitution.
- 30.** The admitted factual position is that upon re-weighment conducted pursuant to the earlier order of this Court, the respondent Authority detected existence of 271 packages as against the declaration made by the writ petitioner in the manifest. The impugned order records that the petitioner never disputed recovery of the said additional packages. The respondent Authority has also specifically recorded that the re-weighment process was conducted in presence of the petitioner's representative and members of the vigilance team, all of whom appended their signatures to the re-weighment sheet. The petitioner has not been able to produce any contemporaneous protest demonstrating refusal to accept the process of re-weighment or repudiation of the signatures appearing therein.
- 31.** The petitioner's entire argument substantially rests upon mathematical deductions sought to be drawn from selective

portions of the Joint Re-weighment Report. Such inferential calculations, based upon segregation between hard parcels and perishable items, cannot ipso facto invalidate the factual conclusions arrived at by the competent authority, particularly when the authority has simultaneously relied upon the discrepancy between the number of packages disclosed in the manifest and the number actually recovered. The writ Court, exercising jurisdiction of judicial review, does not sit as an appellate authority over factual determinations unless the same are shown to be wholly irrational or unsupported by any material.

- 32.** The doctrine of judicial restraint in administrative review requires the Court to examine the decision-making process and not to substitute its own factual conclusions merely because another view may also be possible. So long as the authority has acted within jurisdiction, considered relevant materials and arrived at a plausible conclusion, interference would not be warranted. The scope of judicial review is directed against the decision-making process and not the decision itself.
- 33.** The petitioner has repeatedly contended that the weighbridge might have suffered from mechanical defect. Such contention, however, remains entirely unsubstantiated. No technical report, inspection material or expert evidence has been placed before the Court to make the malfunctioning of the weighment mechanism as probable. Mere assertion cannot displace the presumption of regularity attached to official acts performed by the respondent Authority, in discharge of statutory duties.

- 34.** Equally significant is the fact that the petitioner admittedly took delivery of the 184 packets of perishable goods. The respondent authority has explained that once the petitioner voluntarily accepted delivery of such goods, the question of resorting to powers under section 83 of the Railways Act did not arise. This explanation appears reasonable and cannot be termed arbitrary.
- 35.** The respondent has further placed on record that the petitioner had allegedly committed similar defaults on earlier occasions and punitive charges had been imposed and abided by him previously as well. Though such previous conduct alone cannot determine the outcome of the present lis, it nevertheless lends contextual support to the respondent's stand that the present incident was not treated as an isolated or mechanically presumed violation.
- 36.** This Court also cannot overlook that the lease agreement cast specific obligations upon the petitioner under Clauses 11.9, 11.11 and 11.15 to ensure correctness of entries in the manifest and compliance with permissible carrying capacity. The responsibility of proper declaration primarily rested upon the operator himself. Once discrepancy in packages and weight was detected, the respondent authority cannot be faulted merely because punitive consequences followed in terms of the governing framework.
- 37.** The further contention of the petitioner that mere deviation from the procedure contemplated under the Freight Marketing Circular No. 06 of 2014, Freight Marketing Circular No. 07 of 2021 and the provisions of the Commercial Manual would ipso

facto render the entire action of the respondent authority void ab initio and nugatory altogether, also does not impress this Court. Firstly, the petitioner has not been able to demonstrate any foundational prejudice caused to him going to the root of the matter. Mere procedural irregularity, unless shown to have occasioned failure of justice or caused manifest prejudice, cannot invalidate an administrative action otherwise supported by substantive materials. Secondly, the Circulars relied upon by the petitioner are essentially administrative guidelines intended to regulate internal procedure and operational uniformity. Unless a provision is shown to be mandatory in character and coupled with penal consequence for non-compliance, every procedural deviation cannot be elevated to the status of jurisdictional illegality. The doctrine of substantial compliance would squarely apply in the facts of the present case, particularly when the respondent authority has been able to substantiate the discrepancy regarding number of packages and excess load through contemporaneous records and re-weighment proceedings. Judicial review does not proceed on mere technicalities divorced from practical realities. A procedural prescription cannot be interpreted in a manner so rigid as to defeat the very object sought to be achieved by the regulatory framework governing railway parcel operations. This Court, therefore, finds that the alleged procedural lapses, even if assumed in part for the sake of argument, do not have the effect of nullifying the entire proceeding or rendering the impugned decision non-est in the eye of law.

- 38.** The petitioner has attempted to invoke violation of the principles of natural justice. However, the records reveal that

after the earlier order of this Court, re-weighment was undertaken with participation of the petitioner's representative. The petitioner thereafter submitted representations which were duly considered and answered by the respondent authority through the impugned order. Therefore, this Court is unable to hold that there was such gross procedural unfairness as would vitiate the entire proceeding.

- 39.** The doctrine of proportionality also does not come to the aid of the petitioner. The punitive charges imposed were not dehors the contractual and statutory framework but were traceable to the governing rules regulating overloading and false declaration in parcel transportation. No material has been shown demonstrating that the authority acted with malice, collateral purpose or manifest disproportionality. The decision relied upon by the petitioner in ***Harbanslal Sahnia (supra)*** does not advance his case in the factual background of the present matter, since this Court does not find any established breach of natural justice or patent arbitrariness warranting exercise of constitutional intervention.
- 40.** For the reasons discussed above, this Court is of the considered opinion that although the writ petition is maintainable, the petitioner has failed to establish any legally sustainable ground for interference with the impugned order dated March 5, 2021. The impugned decision cannot be said to suffer from perversity, procedural impropriety, irrationality or violation of any statutory mandate warranting interference under Article 226 of the Constitution.

- 41.** Accordingly, the writ petition being WPA 8707 of 2021 stands dismissed. There shall, however, be no order as to costs.
- 42.** Urgent certified copy of this judgment, if applied for, be supplied to the parties upon compliance with all requisite formalities.

(Rai Chattopadhyay, J.)